

Next Ord:2094-24
Next Res:1153-24

CITY COUNCIL AGENDA

November 26, 2024

6:00 PM

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

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

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

- 1. Minutes - Regular City Council Meeting - November 13, 2024
- 2. Check Register - Regular
- 3. Professional Services Agreement - Family Promise House Bill 1406 - Scope of Work Amendment
- 4. Professional Services Agreement - Mountain Law, PLLC - Indigent Defense, 6-Month Contract Extension
- 5. Interlocal Agreement Renewal 2025-2026 - Skagit County - Sedro-Woolley Senior Center
- 6. Interlocal Agreement - NW ESD and Skagit County School Districts and Law Enforcement Agencies - Handle with Care
- 7. Interagency Agreement - Washington Traffic Safety Commission - 2025 Region 11 Target Zero Task Force
- 8. Agreement Extension - Skagit County EMS and Sedro-Woolley Fire Department - Training Hub
- 9. 2025 Non-Represented Employee Salary Schedule - Resolution 1152-24
- 10. 2025 Mayor Salary - Ordinance 2092-24
- 11. Professional Services Agreement 2021-PS-02 Contract Amendment
- 12. Out-of-State Travel - Canine Purchase
- 13. 2025 Lodging Tax Grant Recommendations - Lodging Tax Advisory Committee

- f. Introduction of Special Guests and Presentation**

1. Director of Strategic Initiatives for North Star Monica Negrila
- g. City Administrator Report**
 1. Interlocal Agreement Update - Fire District 8
- h. Councilmember and Mayor's Report**
- i. Proclamation(s)**
- j. Public Comments**

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

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.' until 4:30pm the day before the meeting.
- k. Public Hearing(s)**
- l. Unfinished Business**
 1. 2025 Solid Waste Utility Rates - Ordinance 2086-24 - 2nd Read
 2. 2025-2026 Biennial Budget - Ordinance 2082-24 - 3rd Read
- m. New Business**
 1. Chapter 2.90 and Title 17 SWMC - Murals and Signs - Ordinance 2091-24 - 1st Read
 2. 2025 Master Fee Schedule - Resolution 1155-24 - 1st Read
 3. Contract Amendment - Zachor, Stock & Krepps, Inc., P.S. - Prosecution Services - 1st Read
- n. Information Only Items**
- o. Executive Session**
- p. Adjournment**
- q. Closed Session**
 1. To Discuss A Collective Bargaining Agreement

Next Meeting(s) City Council and Public Safety Committee - December 11, 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)

City of Sedro-Woolley

City Council - November 26, 2024

+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: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

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

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting, held on November 13, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

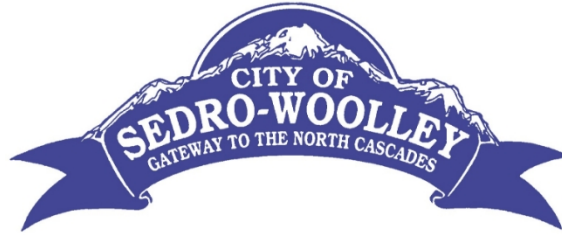
Minutes recorded for the Regular City Council Meeting, held on November 13, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 11-13-2024 Regular City Council minutes



Regular Meeting of the City Council
November 13, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Approval of Agenda

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

e. Consent Agenda

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

Motion to approve items 3, 4, 7, 8, 9 and 10 on the consent agenda by Councilmember Henderson and seconded by Councilmember Diamond. Motion carried (6-0).

Items 1, 2, 5 and 6 were pulled from the consent agenda for discussion.

Motion to approve items 1 and 2 on the consent agenda made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (5-1). Councilmember Kesti opposed.

Motion to approve item 5 on the consent agenda made by Councilmember Henderson and seconded by Councilmember Burns. Motion carried (6-0).

Motion to approve item 6 on the consent agenda made by Councilmember Henderson and seconded by Councilmember Cocke. Motion carried (6-0).

1. Minutes - Regular City Council Meeting - October 23rd, 2024

2. Minutes - City Council Study Session - November 6th, 2024
3. Check Register - Regular
4. Check Register - Off-Cycle
5. Appointment to Lodging Tax Advisory Committee - Cheryl Brue, Damond Morris, Betsy Anorbe, Sandy Kish
6. Appointment to Sedro-Woolley Housing Authority Commission - Kevin Riley
7. Professional Service Agreement - QCC - WWTP On-Call Engineering Support Services
8. American Rescue Plan Act Allocation
9. Settlement Agreement - Glenn Simmons
10. Memorial Park Picnic Shelter Donation - Ordinance 2090-24

f. Introduction of Special Guests and Presentation

1. Flock Safety Camera and Real Time Crime Center - Presenter Garret Thomson - Action Requested

Flock Safety Camera and Real Time Crime Center Garret Thompson and Kristen Macleod presented a slide show regarding license plate recognition.

Motion to authorize Chief Mcilraith to execute, sign a camera and real-time crime center solution, two-year contract with Flock Safety for \$44,550.00 made by Councilmember Henderson and seconded by Councilmember Burns. Motion carried (6-0).

2. K9 Program Presentation

Officer Cody Velthuisen presented a K9 Program slide show.

Motion to approve the (K9) canine program made by Councilmember Henderson and seconded by Councilmember Cocke. Motion carried (6-0).

3. Opioid Funds for a K9 Purchase - Resolution 1154-24 - 1st Read

City Administrator Charlie Bush spoke with council regarding using the opioid settlement funds for the K9 purchase.

Motion to approve Resolution 1154-24 expending opioid funds for K9 purchase made by Councilmember Henderson and seconded by Councilmember Burns. Motion carried (6-0).

g. City Administrator Report

1. Affordable Housing RFP - Brief Follow-Up Conversation Regarding Affordability Timeframe

The City Administrator shared information regarding affordable housing and had a brief follow-up conversation with the council regarding affordability and defining permanent

housing timeframe.

No action was taken.

h. Councilmember and Mayor's Report

Councilmember Loy attended the AWC District Meeting and shared with council Sedro-Woolley was represented along with some other local cities.

Councilmember Kesti spoke about the Sip and Stroll Event scheduled for November 30th, 2024 from 4pm-6pm and shared the list of sponsors involved.

Councilmember Diamond requested an update on the Community Development Grant Program.

Councilmember Henderson shared concern regarding scammers in town going door to door trying to sell jewelry because of a lost wallet, and also stated he had the pleasure of being invited to attend the Loggerodeo quarterly meeting.

Councilmember Cocke thanked all Veterans in honor of Veterans Day, and spoke about safety concerning students crossing HWY 20.

Councilmember Burns shared that constituents are thankful for the crosswalks on Township St and then gave an update regarding the Planning and Business Development Program.

Councilmember Lavacca was absent and had nothing to report.

Mayor Julia Johnson thanked Eric Johnston for all of his work as interim Engineer and then shared with the council he had taken another job and congratulated him.

i. Proclamation(s)

1. Native American Heritage Proclamation

Mayor Julia Johnson presented the Native American Heritage Proclamation to the Council.

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.' until 4:30pm the day before the meeting.

A public comment period was held.

k. Public Hearing(s)

1. Amendments to SWMC 17.24.010: Minimum CBD Commercial/Retail Floor Area - Ordinance 2067-24 - Action Requested

Planner Nicole McGowan shared the revised amendments to SWMC 17.24.010, minimum CBD commercial, retail floor area, Ordinance 2067-24 with the council.

A public hearing was held.

Motion to accept the Planning Commission's recommendation to approve Ordinance 2067-24 made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (6-0).

2. 2024 Budget Amendment No. 3 - Ordinance 2089-24 - 1st Read

Finance Director Kelly Kohnken shared updates on the 2024 budget amendment No. 3, Ordinance 2089-24.

A public hearing was held.

Motion to approve Ordinance 2089-24, the third amendment to the 2024 budget made by Councilmember Burns and seconded by Councilmember Henderson. Motion carried (6-0).

3. 2025 Utility Rates (Sewer, Solid Waste, Stormwater) - Ordinance 2085-24, 2086-24, 2087-24 - 1st Read

Public Works Director Bill Bullock presented to the council proposed 2025 utility rates for sewer, solid waste and stormwater, Ordinances 2085-24, 2086-24 and 2087-24.

A public hearing was held.

Motion to adopt Ordinance 2085-24 related to fees and charges for sewer made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (6-0).

Motion to adopt Ordinance 2087-24 related to fees and charges for surface and stormwater made by Councilmember Cocke and seconded by Councilmember Henderson. Motion carried (6-0).

No action was taken regarding Ordinance 2086-24 related to fees and charges for solid waste.

The Public Works Director Bill Bullock to bring back options regarding Solid Waste, Ordinance 2086-24 on November 26, 2024, City Council meeting.

I. Unfinished Business

1. Repealing Sedro-Woolley Municipal Code Chapter 2.41 "Salary Commission" - Ordinance 2088-24 - 1st Read

City Attorney Nikki Thompson shared information with the council regarding repealing Sedro-Woolley Municipal Code Chapter 2.41 "Salary Commission", Ordinance 2088-24.

Motion to approve Ordinance 2088-24, repealing Sedro-Woolley Municipal Code Chapter 2.41 "Salary Commission" made by Councilmember Henderson and seconded by Councilmember Kesti. Motion carried (4-2). Councilmembers Burns and Cocke opposed.

2. Economic Development Action Plan - 2nd Read

City Administrator Charlie Bush gave an update on the Economic Development Action Plan.

Motion to approve the Economic Development Action Plan with deletion of reference to specific business names made by Councilmember Cocke and seconded by Councilmember Burns. Motion carried (6-0).

3. 2025 Property Tax Levy - Ordinance 2080-24 - 3rd Read

Finance Director Kelly Kohnken shared information regarding the 2025 Property Tax Levy, Ordinance 2080-24.

Motion to approve Ordinance 2080-24, an ordinance approving the Sedro-Woolley portion of the property tax levy at an increase of 0% made by Councilmember Burns and seconded by Councilmember Cocke. Motion carried (6-0).

4. 2025-2026 Biennial Budget - Ordinance 2082-24 - 2nd Read

Finance Director Kelly Kohnken gave an update on the 2025-2026 Biennial Budget, Ordinance 2084-24.

No action was taken.

m. New Business

1. Accessory Dwelling Units (ADU) Chapter 17.100 of SWMC - Ordinance 2083-24 - 1st Read

Community Development Director Thomas Glover gave an update on Accessory Dwelling Units (ADU) Chapter 17.100 of SWMC, Ordinance 2083-24.

No action was taken.

n. Information Only Items

o. Executive Session

p. Adjournment

The meeting adjourned at 9:40 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: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims checks #203271 through #203377, plus EFTs. Payroll ACHs including associated benefit checks #61297 through #61301.

FISCAL IMPACT, IF APPROPRIATE:

Fiscal Impact:

Claims checks, plus EFTs, totaling \$427,398.07.

Payroll totaling \$410,642.14.

ATTACHMENTS:

1. 2024-11-27 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:11:43 Date: 11/19/2024

11/27/2024 To: 11/27/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
11791	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	55.15	
					101 - 576 80 47 052 - Bingham Caretaker	55.15	
11792	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	233.91	
					001 - 522 50 47 000 - Public Utilities	233.91	
11793	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	115.64	
					412 - 537 80 47 000 - Public Utilities	115.64	
11794	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	20.70	
					401 - 535 80 47 000 - Public Utilities	20.70	
11795	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	43.06	
					103 - 542 63 47 000 - Public Utilities	43.06	
11796	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	20.70	
					101 - 576 80 47 050 - Hammer Square	20.70	
11797	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	250.43	
					101 - 576 80 47 020 - Senior Center	250.43	
11798	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	474.72	
					101 - 576 80 47 070 - City Hall	474.72	
11799	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	23.47	
					001 - 521 20 47 000 - Public Utilities	23.47	
11800	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	16.60	
					401 - 535 80 47 000 - Public Utilities	16.60	
11801	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	23.61	
					101 - 576 80 47 053 - Other Utilities	23.61	
11802	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	68.85	
					101 - 576 80 47 010 - Community Center	68.85	
11803	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	181.66	
					101 - 576 80 47 070 - City Hall	181.66	
11804	11/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	232.54	
					401 - 535 80 47 000 - Public Utilities	232.54	
11805	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					101 - 576 80 47 053 - Other Utilities	14.45	
11806	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					104 - 595 20 63 082 - RW Trail Road Extension	14.45	
11807	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					104 - 595 20 63 082 - RW Trail Road Extension	14.45	
11808	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	161.47	
					104 - 559 30 01 105 - Utility Payment on Redeveloprr	161.47	
11809	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	95.84	
					101 - 576 80 47 025 - Olmsted Park	95.84	
11810	11/27/2024	Claims	2	EFT	City of Sedro-Woolley	40.61	2
					001 - 558 60 49 041 - Miscellaneous - Planning And	40.61	
11811	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	47.99	
					101 - 576 80 47 000 - Riverfront	47.99	
11812	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	75.06	
					102 - 536 20 47 000 - Public Utilities	75.06	
11813	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:11:43 Date: 11/19/2024

11/27/2024 To: 11/27/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 000 - Riverfront			41.22	
11814	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	333.66	
			101 - 576 80 47 000 - Riverfront			333.66	
11815	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	75.41	
			412 - 537 80 47 000 - Public Utilities			75.41	
11816	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	259.23	
			401 - 535 80 47 000 - Public Utilities			259.23	
11817	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	414.85	
			101 - 576 80 47 070 - City Hall			414.85	
11818	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	251.34	
			101 - 576 80 47 053 - Other Utilities			251.34	
11819	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	163.37	
			101 - 576 80 47 051 - Bingham / Memorial			163.37	
11820	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			101 - 576 80 47 040 - Train			41.22	
11821	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	37.46	
			101 - 576 80 47 070 - City Hall			37.46	
11822	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	190.44	
			101 - 576 80 47 050 - Hammer Square			190.44	
11823	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			401 - 535 80 47 000 - Public Utilities			41.22	
11824	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			001 - 521 20 47 000 - Public Utilities			41.22	
11825	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
11826	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			401 - 535 80 47 000 - Public Utilities			41.22	
11827	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	211.01	
			101 - 576 80 47 010 - Community Center			211.01	
11828	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	1,593.20	
			101 - 576 80 47 020 - Senior Center			1,593.20	
11829	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	401.32	
			101 - 576 80 47 000 - Riverfront			401.32	
11830	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	470.79	
			401 - 535 80 47 000 - Public Utilities			470.79	
11831	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
			101 - 576 80 47 053 - Other Utilities			83.10	
11832	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	54.08	
			104 - 559 30 01 105 - Utility Payment on Redeveloprr			54.08	
11833	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	192.92	
			001 - 522 50 47 000 - Public Utilities			192.92	
11834	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
			001 - 522 50 47 000 - Public Utilities			83.10	
11835	11/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	74.92	
			001 - 522 50 47 000 - Public Utilities			74.92	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:11:43 Date: 11/19/2024

11/27/2024 To: 11/27/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
11836	11/27/2024	Claims	2	EFT	Comcast Holdings Corp	471.06	
					001 - 518 80 42 021 - Internet Services	471.06	
11837	11/27/2024	Claims	2	EFT	Comcast Holdings Corp	71.95	
					101 - 576 80 47 020 - Senior Center	71.95	
11838	11/27/2024	Claims	2	EFT	Pitney Bowes	1,200.00	
					001 - 512 50 42 010 - Postage	261.81	
					001 - 514 23 42 010 - Postage	282.32	
					001 - 521 20 42 010 - Postage	219.52	
					425 - 531 50 42 010 - Postage	20.73	
					401 - 535 80 42 015 - Postage	269.40	
					102 - 536 20 42 010 - Postage	5.97	
					412 - 537 80 42 010 - Postage	124.34	
					103 - 542 30 31 000 - Operating Supplies	3.16	
					001 - 558 60 42 010 - Postage	1.66	
					001 - 595 10 42 000 - Postage	11.09	
11839	11/27/2024	Claims	2	EFT	US Bank -- Purchase Cards	11,419.05	
					401 - 343 50 00 000 - Sewer Service Charges	-347.95	
					631 - 389 90 01 631 - Unapplied Cash - Suspense	-57.00	
					001 - 513 10 31 000 - Supplies	1.00	
					001 - 513 10 43 000 - Meals/Travel	21.00	
					001 - 513 10 49 000 - Tuition/Registration	40.00	
					001 - 514 23 49 010 - Misc-Dues/Subscriptions	149.00	
					001 - 521 20 26 000 - Uniforms/Accessories	148.74	
					001 - 521 20 26 000 - Uniforms/Accessories	385.50	
					001 - 521 20 26 000 - Uniforms/Accessories	44.83	
					001 - 521 20 26 000 - Uniforms/Accessories	198.67	
					001 - 521 20 31 002 - Office/Operating Supplies	17.99	
					001 - 521 20 31 002 - Office/Operating Supplies	108.58	
					001 - 521 20 31 002 - Office/Operating Supplies	206.91	
					001 - 521 20 31 002 - Office/Operating Supplies	127.21	
					001 - 521 20 49 020 - Special Investigations	170.00	
					001 - 521 30 31 010 - Public Education Supplies	178.49	
					001 - 521 40 43 000 - Travel	-688.16	
					001 - 521 40 43 000 - Travel	1,438.25	
					001 - 521 40 49 000 - Tuition/Registration	150.00	
					001 - 521 40 49 000 - Tuition/Registration	150.00	
					001 - 521 40 49 000 - Tuition/Registration	795.00	
					001 - 522 20 31 000 - Operating Supplies	119.92	
					001 - 522 20 31 010 - Office Supplies	173.69	
					001 - 522 20 41 030 - Investigation	33.00	
					001 - 522 20 49 010 - Misc-Dues	45.50	
					001 - 522 21 49 020 - Tuition & Registration	75.00	
					425 - 531 50 49 000 - Tuition/Training	250.00	
					401 - 535 50 48 010 - Maintenance Of Lines	210.83	
					401 - 535 80 49 030 - Misc-Tuition/Registration	119.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	199.00	
					103 - 542 30 49 010 - Misc-Dues/Subscriptions	51.50	
					001 - 558 60 43 000 - Travel	321.96	
					001 - 558 60 49 010 - Dues/Subscript/Membership	945.00	
					001 - 558 60 49 010 - Dues/Subscript/Membership	50.00	
					001 - 558 60 49 010 - Dues/Subscript/Membership	40.00	
					101 - 576 80 35 010 - Safety Equipment	76.25	
					101 - 576 80 41 001 - Advertising	12.00	
					101 - 576 80 48 021 - Equipment	551.65	
					101 - 582 10 03 101 - Other Deposit Refund	35.00	
					101 - 582 10 03 101 - Other Deposit Refund	-35.00	
					101 - 582 10 03 101 - Other Deposit Refund	40.00	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	3,799.91	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	107.52	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	104.99	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	44.37	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:11:43 Date: 11/19/2024

11/27/2024 To: 11/27/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
11840	11/27/2024	Claims	2	EFT	United Parcel Service, Inc.	24.77	
					001 - 522 20 42 010 - Postage	24.77	
11841	11/27/2024	Claims	2	EFT	WA St Dept of Prof Licen	384.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	384.00	
11842	11/27/2024	Claims	2	EFT	WA St Dept of Revenue	22,935.22	
					425 - 531 50 44 000 - Taxes & Assessments	1,401.67	
					401 - 535 80 44 010 - Taxes & Assessments	8,576.71	
					102 - 536 20 44 010 - Taxes And Assessments	150.38	
					106 - 536 30 44 010 - Taxes and Assessments	10.50	
					412 - 537 80 44 001 - Taxes & Assessments	12,641.29	
					101 - 576 80 44 010 - Taxes And Assessments	100.91	
					102 - 589 30 11 102 - DO NOT USE - Sales Tax Remitt	53.76	
11843	11/27/2024	Claims	2	EFT	WEX Bank	38.97	
					001 - 513 10 43 000 - Meals/Travel	38.97	
11844	11/27/2024	Claims	2	EFT	WEX Bank	1,597.02	
					001 - 522 20 32 000 - Auto Fuel/Diesel	1,597.02	
11845	11/27/2024	Claims	2	EFT	WEX Bank	102.55	
					101 - 576 80 32 000 - Auto Fuel/Diesel	102.55	
11846	11/27/2024	Claims	2	EFT	WEX Bank	781.05	
					001 - 521 20 32 000 - Auto Fuel	781.05	
11847	11/27/2024	Claims	2	EFT	WEX Bank	95.06	
					401 - 535 80 32 000 - Auto Fuel/Diesel	95.06	
11848	11/27/2024	Claims	2	EFT	WEX Bank	47.53	
					412 - 537 80 32 000 - Auto Fuel/Diesel	47.53	Fuel 514
11849	11/27/2024	Claims	2	EFT	WEX Bank	47.53	
					425 - 531 50 32 000 - Vehicle Fuel	47.53	
11850	11/27/2024	Claims	2	EFT	WEX Bank	97.53	
					103 - 542 30 35 000 - Small Tools/Minor Equip	97.53	
11851	11/27/2024	Claims	2	EFT	WM of Washington Inc.	939.66	
					412 - 537 60 47 010 - Curbside Recycling Disposal	939.66	Curb recycling
11852	11/27/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	860.97	
					001 - 512 50 42 020 - Telephone	51.66	
					001 - 513 10 42 020 - Telephone	77.49	
					001 - 514 23 42 020 - Telephone	77.49	
					001 - 515 31 42 001 - Telephone	34.44	
					001 - 518 80 42 020 - Telephone	25.83	
					001 - 521 20 42 020 - Telephone	258.29	
					001 - 522 20 42 020 - Telephone	94.71	
					001 - 524 20 42 020 - Telephone	25.83	
					401 - 535 80 42 020 - Telephone	68.86	
					412 - 537 80 42 020 - Telephone	34.44	
					103 - 542 30 42 020 - Telephone	8.61	
					001 - 558 60 42 020 - Telephone	25.83	
					101 - 576 80 42 020 - Telephone	17.22	
					001 - 595 10 42 020 - Telephone	60.27	
11853	11/27/2024	Claims	2	203271	A-1 Mobile Lock & Key	24.98	
					101 - 576 80 31 006 - Operating Sup - City Hall	24.98	File cabinet Keys for HR
11854	11/27/2024	Claims	2	203272	A-1 Shredding	219.00	
					001 - 514 23 31 000 - Supplies	60.00	
					001 - 521 20 41 001 - Professional Services	114.00	
					001 - 524 20 31 000 - Off/Oper Supps & Books	15.00	

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			001 - 558 60 31 000 - Supplies/Books			15.00	
			001 - 595 10 31 000 - Supplies			15.00	
11855	11/27/2024	Claims	2	203273	AWC - Employee Benefit Trust	3,100.56	
			001 - 521 20 27 000 - Retired Medical			3,100.56	
11856	11/27/2024	Claims	2	203274	Ackermann Electric Co.	917.67	
			401 - 535 80 41 000 - Professional Services			917.67	
11857	11/27/2024	Claims	2	203275	Amazon Capital Svcs, Inc	3,190.89	
			001 - 512 50 31 000 - Supplies			80.07	
			001 - 512 50 31 000 - Supplies			12.96	
			001 - 512 50 31 000 - Supplies			19.36	
			001 - 512 50 31 000 - Supplies			42.10	
			001 - 513 10 31 000 - Supplies			99.59	
			001 - 513 10 31 000 - Supplies			80.33	
			001 - 514 23 31 000 - Supplies			564.44	
			001 - 514 23 31 000 - Supplies			32.35	
			001 - 521 20 31 002 - Office/Operating Supplies			108.59	
			001 - 521 20 31 002 - Office/Operating Supplies			123.06	
			001 - 521 20 31 002 - Office/Operating Supplies			24.75	
			001 - 521 20 31 002 - Office/Operating Supplies			162.79	
			001 - 521 20 31 002 - Office/Operating Supplies			188.74	
			001 - 522 20 31 000 - Operating Supplies			19.17	
			001 - 522 20 32 000 - Auto Fuel/Diesel			284.51	
			001 - 522 20 48 000 - Repairs/Maint-Equip			27.14	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			280.36	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			58.97	
			001 - 524 20 31 000 - Off/Oper Supps & Books			27.79	
			001 - 524 20 31 000 - Off/Oper Supps & Books			41.28	
			001 - 558 60 31 000 - Supplies/Books			27.79	
			001 - 558 60 31 000 - Supplies/Books			41.27	
			101 - 576 80 31 006 - Operating Sup - City Hall			361.84	
			101 - 576 80 48 009 - Hammer Square			93.39	
			101 - 576 80 48 010 - Office Equip			222.89	
			101 - 576 80 48 010 - Office Equip			29.16	
			101 - 576 80 48 016 - City Hall			27.69	
			401 - 594 35 64 001 - Portable Equipment			39.45	
			001 - 595 10 31 000 - Supplies			27.79	
			001 - 595 10 31 000 - Supplies			41.27	
11858	11/27/2024	Claims	2	203276	Axon Enterprise, Inc.	16,172.18	
			001 - 591 28 70 002 - Lease - Police Tasers			16,172.18	
11859	11/27/2024	Claims	2	203277	BNSF Railway Co	1,212.76	
			425 - 531 50 41 000 - Professional Services			1,212.76	
11860	11/27/2024	Claims	2	203278	Beaver Lake Quarry	4,713.54	
			103 - 542 30 48 002 - Crushed Aggregate			4,713.54	
11861	11/27/2024	Claims	2	203279	Blythe Mechanical Inc	4,219.48	
			101 - 594 76 31 000 - Buildings & Structures			4,219.48	
11862	11/27/2024	Claims	2	203280	Bo, Phal & But, Aet	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
11863	11/27/2024	Claims	2	203281	Boulder Park Inc	15,085.45	
			401 - 535 80 35 020 - Solids Handling			15,085.45	
11864	11/27/2024	Claims	2	203282	Bound Tree Medical LLC	6,801.09	
			001 - 522 21 49 000 - Miscellaneous			6,801.09	
11865	11/27/2024	Claims	2	203283	C.Hlth130, dba Cardinal Health 112 LLC	26.78	
			001 - 522 21 31 000 - Operating Supplies - Medical			26.78	

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11866	11/27/2024	Claims	2	203284	Carl's Towing	206.34	
					001 - 521 20 41 001 - Professional Services	206.34	
11867	11/27/2024	Claims	2	203285	Carletti Architects Ps	1,570.00	
					001 - 521 20 41 001 - Professional Services	1,570.00	
11868	11/27/2024	Claims	2	203286	Central Welding Supply	139.36	
					001 - 522 21 31 000 - Operating Supplies - Medical	139.36	
11869	11/27/2024	Claims	2	203287	Cities Insurance Assoc	949.50	
					001 - 514 23 46 000 - Insurance & Bonds	420.01	
					001 - 514 23 46 000 - Insurance & Bonds	-470.51	
					001 - 521 20 46 000 - Insurance	1,000.00	
11870	11/27/2024	Claims	2	203288	City of Arlington	257.05	
					001 - 521 40 49 000 - Tuition/Registration	257.05	
11871	11/27/2024	Claims	2	203289	Community Action of Skagit Cnty	1,000.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	1,000.00	
11872	11/27/2024	Claims	2	203290	Connectwise LLC	2,054.34	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	2,054.34	
11873	11/27/2024	Claims	2	203291	Consumer Rental, LLC	143.07	
					101 - 576 80 48 002 - RV Park	143.07	
11874	11/27/2024	Claims	2	203292	DS Services of America, Inc.	89.66	
					425 - 531 50 31 000 - Operating Supplies	89.66	
11875	11/27/2024	Claims	2	203293	Databar, Inc	2,950.56	
					425 - 531 50 42 010 - Postage	118.01	
					401 - 535 80 42 015 - Postage	1,917.87	
					412 - 537 80 42 010 - Postage	914.68	
11876	11/27/2024	Claims	2	203294	Gregory Dixon	901.00	
					001 - 515 93 41 001 - Indigent Defense Conflict Cour	901.00	
11877	11/27/2024	Claims	2	203295	A. Dykstra, dba Dykstra Farms LLC	1,960.00	
					412 - 537 60 47 020 - Site Yard Waste Disposal	1,960.00	Site recycle grass
11878	11/27/2024	Claims	2	203296	E & E Lumber, Inc.	874.90	
					401 - 535 80 35 000 - Small Tools & Minor Equip	34.90	
					401 - 535 80 35 000 - Small Tools & Minor Equip	42.78	
					102 - 536 20 48 010 - Repair/maint-Office Equip	27.08	
					103 - 542 30 31 000 - Operating Supplies	53.65	
					103 - 542 30 31 000 - Operating Supplies	8.08	
					103 - 542 30 31 000 - Operating Supplies	23.40	
					103 - 542 30 31 000 - Operating Supplies	42.53	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	469.12	
					101 - 576 80 31 006 - Operating Sup - City Hall	8.53	
					101 - 576 80 48 005 - Senior Center	32.65	
					101 - 576 80 48 014 - Winnie Houser Park	44.47	
					101 - 576 80 48 014 - Winnie Houser Park	28.96	
					101 - 576 80 48 016 - City Hall	34.90	
					101 - 576 80 48 022 - Evidence Garage	23.85	
11879	11/27/2024	Claims	2	203297	Eagle Engraving Inc.	195.95	
					001 - 521 20 31 002 - Office/Operating Supplies	195.95	
11880	11/27/2024	Claims	2	203298	Edge Analytical Inc	190.00	
					401 - 535 80 41 000 - Professional Services	190.00	
11881	11/27/2024	Claims	2	203299	Enviro-Clean Equip, Inc.	1,084.90	
					425 - 531 50 48 000 - Repairs/Maintenance	1,084.90	Ravo Sweeper

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11882	11/27/2024	Claims	2	203300	Environmental Abatement Svcs Inc.	2,269.74	
					401 - 535 80 41 000 - Professional Services	2,269.74	
11883	11/27/2024	Claims	2	203301	Epic Land Solutions Inc	826.26	
					104 - 595 20 63 084 - RW - SR20 Cascade Trail - Phas	826.26	
11884	11/27/2024	Claims	2	203302	Facet NW, Inc	26,356.26	
					001 - 558 60 41 000 - Professional Services	26,356.26	
11885	11/27/2024	Claims	2	203303	Family Promise of Skagit Valley	1,100.25	
					116 - 551 00 00 116 - Public Housing Services	1,100.25	
11886	11/27/2024	Claims	2	203304	Fastenal Company	22.87	
					412 - 537 80 31 000 - Operating Supplies	22.87	
11887	11/27/2024	Claims	2	203305	Cleotilde Felix	1,821.75	
					001 - 512 50 41 000 - Professional Services	1,821.75	
11888	11/27/2024	Claims	2	203306	Fire House Innovations LI	915.00	
					001 - 522 45 49 000 - Training Facilities	915.00	
11889	11/27/2024	Claims	2	203307	Firefighter Inspiration Readiness	3,735.00	
					001 - 522 21 49 020 - Tuition & Registration	3,735.00	
11890	11/27/2024	Claims	2	203308	Galls Parent Holdings, LLC	1,731.65	
					001 - 522 20 26 000 - Uniforms	213.72	
					001 - 522 20 26 000 - Uniforms	106.87	
					001 - 522 20 26 000 - Uniforms	570.15	
					001 - 522 20 26 000 - Uniforms	570.15	
					001 - 522 20 26 000 - Uniforms	270.76	
11891	11/27/2024	Claims	2	203309	Good to Go!	15.00	
					001 - 521 40 43 000 - Travel	15.00	
11892	11/27/2024	Claims	2	203310	Gray & Osborne Inc	7,806.44	
					425 - 531 50 41 000 - Professional Services	7,806.44	
11893	11/27/2024	Claims	2	203311	Hughes Fire Equip Inc	5,917.18	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,737.10	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,031.57	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,091.05	
					001 - 522 20 48 000 - Repairs/Maint-Equip	320.35	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,737.11	
11894	11/27/2024	Claims	2	203312	Humane Society Of Skagit	712.00	
					001 - 521 20 41 021 - Humane Society	712.00	
11895	11/27/2024	Claims	2	203313	Janicki Industries	200.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
11896	11/27/2024	Claims	2	203314	Tucker Johnson	102.00	
					103 - 542 30 49 040 - CDL Endorcement Fees	102.00	
11897	11/27/2024	Claims	2	203315	Alan F Jongsma	5,244.50	
					001 - 524 20 41 000 - Professional Services	5,244.50	
11898	11/27/2024	Claims	2	203316	L N Curtis & Sons	503.36	
					001 - 521 20 26 000 - Uniforms/Accessories	325.80	
					001 - 521 20 26 000 - Uniforms/Accessories	177.56	
11899	11/27/2024	Claims	2	203317	The Language Exchange, Inc	810.00	
					001 - 512 50 41 040 - Language Interpreter	810.00	

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11900	11/27/2024	Claims	2	203318	Lauts Inc dba Lautenbach Industries	892.50	
					412 - 537 60 47 015 - Construction Demolition Land I	248.75	Faber
					412 - 537 60 47 015 - Construction Demolition Land I	643.75	BYK, Brickyard Park, Bucko
11901	11/27/2024	Claims	2	203319	Lenz Enterprises, Inc	912.90	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	912.90	
11902	11/27/2024	Claims	2	203320	Les Schwab Tire Center	2,073.48	
					412 - 537 50 48 000 - Repairs/maint-equip	1,937.73	Unit 519, 522 tires
					412 - 537 60 47 011 - Site Recycling Disposal	135.75	Tires - site recycle
11903	11/27/2024	Claims	2	203321	NW Center Svcs, Inc dba Lithtex NW	512.59	
					001 - 514 23 31 000 - Supplies	512.59	
11904	11/27/2024	Claims	2	203322	Loggers & Contractors	76.02	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	76.02	
11905	11/27/2024	Claims	2	203323	Lou's Gloves Inc.	850.00	
					401 - 535 80 31 010 - Operating Supplies	850.00	
11906	11/27/2024	Claims	2	203324	McLoughlin & Eardley Corp	5,320.04	
					501 - 594 21 64 501 - Equip & Vehicles - Police	2,592.87	
					501 - 594 21 64 501 - Equip & Vehicles - Police	2,727.17	
11907	11/27/2024	Claims	2	203325	Meyer Sign	241.54	
					001 - 522 20 31 000 - Operating Supplies	241.54	
11908	11/27/2024	Claims	2	203326	Walter E Nelson Co. of N. WA	177.52	
					101 - 576 80 48 016 - City Hall	177.52	
11909	11/27/2024	Claims	2	203327	Nelson Dist, Inc. dba Nelson-Reisner	219.65	
					501 - 548 30 31 000 - Operating Supplies	219.65	
11910	11/27/2024	Claims	2	203328	Northline Surveying Inc	540.00	
					001 - 595 10 41 000 - Professional Services	540.00	
11911	11/27/2024	Claims	2	203329	Northstar Chemical Inc	2,415.70	
					401 - 535 80 31 020 - Op Supplies-Chemicals	477.19	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,938.51	
11912	11/27/2024	Claims	2	203330	Oliver-Hammer, Inc	332.51	
					103 - 542 30 35 010 - Safety Equipment	245.76	
					103 - 542 30 35 010 - Safety Equipment	86.75	
11913	11/27/2024	Claims	2	203331	OptumCare	302.99	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	302.99	
11914	11/27/2024	Claims	2	203332	P & P Excavating, LLC	877.64	
					401 - 535 50 48 010 - Maintenance Of Lines	877.64	
11915	11/27/2024	Claims	2	203333	PB Parent Holdco, LP dba	254.11	
					412 - 537 80 31 000 - Operating Supplies	93.92	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	73.30	
					101 - 576 80 31 006 - Operating Sup - City Hall	86.89	
11916	11/27/2024	Claims	2	203334	PROCUM LLC	390.00	
					001 - 513 10 41 001 - Professional Services-HR	78.00	
					001 - 521 20 41 001 - Professional Services	78.00	
					001 - 522 20 41 030 - Investigation	156.00	
					001 - 524 20 41 000 - Professional Services	26.00	
					001 - 558 60 41 000 - Professional Services	26.00	
					001 - 595 10 41 000 - Professional Services	26.00	

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11917	11/27/2024	Claims	2	203335	Pacific Style Lawn Maint. Inc.	1,058.85	
					101 - 576 80 31 100 - Fertilizer/Herbicide	515.85	
					101 - 576 80 48 014 - Winnie Houser Park	543.00	
11918	11/27/2024	Claims	2	203336	Pacific Trade Sys, Inc,	23.78	
					101 - 576 80 48 022 - Evidence Garage	23.78	
11919	11/27/2024	Claims	2	203337	Parker Corporate Svcs, Inc.	125.00	
					101 - 576 80 41 000 - Professional Services	125.00	
11920	11/27/2024	Claims	2	203338	Frederick Pfundt	250.00	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	250.00	
11921	11/27/2024	Claims	2	203339	Power DMS, Inc.	2,836.53	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	2,836.53	
11922	11/27/2024	Claims	2	203340	Precision Turf Equip	70.49	
					101 - 576 80 48 021 - Equipment	70.49	Ex mark mower
11923	11/27/2024	Claims	2	203341	Proforce Marketing, Inc	1,135.36	
					001 - 594 21 64 000 - Machinery & Equipment	1,135.36	
11924	11/27/2024	Claims	2	203342	Public Safety Testing, Inc	218.00	
					001 - 521 20 41 001 - Professional Services	218.00	
11925	11/27/2024	Claims	2	203343	Red's Mobile 24-Hour Truck & Equip Repai	4,450.78	
					412 - 537 50 48 000 - Repairs/maint-equip	852.85	Unit 519
					412 - 537 50 48 000 - Repairs/maint-equip	173.76	Unit 522
					412 - 537 50 48 000 - Repairs/maint-equip	2,091.42	Unit 526
					412 - 537 50 48 000 - Repairs/maint-equip	1,023.01	Currotto
					101 - 576 80 48 021 - Equipment	309.74	Unit 101
11926	11/27/2024	Claims	2	203344	Ricoh USA, Inc	325.28	
					001 - 514 23 45 000 - Operating Rentals/Leases	103.72	
					001 - 524 20 31 000 - Off/Oper Supps & Books	63.71	
					425 - 531 50 31 000 - Operating Supplies	30.43	
					001 - 558 60 31 000 - Supplies/Books	63.71	
					001 - 595 10 31 000 - Supplies	63.71	
11927	11/27/2024	Claims	2	203345	Ricoh USA, Inc	462.16	
					001 - 514 23 45 000 - Operating Rentals/Leases	231.08	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA)	77.03	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA)	77.02	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA)	77.03	
11928	11/27/2024	Claims	2	203346	Sea-Western, Inc.	10,098.43	
					501 - 594 22 64 501 - Vehicles - Fire	8,501.85	
					501 - 594 22 64 501 - Vehicles - Fire	1,596.58	
11929	11/27/2024	Claims	2	203347	Sedro-Woolley Auto Parts Inc	308.24	
					001 - 522 20 48 000 - Repairs/Maint-Equip	17.05	
					412 - 537 80 31 000 - Operating Supplies	21.18	
					412 - 537 80 31 000 - Operating Supplies	9.86	
					412 - 537 80 31 000 - Operating Supplies	11.86	
					103 - 542 30 31 000 - Operating Supplies	39.29	
					103 - 542 30 31 000 - Operating Supplies	58.29	
					103 - 542 30 31 000 - Operating Supplies	39.06	
					103 - 542 30 31 000 - Operating Supplies	24.49	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	11.96	
					101 - 576 80 35 000 - Small Tools & Minor Equip	61.34	
					101 - 576 80 48 016 - City Hall	13.86	
11930	11/27/2024	Claims	2	203348	M.T. Gehring dba Sedro-Woolley Auto	1,226.68	

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			001 - 521 20 48 010		- Repair & Maint - Auto	1,226.68	
11931	11/27/2024	Claims	2	203349	Dexter & Joanie Self	1,000.00	
			101 - 582 10 01 101		- Community Center Deposit Ref	1,000.00	
11932	11/27/2024	Claims	2	203350	Skagit 911	8,827.99	
			001 - 522 20 41 020		- Central Dispatch	8,827.99	
11933	11/27/2024	Claims	2	203351	Skagit Aggregates LLC	1,158.34	
			103 - 542 61 48 001		- Sidewalk Replacement Partners	615.07	
			103 - 542 61 48 001		- Sidewalk Replacement Partners	543.27	
11934	11/27/2024	Claims	2	203352	Skagit Cnty Public Works	128,948.85	
			412 - 537 60 47 000		- Solid Waste Disposal	96,173.80	
			103 - 595 30 63 020		- Resurfacing Projects	32,775.05	
11935	11/27/2024	Claims	2	203353	Skagit Cnty Treasurer	47.56	
			635 - 589 30 05 635		- County Crime Victim Witness P	47.56	
11936	11/27/2024	Claims	2	203354	Skagit Conservation District	1,029.46	
			425 - 531 50 41 002		- Contracted Services	1,029.46	
11937	11/27/2024	Claims	2	203355	Skagit Farmers Supply	132.86	
			401 - 535 50 48 060		- Maintenance Of Buildings	27.13	
			401 - 535 50 48 060		- Maintenance Of Buildings	57.49	
			401 - 535 50 48 060		- Maintenance Of Buildings	22.77	
			103 - 542 30 31 000		- Operating Supplies	25.47	
11938	11/27/2024	Claims	2	203356	PNG Media LLC, dba Skagit Publishing	1,291.20	
			001 - 511 60 31 001		- Legal Publications	150.64	
			001 - 511 60 31 001		- Legal Publications	102.22	
			001 - 511 60 31 001		- Legal Publications	172.16	
			001 - 558 60 41 010		- Advertising	204.44	
			001 - 558 60 41 010		- Advertising	96.84	
			001 - 558 60 41 010		- Advertising	564.90	
11939	11/27/2024	Claims	2	203357	Skagit Regional Health	290.00	
			001 - 522 20 41 010		- Prof Service-Medical Exams	180.00	
			412 - 537 80 31 000		- Operating Supplies	110.00	
11940	11/27/2024	Claims	2	203358	Smarsh Inc.	157.38	
			001 - 591 80 70 517		- Leases + Subscription IT (SBITA	157.38	
11941	11/27/2024	Claims	2	203359	Springbrook Holding Company LLC	32,411.15	
			001 - 514 23 41 011		- Professional Services	21,392.46	
			425 - 531 50 41 000		- Professional Services	999.60	
			401 - 535 50 48 000		- Maintenance Contracts	6,893.81	
			412 - 537 80 41 000		- Professional Services	3,125.28	
11942	11/27/2024	Claims	2	203360	Staples, Inc.	61.15	
			401 - 535 80 31 000		- Office Supplies	61.15	
11943	11/27/2024	Claims	2	203361	Stiles & Lehr Law Inc., PS	4,312.25	
			001 - 512 50 41 010		- Municipal Court Judge	4,312.25	
11944	11/27/2024	Claims	2	203362	Systems Design West, LLC	3,668.29	
			001 - 522 21 41 000		- EMS Professional Services-Sys I	3,668.29	
11945	11/27/2024	Claims	2	203363	T-Mobile USA Inc.	250.00	
			001 - 521 20 49 020		- Special Investigations	250.00	
11946	11/27/2024	Claims	2	203364	Paul Taylor	2,224.00	
			001 - 521 20 27 000		- Retired Medical	2,224.00	
11947	11/27/2024	Claims	2	203365	Kirsten Thompson	270.98	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 21 41 000 - EMS Professional Services-Sys I			270.98	
11948	11/27/2024	Claims	2	203366	Town of La Conner	2,441.67	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			2,441.67	
11949	11/27/2024	Claims	2	203367	Tracy Buckham	6,434.55	
			101 - 594 76 31 000 - Buildings & Structures			6,434.55	
11950	11/27/2024	Claims	2	203368	Util Underground Loc Ctr	87.92	
			401 - 535 80 31 010 - Operating Supplies			87.92	
11951	11/27/2024	Claims	2	203369	Verizon Wireless - VSAT	470.00	
			001 - 521 20 31 002 - Office/Operating Supplies			175.00	
			001 - 521 20 31 002 - Office/Operating Supplies			295.00	
11952	11/27/2024	Claims	2	203370	Vestis Group, Inc	93.35	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			412 - 537 80 47 000 - Public Utilities			7.03	
			412 - 537 80 49 000 - Misc-Laundry			7.03	
			412 - 537 80 49 000 - Misc-Laundry			7.03	
			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	
			103 - 542 30 49 000 - Misc-Laundry			5.00	
			103 - 542 30 49 000 - Misc-Laundry			5.00	
			103 - 542 30 49 000 - Misc-Laundry			5.00	
11953	11/27/2024	Claims	2	203371	WA Assoc Of Building Off	109.00	
			001 - 524 20 49 010 - Misc-Dues			109.00	
11954	11/27/2024	Claims	2	203372	WA St Dept of Ecology	400.00	
			401 - 535 80 49 030 - Misc-Tuition/Registration			200.00	
			401 - 535 80 49 030 - Misc-Tuition/Registration			200.00	
11955	11/27/2024	Claims	2	203373	WA St Off of Treasurer	3,454.48	
			635 - 586 30 00 635 - State Court Fees Remittance			3,454.48	
11956	11/27/2024	Claims	2	203374	WA St Patrol	37.50	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			11.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			26.50	
11957	11/27/2024	Claims	2	203375	Witmer Public Safety Group Inc.	1,573.76	
			501 - 594 22 64 501 - Vehicles - Fire			282.34	
			501 - 594 22 64 501 - Vehicles - Fire			184.61	
			501 - 594 22 64 501 - Vehicles - Fire			318.42	
			501 - 594 22 64 501 - Vehicles - Fire			456.10	
			501 - 594 22 64 501 - Vehicles - Fire			238.90	
			501 - 594 22 64 501 - Vehicles - Fire			93.39	
11958	11/27/2024	Claims	2	203376	Woods Acquisition Corp	204.03	
			103 - 542 30 31 000 - Operating Supplies			39.47	
			101 - 576 80 48 021 - Equipment			164.56	
11959	11/27/2024	Claims	2	203377	World Kinect Energy Services, dba	7,187.09	
			001 - 521 20 32 000 - Auto Fuel			1,553.60	
			001 - 522 20 32 000 - Auto Fuel/Diesel			124.14	
			001 - 522 20 32 000 - Auto Fuel/Diesel			90.00	
			425 - 531 50 32 000 - Vehicle Fuel			232.79	
			425 - 531 50 32 000 - Vehicle Fuel			90.32	
			102 - 536 20 32 000 - Auto Fuel/Diesel			91.58	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		412 - 537 80 32 000 - Auto Fuel/Diesel				118.63	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,234.95	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,801.87	
		412 - 537 80 32 000 - Auto Fuel/Diesel				89.93	Fuel 514
		103 - 542 30 32 000 - Auto Fuel/Diesel				217.36	
		103 - 542 30 32 000 - Auto Fuel/Diesel				83.05	
		101 - 576 80 32 000 - Auto Fuel/Diesel				420.19	
		101 - 576 80 32 000 - Auto Fuel/Diesel				38.68	
		001 Current Expense Fund				151,156.99	
		101 Parks & Facilities Fund				23,522.73	
		102 Cemetery Fund				403.83	
		103 Street Fund				40,521.54	
		104 Arterial Street Fund				1,070.71	
		106 Cemetery Endowment Fund				10.50	
		116 Affordable Housing - HB 1406				1,100.25	
		401 Sewer Operations Fund				43,262.42	
		412 Solid Waste Operations Fund				131,163.88	
		425 Stormwater Operations				14,414.30	
		501 Equipment Replacement Fund				17,211.88	
		631 Suspense Fund				57.00	
		635 Custodial Fund				3,502.04	
							Claims: 427,398.07
		* Transaction Has Mixed Revenue And Expense Accounts				427,398.07	

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

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date



City Council Agenda Item

Agenda Item No.: e.3.

Date: November 26, 2024

From: Charlie Bush, City Administrator

Subject: Professional Services Agreement - Family Promise House Bill 1406 - Scope of Work Amendment

RECOMMENDED ACTION:

Motion to authorize the Mayor to execute a contract amendment with Family Promise to adjust funding within categories of the scope of work on the 2024 House Bill 1406 contract

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Family Promise asked staff a question on October 22nd, 2024 about how funding could be spent within their current 2024 contract related to House Bill 1406 funding. The parties discussed an issue where funds would best be spent if they were adjusted between categories in the contract's scope of work. The parties agreed upon an amended scope of work that requires City Council approval to be binding. It is attached and would be executed through a contract amendment.

FISCAL IMPACT, IF APPROPRIATE:

There is no additional financial impact to moving expenditure items between categories in the scope of work.

ATTACHMENTS:

1. Amendment 1 Family Promise 1406 PSA 2024
2. 2024-102 Professional Services Family Promise & COFSW

**AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
HOUSING SERVICES ENTERED INTO BY THE CITY OF SEDRO-WOOLLEY AND
FAMILY PROMISE OF SKAGIT VALLEY ON MARCH 27, 2024**

WHEREAS, Family Promise asked staff a question on October 22nd, 2024 about how funding could be spent within their current 2024 contract related to House Bill 1406 funding; and

WHEREAS, the parties discussed an issue where funds would best be spent if they were adjusted between categories in the contract's scope of work; and

WHEREAS, the parties agreed upon an amended scope of work that requires City Council approval to be binding;

NOW THEREFORE, Attachment A of the contract is amended as follows:

Attachment A

Family Promise

Sedro-Woolley 2023 Scope of Work with HB 1406 Funds

Family Promise of Skagit Valley is a 501(c)(3) nonprofit serving homeless families with children in our community since 2015. Our organization provides temporary shelter, transitional housing, homelessness prevention services, meals, basic needs, healing and life skills support. We serve families of all compositions experiencing or at risk of homelessness. Since 2015, we have served over 748 homeless families with children (over 1,593 children and 2,639 total individuals) in our community. Across all of our programs in 2023, we served 698 individuals (185 families and 445 children).

The Skagit County community is facing an unprecedented and tragic crisis of:

Rising Childhood Homelessness: Skagit County currently has over 1,600 homeless children and rising. Children experiencing homelessness are three times more likely to be placed in a special education program, 8-9 times more likely to repeat a grade, and seven times more likely to commit suicide. 42% drop out of school and 47% suffer from depression and anxiety.

Few Housing Options: The Skagit County housing market is tied for the lowest vacancy rate in the state, at just 0.4%, while homelessness has increased by 70% since 2022 (Skagit County Point in Time Count 2023). With scarce affordable housing options, even double-income families with good jobs and savings are falling into homelessness and unable to find housing.

To lift families out of homelessness, Family Promise operates using an evidence-based Three-Stage Housing model. Clients who enter our emergency shelter in crisis receive the support they need before graduating into second-stage multi-family transition housing or our third-stage

housing (one family paying below-market rate costs with supportive services). This three-stage approach is proven to drastically reduce the risk of a return to homelessness and is a sustainable solution to homelessness. We achieved an 80% permanent housing success rate in 2023, which exceeds state standards and matches the high standards of our national affiliate.

The families we served in 2023 were all either chronically homeless or were ranked in the extremely low poverty range. Ninety-five percent fell under the 30% AMI and the remaining 5% fell under the 50% AMI. Upon intake we screen the family for current income, housing options, strengths, opportunities, and current weaknesses and barriers to housing stability. Priority goes first to situationally homeless families but we also make sure to lower barriers to serve more chronic situations when possible.

For many years now Sedro Woolley has had some of the highest child homelessness rates. In 2020 (a year we believe was under documented) Sedro Woolley had 318 homeless school age children as compared to the 251 homeless families in Mount Vernon. Family Promise is dedicated to continuing to create innovative housing methods to support a healthier community.

This funding will allow families who work in Sedro Woolley or have children in school in Sedro Woolley to remain in our community. Currently rents have been increasing at a rate that does not allow many of the clients to find housing here. The lack of affordable housing options is creating longer stays in shelters, slowing down our ability to serve as many families.

Expense	Amount
Rental Assistance for Sedro Woolley Residence/FP graduates: This would allow us to provide rental assistance to 2-3 families who have graduated our financial literacy and keys to good tenancy courses. We could provide \$100-\$300 per month for up to 3 months per family.	\$2,000\$5,161.15
Grace House Sedro Woolley monthly housing rental: \$1,000 a month pays for 1 apartment for a 3rd stage housing guest and 6 bedrooms for 3 transitional house families.	\$12,000\$8,838.85
Operations support for Acquisition of Sedro Woolley Housing	\$5,000
Down Payment on a House in Sedro-Woolley to Be Used for Affordable Housing	\$25,000
Total Funding	\$44,000

Other funding sources that our organization has secured to supplement this effort:

- We are in the process of applying for County and WA state funding to purchase our Sedro Woolley Promise House to help offset the cost to operate.
- We recently applied for state rental assistance funding but are uncertain if we will qualify
- Last year we utilized housing vouchers from Skagit housing authority and are seeking new relationships like this

We will provide a written and oral report to the City Council for the 2024/25 funding to report on the results of your investment. Our financial records, related to the expenditure of City of Sedro-Woolley House Bill 1406 funds, will also be available for the City's review and audit, upon request.

The parties have agreed to this amendment on this 26th day of November 2024.

CITY OF SEDRO-WOOLLEY

FAMILY PROMISE OF SKAGIT VALLEY

By _____

Julia Johnson, Mayor

By _____

Audrea Woll, Executive Director

Approved as to form:

Nikki Thompson, City Attorney



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Family Promise of Skagit Valley, whose address is PO Box 335, Sedro-Woolley, WA 98284, hereinafter referred to as the "Consultant".

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

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

agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

III.6 **INDEMNITY.**

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

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

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

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and

defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

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

III.7 **INSURANCE.**

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

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

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

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

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

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

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

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

rating.

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

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

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

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

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

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

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

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

III.11 **INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent

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

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

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

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

e. Debarment.

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described

in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed **twenty-eight thousand (\$28,000)** 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. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

ARTICLE V. GENERAL

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

325 Metcalf Street
Sedro-Woolley, WA 98284

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

PO Box 335
Sedro-Woolley, WA 98284

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

DATED this 27th day of March 2024.

CITY OF SEDRO-WOOLLEY

DocuSigned by:
By Julia Johnson
3C84008CC848#BD...
Julia Johnson, Mayor

FAMILY PROMISE OF SKAGIT VALLEY

DocuSigned by:
By Audrea Woll
0A98A3202A0C443...
Audrea Woll, Executive Director

Approved as to form:

DocuSigned by:
Nikki Thompson
8E783717B449479...
Nikki Thompson, City Attorney

Exhibit A Scope of Services

Family Promise

Sedro-Woolley 2023 Scope of Work with HB 1406 Funds

Family Promise of Skagit Valley is a 501(c)(3) nonprofit serving homeless families with children in our community since 2015. Our organization provides temporary shelter, transitional housing, homelessness prevention services, meals, basic needs, healing and life skills support. We serve families of all compositions experiencing or at risk of homelessness. Since 2015, we have served over 748 homeless families with children (over 1,593 children and 2,639 total individuals) in our community. Across all of our programs in 2023, we served 698 individuals (185 families and 445 children).

The Skagit County community is facing an unprecedented and tragic crisis of:

Rising Childhood Homelessness: Skagit County currently has over 1,600 homeless children and rising. Children experiencing homelessness are three times more likely to be placed in a special education program, 8-9 times more likely to repeat a grade, and seven times more likely to commit suicide. 42% drop out of school and 47% suffer from depression and anxiety.

Few Housing Options: The Skagit County housing market is tied for the lowest vacancy rate in the state, at just 0.4%, while homelessness has increased by 70% since 2022 (Skagit County Point in Time Count 2023). With scarce affordable housing options, even double-income families with good jobs and savings are falling into homelessness and unable to find housing.

To lift families out of homelessness, Family Promise operates using an evidence-based Three-Stage Housing model. Clients who enter our emergency shelter in crisis receive the support they need before graduating into second-stage multi-family transition housing or our third-stage housing (one family paying below-market rate costs with supportive services). This three-stage approach is proven to drastically reduce the risk of a return to homelessness and is a sustainable solution to homelessness. We achieved an 80% permanent housing success rate in 2023, which exceeds state standards and matches the high standards of our national affiliate.

The families we served in 2023 were all either chronically homeless or were ranked in the extremely low poverty range. Ninety-five percent fell under the 30% AMI and the remaining 5% fell under the 50% AMI. Upon intake we screen the family for current income, housing options, strengths, opportunities, and current weaknesses and barriers to housing stability. Priority goes first to situationally homeless families but we also make sure to lower barriers to serve more chronic situations when possible.

For many years now Sedro Woolley has had some of the highest child homelessness rates. In 2020 (a year we believe was under documented) Sedro Woolley had 318 homeless school age children as compared to the 251 homeless families in Mount Vernon. Family Promise is dedicated to continuing to create innovative housing methods to support a healthier community.

This funding will allow families who work in Sedro Woolley or have children in school in Sedro Woolley to remain in our community. Currently rents have been increasing at a rate that does not allow many of the clients to find housing here. The lack of affordable housing options is creating longer stays in shelters, slowing down our ability to serve as many families.

Expense	Amount
Rental Assistance for Sedro Woolley Residence/FP graduates: This would allow us to provide rental assistance to 2-3 families who have graduated our financial literacy and keys to good tenancy courses. We could provide \$100-\$300 per month for up to 3 months per family.	\$2,000
Grace House Sedro Woolley monthly housing rental: \$1,000 a month pays for 1 apartment for a 3rd stage housing guest and 6 bedrooms for 3 transitional house families.	\$12,000
Operations support for Acquisition of Sedro Woolley Housing	\$4,000
Down Payment on a House in Sedro-Woolley to Be Used for Affordable Housing	\$10,000
Total Funding	\$28,000

Other funding sources that our organization has secured to supplement this effort:

- We are in the process of applying for County and WA state funding to purchase our Sedro Woolley Promise House to help offset the cost to operate.
- We recently applied for state rental assistance funding but are uncertain if we will qualify
- Last year we utilized housing vouchers from Skagit housing authority and are seeking new relationships like this

We will provide a written and oral report to the City Council for the 2024/25 funding to report on the results of your investment. Our financial records, related to the expenditure of City of Sedro-Woolley House Bill 1406 funds, will also be available for the City's review and audit, upon request.

**Exhibit B
Fee Schedule**

See Exhibit A



City Council Agenda Item

Agenda Item No.: e.4.

Date: November 26, 2024

From: Charlie Bush, City Administrator

Subject: Professional Services Agreement - Mountain Law, PLLC - Indigent Defense, 6-Month Contract Extension

RECOMMENDED ACTION:

Motion: I move to authorize the Mayor to enter into a 6-month contract extension through a contract amendment with Mountain Law, PLLC for the continued provision of indigent defense services. Staff recommends approval when/if the Council feels comfortable with this item.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City's current contract for indigent defense services with Mountain Law, PLLC will end at midnight on December 31, 2024. The City is required to provide indigent defense services, either by contract or directly. City staff and Mountain Law exchanged emails during 2024 noting that new Washington State Supreme Court Indigent Defense Standards, the final content of which are somewhat unknown, would be going into effect on July 1, 2025, significantly changing any contract entered into before they are finalized. Given these likely major changes to indigent defense standards statewide, and associated cost increases, the City desires to complete a Request for Proposals (RFP) to consider indigent defense contracting options for 2025 and beyond and will need time to complete the process. In addition, the cities of Burlington and Mount Vernon recently reached out to the City of Sedro-Woolley about participating in a joint RFP, and possibly a future interlocal agreement, that could save all three cities money and administration time. This RFP would occur during the first and second quarters of 2025. This contract extension allows time for the content of the new standards to be fully known, the joint RFP, consideration of a potential interlocal agreement between the three cities and/or recommendation of a provider and new contract for City Council consideration. A new contract would need to be in place by July 1, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None, this proposed amendment does not change the fiscal terms of the current contract.

ATTACHMENTS:

1. First Amendment to Mountain Law 2022-2024 Agreement Final
2. Mountain Law PLLC 2022-2024 Contract Executed

3. Mountain Law 2022 RFP Response

**AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
INDIGENT DEFENSE SERVICES ENTERED INTO BY THE CITY OF SEDRO-
WOOLLEY AND MOUNTAIN LAW, PLLC ON JANUARY 5, 2022**

WHEREAS, Section 3 of the contract stipulates that the contract will end at midnight on December 31, 2024; and

WHEREAS, the City of Sedro-Woolley and Mountain Law exchanged emails during 2024 noting that new Washington State Supreme Court Indigent Defense Standards, the final content of which are somewhat unknown, would be going into effect on July 1, 2025, significantly changing any contract entered into before they are finalized; and

WHEREAS, given these likely major changes to indigent defense standards statewide, the City desires to complete a Request for Proposals (RFP) to consider indigent defense contracting options for 2025 and beyond; and

WHEREAS, the cities of Burlington and Mount Vernon reached out to the City of Sedro-Woolley about participating in a joint RFP that could save all three cities money and administration time;

NOW THEREFORE, section 3 of the contract is amended as follows:

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2022, through June 30, 2025~~December 31, 2024~~, unless sooner terminated as provided in this Agreement. ~~The parties may mutually agree, to extend this agreement for a term of an additional two years, terminating on December 31, 2026;~~

The parties have agreed to this amendment this 11th day of December 2024.

CITY OF SEDRO-WOOLLEY

MOUNTAIN LAW, PLLC

By _____

Julia Johnson, Mayor

By _____

Michael D. Laws, Owner/Director

Approved as to form:

Nikki Thompson, City Attorney

PROFESSIONAL SERVICES AGREEMENT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Sedro-Woolley, Washington, (“the City”) provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Sedro-Woolley Municipal Court (“the Municipal Court”); and

WHEREAS, the Supreme Court by Order dated June 15, 2012, adopted New Indigent Defense Standards and Certification of Compliance (“the Supreme Court Standards”), which impose a caseload limit of 400 unweighted misdemeanor cases per attorney; and

WHEREAS, the City has adopted Standards for Indigent Defense by Resolution No. 1075-21 adopted September 22, 2021 (“the City Standards”); and

WHEREAS, based on current trends, the City anticipates filing approximately 158 cases in 2021 and has a three-year average of 178 cases for which appointment of a public defender will be required, which will initially require 1 (one) Full Time Equivalent public defender; and

WHEREAS, Mountain Law, PLLC, (“the Attorney”) is a law firm employing licensed attorneys in good standing in the state of Washington which has been selected by the City to provide representation of indigent defense clients under contract with the City (“the Services”); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Attorney desire to provide for compensation for the Services based on a flat monthly fee, subject to adjustment annually to reflect actual case filings,

Now, therefore, the City and Attorney enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Attorney will provide the Services in accordance with this Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of 1 (one) Full Time Equivalent public defenders.

1.1 The Attorney warrants that every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Standards as it has been amended from time to time and the City Standards, which are hereby incorporated in this Agreement by this reference as if set out at length. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. Every attorney and/or intern performing services, under this Agreement, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Attorney further warrants that it has analyzed the cost of providing the Services, and that its proposal,

reflected in Section 2, Compensation, is sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

1.2 The Attorney shall make available to defendants a meeting room within the corporate limits of the City. The City's Court has a room dedicated to the public defender that will be available to the Attorney for use for meetings with defendants during normal business hours. The Attorney shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Attorney shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendants shall be provided access to the Attorney's attorneys by means of a toll free local call from a Sedro-Woolley telephone number made available by the Attorney, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.

1.3 The Attorney shall provide an attorney to appear at all Municipal Court arraignment calendars for City cases.

1.4 The Attorney shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:

1.4.1 The number of cases to which the Attorney was appointed during the month and year to date.

1.4.2 For each appointment, the name of the defendant, the name of the appointed attorney, the date of appointment, and the case number.

1.4.3 The charge(s) filed against the defendant.

1.4.4 The disposition of charge(s), including method of disposition, i.e., trial, plea motion, etc.

1.4.5 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other public defense contracts and Attorney's private practice, if any.

1.5 The Attorney shall employ an investigator to assist the attorneys providing the Services.

2. Compensation. Subject to all the provisions of this section, the City shall pay to the Attorney a flat fee of \$7,916.66 per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom.

2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems, the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

- 2.2.1 Medical and psychiatric evaluations;
- 2.2.2 Expert witness fees and expenses;
- 2.2.3 Interpreters fees;
- 2.2.4 Polygraph, forensic and other scientific tests;
- 2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses; and
- 2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and
- 2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

2.4 In the event the Attorney has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Attorney shall not be required to compensate conflict counsel.

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2022, through December 31, 2024, unless sooner terminated as provided in this Agreement. The parties may mutually agree, to extend this agreement for a term of an additional two years, terminating on December 31, 2026:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 This Agreement may be terminated at any time without cause by either party giving the other party not less than ninety (90) days written notice.

3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney, shall, by reason of race, creed, color, national origin, sex, sexual orientation or any other class protected by law, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the attorneys, or agents, representatives, or employees of the Attorney.

6.1 The Attorney shall obtain insurance of the types described below:

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

6.1.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

6.1.4 Professional Liability insurance appropriate to the Attorney's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

6.2 The Attorney shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3.1 The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.2 The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

6.5 The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

7. Work Performed by the Attorney. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Attorney's Risk. The Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder,

and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorney.

11. Entire Agreement. This Agreement contains the entire agreement between the City and the Attorney. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:

City of Sedro-Woolley
Attn.: City Administrator
325 Metcalf Street
Sedro-Woolley, WA 98284

TO THE ATTORNEY:

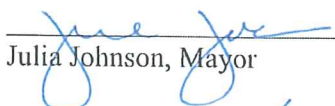
13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however,

that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Municipal Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Skagit County Superior Court.

CITY OF SEDRO-WOOLLEY

Mountain Law


Julia Johnson, Mayor


Michael Laws, Owner

Date signed: 12/13/2021

Date signed: 01-05-22

ATTEST:


Debbie Burton, City Clerk-Treasurer

APPROVED AS TO FORM:


Nikki Thompson, City Attorney



Mountain Law, PLLC
306 S. 1st St.
Mount Vernon, WA 98273
(360)0336-0828
mlaws@mountain.law
www.mountain.law

Mountain Law, PLLC (Mountain Law) is pleased to submit the following proposal for the provision of Public Defense Services for the City of Sedro Woolley for a 3 year term commencing January 1, 2022.

Attorneys & Supervisors:

Should Mountain Law be awarded the contract for the provision of Public Defense Services, it is anticipated that Patricia Anders, of Mountain Law, will be the primary attorney providing public defense services under the supervision of Michael Laws, the owner & director of Mountain Law. Patricia Anders' and Michael Laws' resumes are attached as Appendix A.

Michael Laws – Owner/Director/Supervisor

Michael Laws has been an attorney since November of 2000 when he began his career as a prosecutor in Yakima County where he remained for 7 years. During this time, he also provided services to the City of Yakima as the primary judge pro-tempore from approximately 2004 to 2008. During 2008 he joined the prosecutor's office for the City of Yakima where he remained until establishing Baker Lewis, Schwisow & Laws, PLLC (which has since become the Everett Law Association) with law partners in Everett Washington, who have been providing public defense services for the City of Everett since June 2009. In April of 2012, Mountain Law, PLLC was formed for the purpose of providing public defense services for the cities of Mount Vernon and Burlington. Mr. Laws has been involved in a supervisory capacity in the provision of misdemeanor public defense services in Everett, Monroe, Mount Vernon & Burlington. Mountain Law was instrumental in marshaling the cities of Mount Vernon and Burlington through the fallout from the Wilbur v. Mount Vernon case wherein the cities had been successfully sued by public defense clients for allowing the provision of constitutionally insufficient public defense services. Working with a federally appointed "Public Defense Supervisor," (PDS) Mountain Law was able to establish policies, procedures, and standards of practice that have become a model for public defense services. These were further scrutinized by a Public Defense Auditor (Jennifer Rancourt – see attached Appendix B) after the federal PDS monitoring ceased. When Mountain Law took over the public defense contract in Mount Vernon & Burlington, the firm conducted more jury trials in two years than had been conducted in the previous 5 years combined. Prior to his life as an attorney, Mr. Laws obtained his M.S.W. and was engaged in implementing Washington's Involuntary Treatment Act (RCW 71.05), working primarily with the chronically mentally ill. His experience as a mental health professional has helped Mr. Laws work with attorneys under his supervision to identify and address mental health concerns commonly seen in public defense clientele.

Patricia Anders - Attorney

Patricia Anders currently lives in Sedro Woolley and brings nearly a decade of criminal indigent defense experience to Mountain Law, having served in a variety of defender attorney roles with the New Mexico Law Offices of The Public Defender since 2012, along with three months of practicing with the Alaska Public Defender Agency as a law student. She has experience handling heavy misdemeanor and felony caseloads including extensive motions and trial experience. She has been admitted to practice in Washington under Admission to Practice Rule (APR) 8(c) which is limited to providing indigent representation. She is awaiting her full Washington licensure which should be processed within the next 3 months.

Mountain Law maintains the types and amounts of insurance policies listed in Section 6 of the Professional Services Agreement through Hanover Insurance, as is standard for public defense contracts.

In addition to Patricia Anders and Michael Laws, it is anticipated that Mountain Law would have 5 other attorneys available to provide emergency coverage in the event that either Patricia Anders or Michael Laws are not available. There are no anticipated conflicts of interest. Mountain Law has never had a contract terminated for cause. No attorney employed by Mountain Law has been disciplined by the Washington State Bar Association, nor has any attorney been removed from a case because of a court finding of ineffective assistance of counsel. No attorney employed by Mountain Law has been monetarily sanctioned, and no attorney has ever had an action for malpractice filed against them in any court.

Mountain Law has prided itself on providing an atmosphere of ongoing training and mentorship. Newly hired attorneys are given training that emphasizes our philosophy of client-centered representation and are mentored by having the new attorney sit in on client meetings, review of police reports for issue-spotting, research, and potential motion practice. All attorneys at Mountain Law are members of three important criminal defense organizations which provide training and support: The National Association of Public Defense (NAPD), the Washington Defender Association (WDA), and the Washington Association of Criminal Defense Attorneys (WACDL). Mountain Law also holds regular meetings where the attorneys can discuss pending cases, trials, and potential resolutions, as well as more pedagogical concerns about court policies and procedures and how best to handle issues that come up.

Mountain Law has been an integral part of the development of Mount Vernon & Burlington's development of a Community Court program which helps to connect defendants to resources that they need to help them become stabilized, productive members of society.

Representation Process and Tasks

It is vitally important to the provision of public defense services to ensure that defendants have access to representation throughout the criminal justice process from a custodial interrogation (or DUI arrest) and arraignment through disposition and potential appeal. Mountain Law begins by working with the court to have an attorney present at arraignment to ensure that defendants are aware of their rights and prevent them from incriminating themselves on the record. Assigned defendants would be provided with Mountain Law's phone number, and staff would create a case file and file a notice of appearance for the attorney, along with

contacting the client to schedule a client meeting to meet with the client and go over the discovery and establish a coherent plan for how the client's case should proceed (negotiated plea, pre-trial deferral of some type, jury trial, bench trial, etc.). During the client meeting, the attorney may determine that additional investigation is needed, and Mountain Law employs a full-time investigator who can interview witnesses, take photos and conduct other necessary investigative tasks.

Clients of Mountain Law can always be assured that an attorney will be at their side through every stage of proceedings – it is important for clients to have an attorney physically present with them at the podium when appearing in front of the court. No Mountain Law attorney would allow a client to enter a guilty plea through that attorney unless the attorney had reviewed the entire plea form and discussed the client's options (which always include the option of a jury trial) and was with them to discuss any questions. The overarching general policy and philosophy of Mountain Law is that it is the CLIENT'S CASE, not our case, and our job is to do what the CLIENT wants done with their case to the best of our ability, even if we disagree with the course of action, as long as that course of action is: a) legal, b) within the ethical rules we are bound to follow, and c) metaphysically possible.

Mountain Law employs bi-lingual support staff who answer the phones, greet clients who walk into our office or arrive for scheduled appointments. They are also primarily responsible for the creating of the client's file in our case-management software, defenderData from Justice Works, LLC (www.justiceworks.com). Utilization of the defenderData case-management software makes the set-up and maintenance of client files a relatively streamlined process. Discovery is typically received electronically and attached to the client's electronic file. Client files are available to the attorney from their laptop anywhere there is an internet connection through a connection to defenderData's servers which employ 128 bit encryption and are password protected. The case-management software also allows for ease of tracking and reporting on relevant caseload data required by Section 1.4.5 of the agreement for public defense services as proposed. The defenderData case-management system allows the attorney and supervisor to monitor caseloads, dispositions, upcoming court dates, make contemporaneous notes in client files, process and access discovery, set reminders, etc. The software allows the supervisor and attorney to track hours spent on a variety of categories of tasks – nearly anything that one could think of tracking and reporting can be provided with fairly simple tweaks to the software and reporting, but certainly everything required by Section 1.4.5 is easily managed in defenderData.

After-hours contact primarily consists of 24 hour "on-call" services provided for defendants who are subject to custodial interrogation and invoke their Fifth Amendment rights and request to speak with an attorney prior to answering questions or taking a breath test. Mountain Law does maintain a method for clients to call, email or even text their attorney after hours, though after-hours contacts are generally limited to emergency situations where the client is subject to arrest and custodial interrogation. Additionally, Mountain Law maintains a website clients may use to contact our attorneys and staff and get information on how to quash warrants. In all situations, and for essentially all languages, Mountain Law has access to interpreter services through an ongoing relationship with Language Exchange Services. Additionally, Mountain Law participates in joint coverage of the daily "Jail Rights Calendar" – also known as the first appearance calendar where defendants make their first appearance in court after being arrested and held in custody until their arraignment.

Altogether, cases for Mountain Law average between approximately 5 and 8.5 hours per case to perform all required tasks, though certainly there are significant outliers in both directions.

Cost Proposal

Mountain Law is offering to provide the requested public defense services for an annual cost of \$95,000 to be billed in monthly amounts of \$7, 916.66. This figure contemplates direct attorney services, employee benefits, continuing legal education, licensure, support staffing, independent investigation and supervisory time and ancillary costs such as technical equipment and additional copies of courtroom resource materials such as Court Rules and reference materials.

References

Mickey Zitkovitch
Burlington Municipal Court Clerk
311 Cedar St. #A
Burlington, WA 98233
360-755-0492

Cara Lorenzo, Attorney (& former Mountain law employee)
1207 Cleveland Ave Unit 1244
Mount Vernon, WA 98273
406-239-2324 (cell)

Pat Eason
Former Mount Vernon Prosecutor
360-840-5832 (cell)

Dianne Goddard
Judge, Skagit County District Court
600 S. 3rd St.
Mount Vernon, WA 98273
360-336-9319

Jennifer Rancourt
Judge, Snohomish County District Court (& former Public Defense Auditor)
415 E. Burke Ave.
Arlington, WA 98223
425-359-2060 (cell)

APPENDIX A

MICHAEL D. LAWS
925 Nez Perce Dr.
Mount Vernon, WA 98273
(360) 610-0708

EDUCATION

5/00 University of Montana School of Law
J.D., Class of 2000
Missoula, MT.

6/93 Central Washington University
Ellensburg, WA.
Bachelor of Arts – Major: Psychology

6/95 Walla Walla College
College Place, WA
Master of Social Work
Concentration: Mental Health

PROFESSIONAL EXPERIENCE

06/09-Present
*Baker, Lewis, Schwisow & Laws, PLLC; Mountain Law, PLLC,
Everett Law Group, PLLC*
Owner / Partner

05/05 – 06/09 Judge Pro-Tempore
*Municipal Court – City of Union Gap
Union Gap, WA.*
(Preside over arraignments, status conferences, motion
hearings and plea and sentence hearings)

**5/95 - 7/97 County-Designated Mental Health
Professional (CDMHP)**
*Benton County Crisis Response Unit
Kennewick, WA.*
(Crisis Counseling & Implementation of RCW 71.05 –
Involuntary Treatment Act)

7/00 – 06/08 Deputy Prosecuting Attorney
*Yakima County Prosecuting Attorney's Office
Yakima, WA.*
(Prosecution of Misdemeanor, Gross Misdemeanor and
all levels of felony matters, as well as District & Juvenile
Court Supervision)

7/03 – 06/08 Judge Pro-Tempore
*Municipal Court – City of Yakima
Yakima, WA.*
(Preside over arraignments, criminal jury trials, status
conferences, motion hearings, plea and sentence
hearings, mitigation hearings and contested traffic
infractions)

10/95 - 7/97 & Sociology Instructor
9/00 – 12/03
*Yakima Valley Community College
Grandview, WA.*
(Instruction of basic sociology concepts)

REFERENCES

Hon. Ruth E. Reukauf
Judge, Yakima County Superior Court
Rm 314 Yakima County Courthouse
Yakima, WA. 98901
(509) 574-1785
ruth.reukauf@co.yakima.wa.us

Hon. Kevin Roy
Judge, Yakima County District Court
Rm. 325 Yakima County Courthouse
Yakima, WA. 98901
(509) 574-1797
kevin.roy@co.yakima.wa.us

Hon. Michael Schwab
Judge, Yakima County Superior Court
Rm 314 Yakima County Courthouse
Yakima, WA. 98901
(509) 574-1778
michael.schwab@co.yakima.wa.us

Hon. F. James Gavin
Judge, Yakima County Superior Court
Rm 314 Yakima County Courthouse
128 N. 2nd St., Yakima, WA. 98901
(509) 574-2718
james.gavin@co.yakima.wa.us

Patricia Anders

23707 Prairie Road, Sedro-Woolley, WA 98284
360-302-7482, Goodtrouble.Anders@gmail.com

EDUCATION

Northeastern University School of Law, Boston, MA

***Juris Doctor*, 2008**

- **Public Interest Legal Scholar**
- **Marshall-Brennan Teaching Fellow:** Teach high school students the United States Constitution using Supreme Court cases involving young people.
- **Domestic Violence Dorchester District Court Clinic:** Provide on-site advocacy services-including courtroom advocacy and follow-up legal and referral services-to victims of violence seeking civil restraining orders and other means of protection.
- **Domestic Violence Institute:** Serve as a domestic violence victim/witness advocate at Boston Medical Center. Supervise volunteer team members and provide emergency case-management.

Mount Holyoke College, South Hadley, MA

***Bachelor of Arts in Urban Studies*, 2001**

- **High honors thesis:** *Trends in Public Housing: The Reinvention of Julian D. Steele and the Future of State-Aided Public Housing in Massachusetts.*
- **Mary Lyon Scholar**
- **Mount Holyoke College Community Service Award**
- **Sally Montgomery Award:** For outstanding community research done regarding mortgage lending discrimination and possible truth in lending violations in partnership with the Housing Discrimination Project Inc., to be used for grant-writing and as evidence in a lawsuit.

EXPERIENCE

Attorney, Mountain Law, Mount Vernon, WA

October 2021 – Present

Represent indigent individuals charged with crimes in the cities of Mount Vernon and Burlington.

Assistant Public Defender Felony Division, Law Offices of The Public Defender, Albuquerque, NM
February 2020 – October 2021

Training & Recruitment Director Statewide, Law Offices of The Public Defender, Albuquerque, NM
July 2017 – February 2020

Managing Attorney Metro Division, Law Office of The Public Defender, Albuquerque, NM
October 2016 – July 2017

Trial Attorney Metro Division, Law Office of The Public Defender, Albuquerque, NM
October 2015 – October 2016

Associate Public Defender Metro Division, Law Office of The Public Defender, Albuquerque, NM
February 2013 – October 2015

Assistant Public Defender Metro Division, Law Office of The Public Defender, Albuquerque, NM
May 2012 – February 2013

Serve in a wide range of capacities. Coordinate statewide training and recruitment. Direct and supervise the Metropolitan Division in providing professional level services representing adult indigent clients who are charged with misdemeanor offenses. Provide zealous and holistic representation for clients. Meet with clients, file and argue motions, investigate cases, interview witness, and proceed to trial. Participate in meetings with judges and community partners. Act as adjunct for Criminal Law in Practice (CLIP) class.

Staff Attorney, New Mexico Center on Law and Poverty, Albuquerque, NM

September 2008 – April 2012

Monitor administration of public benefits programs in New Mexico with a focus on the Supplemental Nutrition Assistance, New Mexico Works Program and General Assistance Programs. Engage in administrative and legislative advocacy for changes to increase participation, expand eligibility and increase benefits. Provide individual representation in benefits cases and technical assistance to the community.

Legal Intern, Burgess & Associates, Concord, MA

March 2008 – May 2008

Conduct extensive legal research and writing on criminal substantive and procedural law, sexually dangerous person commitment laws, and civil procedure in superior and district courts. Provide intensive factual research and analysis on criminal and civil commitment proceedings.

Bail Intern, Alaska Public Defender Agency, Anchorage, AK

August 2007 – November 2007

Appear in court for bail hearings in misdemeanor and pre-indictment felony and on other matters, such as misdemeanor changes of plea and sentencing, interstate fugitive from justice cases, arraignments and pre-indictment status hearings.

Enforcement Intern, Massachusetts Commission Against Discrimination, Boston, MA

March 2007 – May 2007

Assist members of the public who wished to file complaints. Investigate discrimination complaints in employment, housing and public accommodations and draft recommended findings of fact. Assist in preparation for conciliation and public hearing.

Legal Intern, Children's Law Center of Massachusetts, Lynn, MA

September 2006 – November 2006

Conduct intake interviews and investigation. Focus on appellate advocacy in delinquency cases. Provide assistance in research and writing of appellate briefs.

Lobbyist/Organizer, Massachusetts Chapter of the National Organization for Women, Boston, MA

August 2003 – May 2005

Responsible for lobbying the state legislature regarding legislation affecting women and girls in Massachusetts including providing written and oral testimony. Chair legislative committee meetings. Extensive organizing and community education. Recruit, train and supervise volunteers and interns.

Advocate, Center for the Pacific Asian Family, Los Angeles, CA

August 2002 – July 2003

Provide case management for children and their families residing in an emergency domestic violence shelter including securing restraining orders, assisting in filing police reports, securing government benefits and providing emotional support. Responsible for developing and implementing a program for children and youth. Answer the emergency hot-line and conduct intake. Member of the Sexual Assault Response Team.

Housing Policy Intern, Center on Budget and Policy Priorities, Washington, DC

May 2001 – May 2002

Work with state and local housing agencies and advocates to ensure that federal housing subsidies are directed to the families most in need. Perform in-depth analyses of data on national housing issues.

Classroom Aid, Five Acres Boys' & Girls' Aid Society of Los Angeles, Altadena, CA

May 1999 – July 1999

Provide one-on-one and group educational tutoring and emotional support for children in a therapeutic school for institutionalized severely emotionally disturbed children.

BAR ADMISSION

Admitted to the New Mexico Bar, 2008

Admitted to the Washington Bar to the limited practice of law as an Indigent Representative, 2021

PROFESSIONAL ASSOCIATIONS

New Mexico Criminal Defense Lawyers Association 2013 – Present

National Association of Criminal Defense Attorneys 2015 – Present

National Association for Public Defense 2016 – Present

Washington Defender Association 2021 – Present

APPENDIX B

Public Defense Auditor's
First Biannual Report

Jennifer Rancourt
WSBA No. 30474

I. INTRODUCTION

To maintain a robust Public Defense System, the Cities of Mount Vernon and Burlington engaged the services of the Snohomish County Public Defender Association, represented by Jennifer Rancourt, to serve as Public Defense Auditor in April of 2017. Those services overlapped with the continuing monitoring by Defense Supervisor Eileen Farley until July of 2017. Federal Court Supervision has since been terminated and the Auditor effectively took over monitoring in August of 2017.

This First Auditor's Report describes the ongoing progress since the Auditor assumed her responsibilities after the Court terminated supervision. It will 1) outline the final concerns of the Supervisor as outlined in her Final Sixth Report; 2) describe the progress being made to address those concerns; 3) note developments in Public Defense; and 4) highlight potential challenges to Public Defense services in the coming year.

II. BACKGROUND

After four years of federal oversight of the defense services in the Cities of Mount and Burlington, the Court, with the recommendation of the Court Supervisor, terminated supervision. In her final report to the Court, Defense Supervisor, Eileen Farley, noted the significant steps taken by both Cities as well as Mountain Law to insure a robust Public Defense system. In conclusion, she noted:

After the Court's December 4, 2013, Decision, the Cities chose to move forward on both fronts—acknowledging the importance of the constitutional right to a defense, and taking practical steps to achieve it. The Cities' decision was pragmatic but was also, I believe, driven by their acceptance that their public defense system had failed and must change. The steps the Cities have taken are to be commended, and their commitment to continuing to improve their public defense system, working with the Auditor, is important and heartening.

Mountain Law is also to be commended for its work to provide an independent and robust public defense, as are its efforts to provide the Cities the information

needed to assess their public defense system and improve it, while maintaining client confidences. Public Defense Supervisor's Final Sixth Biannual Report, June 2017.

As a demonstration of their ongoing commitment to a strong Public Defense system, the Cities created a Defense Auditor position to help oversee Defense Services as well as assist in creating new programs (such as community court) to improve the effectiveness of the criminal justice system within the Cities. After an extensive interview process, I, through The Snohomish County Public Defender Association, was selected for that role. I came to this position with extensive experience with criminal justice issues including seventeen years of experience as a trial lawyer, 8 years of experience as a judge pro-tem and 7 years of experience as a member of the Washington State Clemency and Pardons Board.

As the new Auditor, I was tasked with, among other things: evaluating courtroom advocacy, monitoring compliance with the adopted standards for Public Defense, serving as a liaison between defense service providers and criminal justice stakeholders, reviewing and commenting on Public Defense Budgets, addressing complaints against Public Defense service providers, recruiting an experienced conflict panel and assisting with the creation of innovative court programs.

During the transition between the Supervisor and the Auditor, we developed a detailed work plan to insure continuity of oversight. I have met with many of the key players in the criminal justice system, interviewed both Mountain Law and conflict attorneys, observed several trials and court hearings, attended multiple meetings with reviewed the reports submitted by counsel.

III. ISSUES IDENTIFIED IN FINAL SUPERVISOR'S REPORT

The Supervisor outlined three issues in her final report: 1) the transition from Supervisor to Public Defense Auditor; 2) independence of the conflict attorney panel and 3) the need to adopt a policy to reduce attorney turnover. I will address each of those in turn.

A. Transition from Supervisor to Public Defense Auditor

The transition from Supervisor to Public Defense Auditor went very smoothly. There was a nearly 3-month overlap for me to meet and work with the Supervisor. We met several times, I shadowed her during meetings and we discussed the history of supervision, the changes that have been implemented and potential concerns to continue to monitor. Ms. Farley was extremely generous with both her time and knowledge/experience which really assisted me in hitting the ground running. I was able to familiarize myself with the practices of the courts, the stakeholders, the reporting requirements and procedures during that time. We also worked together to form a work plan to insure continuity.

While the Cities were still under supervision, the Court signed a protective order which allowed me access to client meetings, client files and Mountain Law's database. This provided me with a valuable opportunity to understand the inter-workings of Mountain Law, get to know the attorneys, assess attorney's ability to work with clients and review their work. I was impressed with the willingness of the attorneys to meet and discuss their cases. They were open to suggestions, advice and feedback. I was highly impressed with the organization of client files, the level of detailed notes in the files and the documentation of steps taken to ensure that clients were fully advised of their Constitutional rights and legal options.

I also attended (and continue to attend), various court hearings and trials to monitor the services that both Mountain Law and our conflict attorneys are providing. I have observed our attorneys prepared, professional and well-trained in their courtroom representation. I make minor suggestions when I feel there is room for improvement and I have found the attorneys to be respectful and receptive to feedback. I am particularly impressed with the way that attorneys develop a rapport interact with their clients. This can be very challenging given that many

clients suffer from mental health and/or substance use disorders. Without exceptions, the client interactions I observed were respectful and compassionate.

B. Independence of the Conflict Panel

Our conflict panel is a group of independent attorneys retained to provide indigent defense services when Mountain Law is unable to represent a client due to a conflict of interest. A question arose as to how to best supervise those attorneys while balancing the need for them to operate independently from the Cities who are prosecuting their clients.

A dispute resolution policy was drafted and adopted in 2017 to address concerns and insure the independence of the conflict panel. Under the policy, the Auditor, is tasked with evaluating concerns or complaints about the conflict panel attorney. The Auditor will investigate, propose a plan of action and seek approval from the Cities. The Cities retain the ultimate decision-making authority under the policy when an issue arises. The Auditor is tasked with determining whether an issue exists which warrants action. This policy prevents the Cities of being placed in the role of directly monitoring the work of the conflict panel, thus increasing the separation between the Cities and those hired to provide defense services.

This policy proven to be highly effective. When issues arise, I have met with the affected counsel, explained the concerns and investigated the merits of the concerns. In instances where remedial action was determined to be appropriate, I sought approval from the contract administrator and gave the attorneys written notice of the plan of action. This policy addresses issues in a fair and efficient process. It maintains the independence of the conflict panel attorneys and retains the Cities ultimate decision-making authority.

C. Need to Adopt a Policy to Reduce Attorney Turnover

Mountain Law has done a tremendous job of reducing attorney turnover through increased salaries, benefits and high office morale. There has only been one attorney who has left Mountain Law since I assumed the role of Auditor in April of 2017. In that case, the attorney did not leave voluntarily but was transferred to the Everett office where some turnover mandated the need for an experienced attorney to round out their staff.

The Supervisor and I established a goal of having Mountain Law retain an associate for approximately 3 years. This 3-year goal permits time for the attorney to develop competencies while recognizing that some degree of turnover is anticipated for a municipal court practice that offers limited opportunities for career advancement. As of today, attorney Matt Mearns has been with the office 3 years and 11 months, attorney Paul Titilli has been with the office 1 year and 5 months, attorney Cara Lorenzo has been with the office just shy of 2 years. Managing partner, Michael Laws has nearly 20 years of experience in criminal law. It is worth noting that while Kevin Enamorado is a new addition to the office, he brings some valuable experience which really rounds out the office. He is both Spanish-speaking and has immigration law experience. Those two qualifications are highly valuable.

I attribute this decrease in turnover to the incredible job that Mr. Laws and his partners have done building morale amongst their attorneys. I have spoken with each of the non-partner attorneys about their experiences in the offices and they speak very highly of Mr. Laws management style, open-door mentoring and the collegial environment he has created. I also met with the managing partners to discuss their retention efforts. The office has instituted a policy and procedures manual, increased salaries and provide a variety of fringe benefits (such as team building events, dinners and payment for room and board at CLE's) that encourage attorneys to

continue employment with the office. Mountain Law appears to have taken very seriously the mandate to reduce attorney turnover.

IV. ONGOING DEVELOPMENTS IN PUBLIC DEFENSE

A. Expanded Conflict Panel

A robust conflict panel is essential for an effective indigent defense system. From time to time, Mountain Law is unable to represent a client due to a conflict of interest such as representing a co-defendant or representing the alleged victim of the crime. Juan Farias and I actively recruited three experienced and skilled attorneys to add to our conflict panel. I was able to use my knowledge and experience with the local bar to recruit Melanie Stum, Laura Shaver and Alexandra Holman. All three have all agreed to a six-month trial run on the panel. If at the end of that six months both parties feel things are working well and it is a good fit, it is our intention to offer them 1-year conflict contracts with the Cities.

Melanie Stum recently opened her own practice in Mt. Vernon after several years at the Skagit County Prosecuting Attorney's office. She brings with her not only years of criminal law experience, but also a familiarity with our local prosecutors and judges that will make her a real asset to the panel.

Laura Shaver also recently opened her own office in Everett after working for various criminal defense offices in California, Yakima and Everett. She recently worked at the Law Office of Pete Mazzone in Everett where she tried several cases and did some post-conviction work. Laura has a bachelor's Degree in political science, a Certificate of Human Rights of the University Oxford and received her Juris Doctorate from Thomas Jefferson School of Law. She is very well liked by her clients and well respected amongst her peers.

Most recently, Alexandria Hohman returned to Skagit County and joined our panel. Alexandria is a 2011 graduate of Seattle University School of law and is familiar to many as she formerly served as a law clerk in Skagit County Superior Court prior to working on complicated sex abuse cases at the Brad Meryhew law office in Seattle. In addition to serving on our panel, she has agreed to represent juveniles in dependency matters for Skagit County.

All three of these attorneys bring valuable legal experience and help round out our conflict panel.

B. Community Court

The creation of a community court, modeled after Spokane Community Court is in the works in both Burlington and Mt. Vernon. A small-scale project is quite close to fruition in Burlington with the hope of a larger model program taking shape in Mount Vernon shortly thereafter.

The goal of the Court is to attempt to address the underlying reasons for low level criminal behavior such as mental health issues, substance use disorders and chronic homelessness. Cara Lozano, Juan Farias and I have attended Skagit County High Utilizer meetings to acquaint ourselves with the various stakeholders in the community. These meetings are attended by law enforcement, health care providers, chemical dependency professionals, housing providers and mental health professionals who have a similar interest in addressing this population. It is the hope that we can bring these previously separate services together as a team to address these issues.

C. Ex-parte Funds Orders

One issue that was brought to my attention was the way in which ex parte orders for funds for experts or investigators were being handled by the Court. The court rules allow these orders to be drafted and signed by the Court on an ex parte basis. The reason for this is that the defense has the right to prepare their case, consult with experts and hire an investigator without giving notice to the Cities. Often, more complex cases require such services for effective assistance of counsel. It had been the practice of the Municipal Courts to require that such motions be noted on a calendar with notice to the Cities. The problem with this is of course the fact that it eliminates the ability of attorneys for indigent defendants to investigate and prepare their cases confidentially. This rises to an equal protection concern in that attorneys for clients able to pay for such services would not have to give notice to the Cities of how they were preparing their defense.

After this issue was brought to my attention, I spoke with Judge Goddard about our concerns. She was very receptive and was open to allowing these motions to be made ex parte assuming that the moving party provides sufficient information to support the request. While this is a fairly small change in policy, I think it will have a significant impact on the ability of attorneys to effectively advocate for indigent clients.

V. POTENTIAL CHALLENGES TO MUNICIPAL PUBLIC DEFENSE

A. Increasing Case Referrals

Since the opening of the new Community Justice Center in the fall, the number of cases being assigned to Mountain Law has been rising. While 2017, Mountain Law was only referred

4% more cases over calendar year 2016, a significant portion of those came after the facility opened with 166 new referrals in November and 138 new referrals in December. More significantly, the trend seems to be continuing upward with a record of 181 new referrals in January of 2018.

It is too early to tell if this trend will continue as there may be a variety of factors at play (people being booked on old warrants, officers filing more cases because of the added space at that jail, etc.). What is clear is that we need to keep a close eye on this in the coming months and to ensure that our defense attorneys maintain caseloads that are within the standards adopted by the cities. We have a meeting scheduled at the beginning of March to evaluate the February referrals to see if we can begin to predict the long-term trend. Mountain Law is currently within the standards, but we need to be mindful of this trend.

B. Jail Access

One area where those concerned with Constitutionally sound defense services need to stay vigilant is in relation to client access to counsel at the new Community Justice Center. The new jail has multiple professional visiting rooms and that wait time to see clients was dramatically reduced. Unlike the old jail where attorneys were frequently turned away and not able to see their clients due to the unavailability of suitable meeting space, attorneys are rarely turned away at the new facility.

Concerns have been raised regarding the design of the visiting area at the new Community Justice Center. As it is currently designed, attorneys meet with clients in small rooms with solid glass dividers between the attorney and client. Communication is through a telephone and there are no pass-through slots to exchange paperwork or notes back and forth. This poses a

significant challenge to meeting clients in a confidential setting, gathering information and establishing rapport.

Attorneys routinely review court paperwork, releases of information, and other documents with clients. It is concerning that the only way for an attorney to be able to exchange written materials with a client is by first supplying them to a corrections officer. Attorneys should be able to have their clients draw diagrams, write information and review important documents without this interference in attorney-client communications. Such an interference could have adverse consequences not only for attorney client relationships which are undermined when there is a fear that communications are not privileged but could also undermine prosecutions. I would note that Division One of the Court of Appeals is currently reviewing a case where officers at the Skagit County Jail read such materials privileged materials. In that case, a murder conviction could potentially be reversed due to the interference with the attorney-client privilege. (See *State v. Irby* Division One of the Court of Appeals, 759019). The simple creation of pass-through slots, while not ideal would at least begin to remedy the situation.

Even a pass-through slot would be insufficient to completely address attorney-client access issues as this arrangement fails to provide a mechanism to show a video with audio and permit the client to discuss the contents with the attorney. In an era of cameras everywhere, extensive cell phone data and social media discovery, attorney-client communication is further hindered in that no contact rooms make it extremely difficult to review this type of discovery with clients in a meaningful manner. It is next to impossible to try to show a client a video through the glass while on the phone. The phone must be directed either to the video to transmit sound or to the attorney for meaningful discussion. It is nearly impossible to accomplish both at the same time. The Community Justice Center, does, on occasion and when staffing permits, allow attorneys to

visit with clients on the inmate side of the meeting rooms to show videos. That access is not available regularly and it is not clear what the policy is on how to obtain such access. I, for example, have been both permitted and prevented from such access and have been given various staff explanations for the plan. Effective representation requires this type of client access.

Now that the jail staff has had a few months to adapt to their new facility and to work out the kinks, I will request a meeting with Chief Marlow to address these concerns. The Cities, as utilizers of the new facility, should remain vigilant in insuring it meets the needs of effective delivery of defense services.

VI. CONCLUSION

The Cities of Mount Vernon and Burlington have created a Public Defense system worthy of praise and that will likely be a model for other cities throughout the State of Washington. That accomplishment was the result of strong commitments both ideologically and financially to the creation and maintenance of a Constitutionally sound system that protects the rights of those accused. I look forward to continuing to work with the Cities to ensure that Defense Services continue this positive trajectory.



City Council Agenda Item

Agenda Item No.: e.5.

Date: November 26, 2024

From: Charlie Bush, City Administrator

Subject: Interlocal Agreement Renewal 2025-2026 - Skagit County - Sedro-Woolley Senior Center

RECOMMENDED ACTION:

Interlocal Agreement Renewal - Skagit County - Operation of the Sedro-Woolley Senior Center for 2025 and 2026

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This action represents a renewal of an existing agreement. The County Commission recently approved this agreement.

FISCAL IMPACT, IF APPROPRIATE:

The fiscal impact is \$22,791 for 2025 and \$23,246 for 2026. These expenses are included in the 2025-2026 proposed City budget. The fiscal impact from the last interlocal agreement was \$22,014 for 2023 and \$22,344 for 2024.

ATTACHMENTS:

1. 2025 ILA Sedro-Woolley Senior Services

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Sedro-Woolley

THIS AGREEMENT is made and entered into by and between City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a Senior Services Program, within the Skagit County Public Health Department, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide administrative and professional services to the City; said services to consist primarily of the following Program Services for seniors:

A. Nutritional Services

1. **Congregate meals:** Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. **Home-delivered meals:** Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center congregate meal service may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual assessments are conducted to re-evaluate eligibility.
3. **Liquid Meal Supplement:** The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers available to older adults. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions will be kept on file with the nutrition program and must be renewed every 6 months.

B. Senior Center Program Services

1. The County provides comprehensive Senior Service programs at community focal points where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local senior citizens in the formulation of programs.

C. Senior Center Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1st, 2025 through December 31st, 2026.

4. MANNER OF FINANCING: **For the fiscal year 2025**, the City shall pay for the services provided in this Agreement the sum of **twenty-two thousand, seven hundred and ninety-one dollars (\$22,791.00)**. **For the fiscal year 2026**, the City shall pay for the services provided in this Agreement the sum of **twenty-three thousand, two hundred and forty-six dollars (\$23,246.00)**. The County has established the following GL code(s) 118-various, and any other GL codes necessary, which shall be included on all billings or correspondence in connection therewith. One-fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Senior Program Manager.

5.2 City's representative shall be Charlie Bush.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS:

- A. REPORTS: County reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in senior service programs.
- B. AUDITS: The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

City of Sedro-Woolley:

Julia Johnson, Mayor

Date _____

Print Name

Mailing Address:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

DATED this _____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Item

Agenda Item No.: e.6.

Date: November 26, 2024

From: Dan McIlraith, Police Chief

Subject: Interlocal Agreement - NW ESD and Skagit County School Districts and Law Enforcement Agencies - Handle with Care

RECOMMENDED ACTION:

Motion to authorize Chief McIlraith to execute/sign handle with care interlocal cooperative agreement with the NW Educational Service District, Skagit County school districts, and Skagit County law enforcement agencies.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The Sedro-Woolley Rise Community Coalition brought this program to my attention several years ago. After several meetings, the benefits of the program were discussed. We found that this program would likely positively impact those students who experienced a traumatic event. The Sedro-Woolley School District and the Sedro-Woolley Police Department partnered and implemented the program on a trial basis. Generally, these traumatic events often involve a public safety response. That could be a serious motor vehicle collision, domestic violence call, death or a house fire. When law enforcement responds to a call for service involving a traumatic event and a child is present, the identity can be collected and provided to the appropriate school district for proper support services. Law Enforcement provides the name of the impacted child's name and birthdate to the school district, with a note "Handle with Care". No other information is shared.

Now the NWESD wants to provide the program for the Skagit County School Districts with the interlocal provided. Now all of these notifications will be directed through the NWSED. Nothing will change other than enhance the ability to help the impacted children and families of a traumatic event countywide.

FISCAL IMPACT, IF APPROPRIATE:

No fiscal impact. NW Educational Service District is handling the subscription costs associated with the program.

ATTACHMENTS:

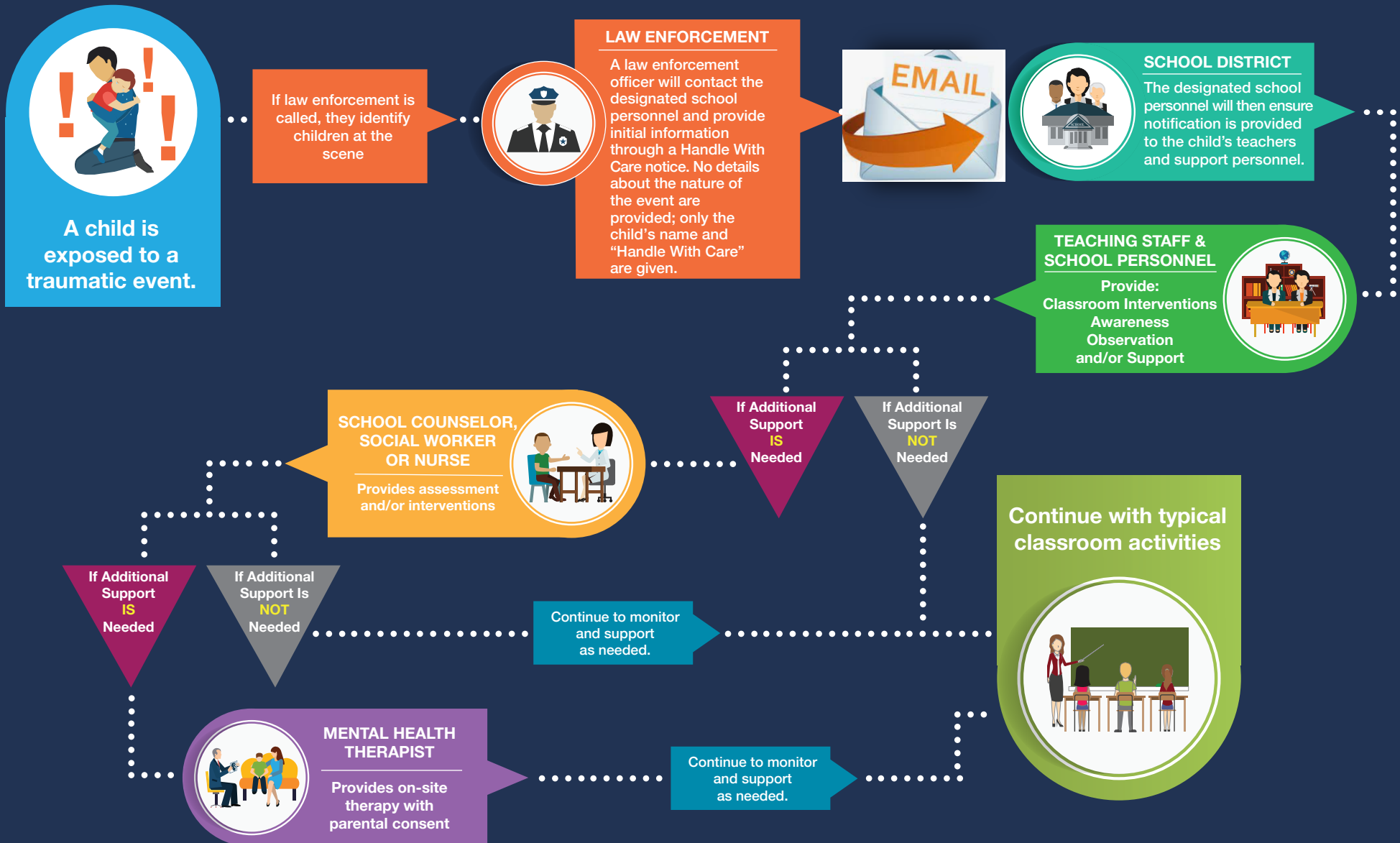
1. Handle-With-Care-Flow-Chart_2020

2. Handle with Care one-pager Law Enforcement
3. Handle With Care Interlocal Agreement



HANDLE WITH CARE

Process Flow Chart





Handle with Care is a program aimed at ensuring that children who are exposed to trauma receive appropriate interventions so they can succeed in school to the best of their abilities.

Rationale and History

Science has proven that exposure to trauma during childhood can seriously undermine children's ability to focus, behave appropriately, and learn. Without the support of caring adults, childhood adversity can lead to school failure, truancy, suspension or expulsion, dropping out, or involvement in the juvenile justice system.

Handle with Care was developed in West Virginia in 2013 to help prevent and/or mitigate the impact of children's exposure to trauma through partnerships between schools and law enforcement. Since then it has been successfully implemented statewide in West Virginia, Nevada, New Jersey, Kentucky and Oklahoma as well as numerous other counties and cities across the U.S.

How does it work?

When a minor is present during a law enforcement interaction, the law enforcement officer notes the minor's name and date of birth and emails **ONLY** this information to **hwc@swsdonline.com** by the end of their shift. No additional information is relayed, just a simple message: "Handle with Care"

Every morning, an assigned school district administrative staff person will check the Handle with Care email box and refer notices to the appropriate building principal, nurse, counselor and teachers. Notifications are confidential and only shared on a need-to-know basis. This allows school personnel an understanding of why a student may be tired or off emotionally and use a trauma-informed lens to determine if the student needs a higher level of support.

When to send a Handle with Care notice

Anytime is child is present on a call!

- Arrest of household member
- Search warrant served at residence
- Drug overdose of family member
- Death/suicide of family member
- Domestic Violence
- Physical/Sexual Abuse
- Forced displacement from residence
- House fires
- Car accidents
- Any other exposure that may be traumatic through the eyes of a child



Interlocal Cooperative Agreement

Between

Skagit County School Districts and Skagit County Law Enforcement Agencies

I. Purpose and Parties

This Interlocal Cooperative Agreement (Agreement), entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, formalizes a partnership between the Northwest Educational Service District (NWESD), Anacortes School District, Burlington-Edison School District, Conway School District, Concrete School District, La Conner School District, Mount Vernon School District, Sedro-Woolley School District, City of Anacortes, Burlington Police Department, Mount Vernon Police Department, Sauk-Suiattle Indian Tribe, Sedro-Woolley Police Department, Skagit County Sheriff, Swinomish Indian Tribal Community, Upper Skagit Indian Tribe, and Washington State Patrol, (collectively, Parties, and individually, Party) to implement a "Handle With Care" program and to define the Parties' roles and confidentiality obligations. The Parties' shared goal is to improve the response for school age children who have recently experienced trauma from witnessing, or being a victim from, a crime (Impacted Child) to improve learning and health outcomes.

II. Duration

This Agreement shall be effective for each jurisdiction upon receipt of signature by the school district and law enforcement personnel. School districts who have not signed will be excluded from receiving notifications until date of signature. Reports received from law enforcement agencies who have not signed will be excluded from notifications until date of signature. This agreement terminates or shall be considered for renewal on July 31, 2027."

III. Legal Entity

This Agreement does not create any separate legal or administrative entity that would be subject to legal process. Each Party will maintain all documents and records it develops, receives, or maintains (including personnel records) at their own appropriate records facility in a secure environment appropriate to the circumstances. Under the Public Records Act, RCW 42.56, each Party has a designated person assigned to respond to public records requests. Nothing in this Agreement shall abrogate or alter the venue and tort claims processes involving any Party, including under RCW 4.92 or any other tort claim process. The Parties will not jointly or cooperatively acquire, hold, use, or dispose of any personal or real property assets under this

Agreement. Each Party is responsible for its own costs in implementing this Agreement, including personnel, equipment, and resource costs.

IV. Roles, Responsibilities and Obligations

The Parties will share Impacted Children's names and birthdates. The Parties further agree:

- Failing to maintain client information confidentiality can compromise Impacted Child safety.
- Information sharing may increase effective service delivery.
- They will share information strictly on a need-to-know basis.
- Each Party continues to maintain its own legal and ethical obligations to honor an Impacted Child's confidentiality and privacy, or, depending on the agency, legal obligations to share information.
- The Impacted Child who uses a school district's services retains their right to confidentiality and can determine when and how the Parties may share their information, consistent with law.
- Any information a Party releases should enhance the services the school districts provide Impacted Children, and a Party should not release information solely to ease the program's administration.

The law enforcement, tribal government, school district, and NWESD entities have the following roles, responsibilities, and obligations:

LAW ENFORCEMENT AND TRIBAL GOVERNMENT

Roles and Responsibilities:

- As permitted by law, inform the school district entities when an Impacted Child was present during a law enforcement response.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect an Impacted Child's privacy and confidentiality.
- When initially contacted, notify an Impacted Child of their rights and with whom a law enforcement Party can share their personally identifiable information and obtain their and their legal guardian's consent to release the information.
- Refer Impacted Children to local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services when appropriate.
- Honor an Impacted Child's privacy to the extent permitted by law.
- Not provide the NWESD with any details of the emergency event but only provide the Impacted Child's name and birthdate when the Impacted Child and their legal guardian consent.

SCHOOL DISTRICT(S)

Roles and Responsibilities:

- Provide confidential support and counseling services to Impacted Children to maintain or improve levels of academic achievement.
- Refer an Impacted Child to appropriate counseling when the Impacted Child's needs exceed the school district's capacity.
- Educate employees on Adverse Childhood Experiences (ACES) and domestic violence issues.
- Update Parties on emerging issues/research regarding children living in households with domestic violence.
- Confirm services were offered to an individual.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.
- Preserve an Impacted Child's anonymity, including assuring them that the school district will not release identifiable personal data to third parties.
- When applicable, protect an Impacted Child's health information or data from unauthorized access and/or disclosure, as outlined in the Health Insurance Portability and Accountability Act.
- The school district(s) have strict confidentiality obligations. When necessary to comply with FERPA, the school district(s) shall procure the parents' or an eligible Impacted Child's consent to release and use the data and shall maintain and make written proof of the parent or Impacted Child's consent available to the Parties. The school district(s) recognizes that they can share information if they have prior written consent from the Impacted Child's parent/guardian. Consent forms must comply with FERPA or HIPPA, as appropriate. The consent form must specify the records/information that the school district(s) may disclose, the disclosure's purpose, and to whom the school district(s) will make the disclosures.

NORTHWEST EDUCATION SERVICE DISTRICT

Roles and Responsibilities:

- Receive daily reports from law enforcement agencies that indicate the Impacted Child's name and date of birth. The other Parties shall not inform the NWESD about any details of the emergency event.
- Discover the school districts where each reported Impacted Child is enrolled. Create a district-based list of Impacted Children.
- Notify each respective school district (daily) of Impacted Children's names and

birthdates by sending an encrypted email with "Handle With Care: [Impacted Child Name] and [Birthdate]."

- Provide training opportunities for school staff to (1) efficiently manage Handle With Care email notifications, and (2) respond appropriately with trauma informed care of Impacted Children.
- Partner with law enforcement agencies to establish efficient reporting practices for youth impacted by emergency or crisis events.

Confidentiality Obligations:

- The NWESD will have no access to, nor will accept any confidential Impacted Child information.
- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.

V. Confidentiality Agreement Between the Parties

Federal and state confidentiality laws and regulations will govern the information exchange between the Parties. The information that Parties share will remain confidential, and they may only use it for those purposes authorized by law. Each Party will ensure that any employee working on the "Handle With Care" program has been trained on the importance of confidentiality and this Agreement's terms.

VI. Security

The Parties shall take reasonable security precautions and protections to ensure that unauthorized persons do not gain access to protected, confidential, or private information/data.

VII. Liability, Hold Harmless and Indemnification

1. Each Party, including its agents, officers, officials, and employees, does not assume any responsibility or liability for another Party's actions, including through the other Party's agents, officers, officials, and employees. Each Party, including its agents, officers, officials, and employees, shall be responsible and assume liability for its own wrongful or negligent acts or omissions to the fullest extent required by law.
2. Each Party shall save, indemnify, defend, and hold harmless all other Parties, officials, and employees from its own wrongful or negligent acts or omissions. The Parties shall not be liable for this Agreement except as it provides. This Agreement shall not create liability to, or a right of indemnification in, any third party. These liability and indemnification provisions shall survive this Agreement's termination and are subject to Washington law.
3. If a third party sues more than one Party, the Parties agree that they and their individual lawyers will maintain a joint defense to claims made against them and to reserve all indemnity claims against each other until after liability and damages against them, if any, are adjudicated.

VIII. Insurance

1. At all times during this Agreement, the Parties must have effective insurance to protect against all claims, damages, losses, and expenses arising out of the partnership. Self-insurance or membership and coverage in a risk pool will satisfy this section. The Parties' insurance must have limits no less than stated below, as applicable.
 - a. General Commercial Liability Insurance. Liability insurance and umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. A Party must have an effective policy for this Agreement's duration.
 - b. Professional Liability Coverage. Professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. A Party must have an effective policy for this Agreement's duration. If the policy is written on a claim made basis, the coverage will continue in force for an additional three years after this Agreement terminates.
2. If a Party purchases insurance from third parties, the company or companies must be rated A-VII or higher in Best's Guide and admitted in Washington.

IX. Assignment and Withdrawal from Partnership

The Parties may not assign their responsibilities under this Agreement unless the other Parties consent. Any Party may withdraw from this Agreement by providing 30 days' written notice to the Parties. If the Parties have any dispute arising from this Agreement, they shall first attempt to settle the dispute between themselves. If they cannot do so, they agree they will mediate the matter. If mediation fails, they may then use any legal or equitable means available to them under Washington law.

X. Miscellaneous

If a Party has an obligation under this Agreement that continues after its termination, that obligation shall survive termination and shall bind the applicable Parties. This Agreement shall be governed by and construed under Washington law.

XI. Municipal/County Authorizations and Approval by Legislative Authority

Each signor certifies that 1) they have authority to sign this Agreement for their identified Party; 2) their legislative body (the City Council/Board of Commissioners) has approved the Agreement; and 3) the Party agrees to this Agreement's terms. Each Party certifies they have complied with the Washington Interlocal Cooperation Act, RCW 39.34.030(2).

XII. Electronic Signatures

The Parties may execute this Agreement in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single Agreement.

XIII. Filing

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Skagit County Auditor, or, alternatively, listed by subject on the Skagit County website or other electronically retrievable public source.

THIS AGREEMENT is executed by the Parties on the dates set forth below.

SIGNATURES

Anacortes School District

Dr. Justin Irish Superintendent	Date
------------------------------------	------

Burlington-Edison School District

Dr. Chris Pearson Superintendent	Date
-------------------------------------	------

Concrete School District

Carrie Crickmore Superintendent	Date
------------------------------------	------

Conway School District

Jeff Cravy Superintendent	Date
------------------------------	------

La Conner School District

Dave Cram Interim Superintendent	Date
-------------------------------------	------

Mount Vernon School District

Dr. Victor Vergara Superintendent	Date
--------------------------------------	------

Sedro-Woolley School District

Dr. Miriam Mickelson Superintendent	Date
--	------

City of Anacortes

Matt Miller Mayor	Date
----------------------	------

Burlington Police Department

Jeremy Kramer Interim Chief	Date
--------------------------------	------

Mount Vernon Police Department

Daniel Christman Chief of Police	Date
-------------------------------------	------

Sauk-Suiattle Indian Tribe

Sherman Pruitt Chief of Police	Date
-----------------------------------	------

Sedro-Woolley Police Department

Daniel Mcilraith Chief of Police	Date
-------------------------------------	------

Swinomish Indian Tribal Community

Earl Cowan
Chief of Police

Date _____

Upper Skagit Indian Tribe

Kurt Butcher
Chief of Police

Date _____

Washington State Patrol

Jason Knott
Captain

Date

Northwest Educational Service District 189

Dr. Ismael Vivanco
Superintendent

DATED this _____ day of _____, 2024.

NWESD Internal Approvals:

Fiscal:

Program Manager:

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director





City Council Agenda Item

Agenda Item No.: e.7.

Date: November 26, 2024

From: Dan McIlraith, Police Chief

Subject: Interagency Agreement - Washington Traffic Safety Commission - 2025 Region 11 Target Zero Task Force

RECOMMENDED ACTION:

Motion to authorize Chief McIlraith to execute/sign 2025-HVE-5439-Regional 11 Target Zero Task Force interlocal agreement with the Washington Traffic Safety Commission for \$95,000.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This is nothing new, except we did not participate in 2024. All this allows us to be involved if we can. We are not required to participate, but if we do, it opens up other grant opportunities for traffic equipment such as radars, speed signs, portable breath test machines, ect.

FISCAL IMPACT, IF APPROPRIATE:

No Fiscal Impact. Grant allocated State Funding. If our officers decide to participate in a WTSC HVE Traffic Emphasis, the City will be reimbursed for officer overtime rate.

ATTACHMENTS:

1. 2025 Region 11 IAA-5439 SWoolley PD
2. 2025 Region 11 GRAF



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Sedro Woolley Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and **Sedro Woolley Police Department**, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2025-HVE-5439-Region 11 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region **11** to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025-HVE-5439-Region 11 Target Zero Task Force** was awarded to the WTSC Region **11** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$95,000 to the WTSC Region 11 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. 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 agency, a Member of Congress, an officer or employee of Congress, or an 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 any federal contract, grant, loan, or cooperative agreement.

36.1.2. 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 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.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region <u>11</u> is:	The Contact for WTSC is:
	Carr Lanham WTSC Contractor clanham.wtsc.outlook.com 360-815-4243	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date



Grant Requirements Acknowledgment Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2025-HVE-5439-Region 11 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Inter-agency Agreement (IAA). This Grant Requirements Acknowledgment Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**

- Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
- All expenses must be incurred during the period of performance on the IAA.
- Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
- Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.

- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.

- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC's primary contact listed in the Interagency Agreement.

- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.

- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.

- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).

- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.

- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."

- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.

- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

☐

I Agree

(Name, Agency, Title)

(Date)



City Council Agenda Item

Agenda Item No.: e.8.

Date: November 26, 2024

From: Jerry Gardner, Assistant Fire Chief

Subject: Agreement Extension - Skagit County EMS and Sedro-Woolley Fire Department
- Training Hub

RECOMMENDED ACTION:

Motion to approve the extension to continue the Training Hub Agreement to allow ongoing training and education of the EMT's in our department and surrounding departments.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The current contract that is in need of an extension is an agreement that allows individuals within our department to provide EMS training that is necessary to maintain their credentials with the Department of Health. The EMS levy provides this training and with this contract allows for the City to submit an invoice for those services and pay our instructors. The Department of Health has just made multiple changes and new directives within the EMS and credentials, that will need to be addressed by the Skagit County EMS department and how we deliver these services in the future. This extension will allow the Skagit County EMS department the needed time to address these changes and complete a training process that complies, before drafting a new contract if necessary.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to the City, as this is a pass through budget item; instructors get paid for the hours that they train and the City in turn invoices those expenditures to the County for reimbursement. The City does collect a minimal administration fee to reimburse for the costs associated to invoicing, scheduling and payroll allocation.

ATTACHMENTS:

1. SWFD A2 Training Hub Extension
2. C20180418
3. C20180418 Amendment A20200067

AMENDMENT #2
ORIGINAL AGREEMENT # C20180418

Sedro-Woolley Fire Department herein called "Contractor", and Skagit County, hereinafter called "County" agree to amend Agreement No. C20180418, as set forth below under "Terms of Amendment #2."

TERMS OF AMENDMENT #2:

Term extended to June 30, 2025.

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

Date: _____

CONTRACTOR

Signature of Authorized Signatory

Print Name

Mailing Address:
325 Metcalf St
Sedro Woolley, WA 98284

Telephone No. 360-855-1661

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
Sedro-Woolley Fire Department

THIS AGREEMENT is made and entered into by and between Sedro-Woolley Fire Department ("SWFD") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** SWFD will provide BLS OTEP and Community CPR and First Aid training in the "SWFD Training Hub" that includes training for Fire Districts 4,8, 16, Town of Hamilton and Clear Lake.

2. **RESPONSIBILITIES:**

The County will provide standardized training curriculum for each BLS OTEP training course, will provide the supplies needed for the training and will pay to train the ESE's and BLS Evaluators necessary to administer the program.

SWFD will provide Community CPR and First Aid in their community, twice per year. The County will pay for the National ASHI curriculum, CPR Train the Trainer courses, provide mannequins and cards and rental cost for training rooms as needed. The Hub will use the County's approved system for community members to pay for their course. The standard rate for residents of the Training Hub to take the course will be a flat rate determined by the County per person. SWFD has the right to determine whether they would like to provide CPR and First Aid together or as separate classes.

The Training Hub will provide a minimum of 12 OTEP and maximum of 16 trainings per year for 2018-2024. The Hub will work with identified Districts for its Hub to find mutually agreeable sites for the training and with the intent to minimize impact to both the Districts and the Training Hub provider.

Instructors will utilize the County's approved method and process for creating class rosters.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from September 2018 through December 31, 2024.

4. **MANNER OF FINANCING:** The training rate for the 2018 BLS OTEP Training Hub and Community First Aid/CPR will be \$65 per hour for 2018, with a 2% rate increase annually for 2019-2024.

For each training, County will reimburse for one additional hour above the instruction time for the purpose of prep time, which includes setup and breakdown.

An additional administration fee of 7% per hour will be added.

Mileage will be reimbursed for travel to training sites at the current annual Federal Mileage Reimbursement Rate.

Invoices will be submitted to the County EMS office email address for payment quarterly by January 10, April 10, July 10 and October 10 annually.

If a Training Instructor is training outside of their Hub, Instructors will be paid by their home Hub.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Skagit County EMS Director

5.2 SWFD's representative shall be the Fire Chief or Designee.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS:

GOVERNMENT AGENCY:

Lee Lee, Mayor
Title of Signatory
(Date 8-6-18)

Julia Johnson
Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

DATED this 27 day of August, 2018.

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


Kenneth A. Dahlistedt, Chair


Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Engs
Clerk of the Board

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

Recommended: 
Department Head

County Administrator

Approved as to form:

M. A. (8/21/2018)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Sharon B. Biss (8-22-18)
Risk Manager

Approved as to budget:


Budget & Finance Director

AMENDMENT #1 TO C20180418

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN

Skagit County
AND
Sedro-Woolley

WHEREAS, Skagit County ("County") and the City of Sedro-Woolley ("SWFD"), collectively referenced as "Parties", entered into Skagit County Contract number C20180418 for various Emergency Medical Services ("EMS") related training services; and

WHEREAS, the County finds that it is valuable to the County-wide system of EMS to have quality and consistent training of emergency first responders as well as providing public CPR and First Aid training opportunities to the community; and

WHEREAS, both Parties agree that the existing Interlocal agreement for EMS training services need to be replaced to provide more specificity of EMS training reimbursement and other requirements of the Parties.

TERMS OF AMENDMENT

NOW THEREFORE, the Parties hereby agree that effective (add in date) the below terms and conditions below shall completely replace and supersede the terms and Skagit County Contract number C20180418.

1. PURPOSE:

SWFD will provide pursuant to the terms and conditions detailed in this Agreement Basic Life Support Ongoing Training & Evaluation Program ("BLS OTEP"), Community CPR and First Aid training, CPR training to High Schools and other courses mutually agreed upon by the parties in the "SWFD Training Hub" to the County at the costs set forth in the agreement. Such training shall include training for Fire Districts 4,8,16 and Hamilton Fire EMS personnel. The County agrees to pay the costs and provide the services set forth in the agreement necessary to allow the SWFD to provide the training services.

2. RESPONSIBILITIES:

A. County shall be responsible as follows:

- (1) Curriculum: County shall provide SWFD with a standardized training curriculum for each BLS OTEP training course that SWFD shall follow. County reserves the right from time to time to update the standardized training curriculum that SWFD is required to follow.

- (2) Reimbursement of Training Costs: Upon pre-authorization in writing by the Skagit County EMS Director or designee, and pursuant to Paragraph 4, "Manner of Financing," County will reimburse for the following eligible costs related to training:
- Equipment and supplies and facility rental fees needed for approved training
 - Costs to train the SWFD EMS Evaluators necessary to administer the BLS OTEP program, Community CPR and First Aid training.
 - Train the Trainer courses
 - Other expenses that are pre-authorized in writing by the Skagit County EMS Director or designee.
- (3) Course Fees: County may charge fees for the general public to attend Community CPR and First Aid Training. In the event the County elects to charge fees, the County shall be responsible for the receipt, management, and processing of fees charged for Community CPR and First Aid Training. Standard rates for the general public through the SWFD Training Hub will be a flat rate per person. County shall notify SWFD of any rate changes at least six (6) months in advance of any rate changes.

B. The City shall be responsible as follows:

- (1) Scheduling Training Plan: SWFD on an annual basis shall create and provide to County a detailed "Scheduled Training plan" to be submitted to the County by November 15th annually detailing SWFDs plan to providing the required Training detailed in this Agreement. The County in its sole and absolute discretion may either approve the submitted training plan, reject the plan and request modifications. Only those trainings detailed in a County accepted Training Plan will be eligible for reimbursements pursuant to Paragraph 5 of this Agreement. The County EMS Director may authorize, in writing, modifications to an accepted training plan.
- (2) Required Community CPR and First Aid Training: SWFD will provide Community CPR and First Aid through a nationally recognized training program, at a minimum of twice per year and a maximum of 8 per year. SWFD may determine whether to provide CPR and First Aid together or as separate classes. Classes shall have a 10:1 student to instructor ratio with a minimum class size of 7 students, unless prior authorization is granted by the Skagit County EMS Director or designee, not less than 96 hours in advance of the class.
- (3) Required High School Training: SWFD will provide CPR training at Sedro-Woolley High School and State Street High School to meet senior graduation requirements. SWFD will work with the school to ensure efficient scheduling to minimize training expense and approved by EMS in the work plan. If classes are taught over a series of days, Skagit County will pay compensation for one hour of prep time per class if needed to be spread over multiple days for scheduling.
- (4) Required OTEP Training. SWFD shall provide a minimum of 12 BLS OTEP and maximum of 20 pre-authorized trainings per year. SWFD agrees to coordinate with Fire Districts 4, 8, 16 and Hamilton Fire (the Districts) in order to find mutually agreeable sites for the training in order to minimize impact to both the Districts and SWFD. In the event mutually agreeable sites cannot be reached, SWFD shall determine the training sites.

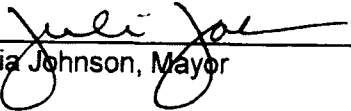
- (5) Class Rosters: SWFD Instructors shall utilize the County's approved method and process for creating class rosters for all training types including all high school and community CPR/First Aid courses.
 - (6) Subcontracting: SWFD may elect to utilize subcontractors to perform training required pursuant to this Agreement. Any SWFD subcontractor providing training or other services pursuant to this Agreement must meet all terms and conditions contained in this Agreement including, but not limited to meeting all required standards for the courses he or she is teaching, insurance requirements and indemnification of County.
3. **TERM OF AGREEMENT**: The term of this Agreement shall be from September 1, 2018 through December 31, 2024.
4. **MANNER OF FINANCING**: The County shall pay the following rates for the training services contained in Contractor's county approved training plan. The City shall annually submit a standard quarterly invoice to the County EMS office Administrative Coordinator email address for payment quarterly by January 5th, April 5th, July 5th and October 5th. Skagit County will reimburse approximately 30 days after receipt of invoice.
- A. Sixty-six dollars and thirty cents per hour (\$66.30) for 2019 BLS OTEP training and or Community First Aid/CPR. A two percent (2%) rate increase shall apply annually for 2020-2024.
 - B. For each approved training class, the County will reimburse Contractor for one additional hour of preparation time in addition to the instruction time. This includes High School courses. Preparation time shall include setup and breakdown.
 - C. Contractor shall be reimbursed an additional administration fee of 7% per training hour.
 - D. Reimbursement from the Training Hub administrative site to the training site and back, shall be compensated at the current annual Federal Mileage Reimbursement Rate.
5. **ADMINISTRATION**: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- A. The County's representative shall be Skagit County EMS Director
 - B. SWFD's representative shall be the Fire Chief or Designee.
6. **TREATMENT OF ASSETS AND PROPERTY**: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. **INDEMNIFICATION**: Each party agrees to be responsible and assume liability for

its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

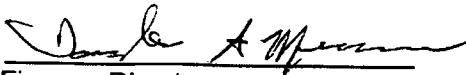
8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) day's notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

DATED this 14th day of December, 2019.

CITY OF SEDRO-WOOLLEY

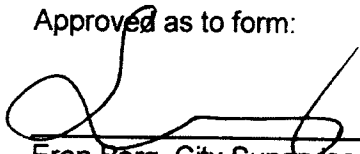


Julia Johnson, Mayor



Finance Director

Approved as to form:



Eron Berg, City Supervisor / Attorney

DATED this 4 day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chair
Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner
Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Linda Hamner
Clerk of the Board

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

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 4.27.2020
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

pp. Diana Emery for Sharon DuBois
Risk Manager

Approved as to budget:

Lisa Gorge
Budget & Finance Director



City Council Agenda Item

Agenda Item No.: e.9.

Date: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Non-Represented Employee Salary Schedule - Resolution 1152-24

RECOMMENDED ACTION:

Motion to approve Resolution 1152-24 updating the non-represented employee salary schedule effective January 1, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Historically, the non-represented employee salary resolution or salary schedule has increased in alignment with the AFSCME union contract. Non-represented staff are included on the same salary schedule system as the AFSCME employees. The AFSCME 2024-2026 union contract states "COLAs. On January 1, 2025, the wage table in A.1 shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-I (October-October), with a minimum of 1% and a maximum of 4%."

The Seattle-Tacoma-Bellevue CPI-U (October-October) is 3.0%.

FISCAL IMPACT, IF APPROPRIATE:

This increase is within the payroll estimates projected in the draft 2025-2026 preliminary biennial budget.

ATTACHMENTS:

1. 2025 Non-Rep Salary_Resolution 1152-24
2. 2025_Schedule_Non-Rep_2024.11.26
3. 2025_MasterSchedule_AFSCME+Non-Reps_2024.11.26

RESOLUTION 1152-24

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON UPDATING
THE NON-REPRESENTED EMPLOYEE SALARY SCHEDULE EFFECTIVE JANUARY
1, 2025.**

WHEREAS, it is necessary and appropriate to establish the City organizational structure and salary schedules for employees of the City of Sedro-Woolley by resolution of the City Council; and

WHEREAS, to promote internal equity and retain quality employees, the City Council wishes to offer commensurate packages to non-represented employees; and

WHEREAS, the City is continuing the compensation structure involving a salary schedule for all employees with adjustments; and

WHEREAS, to update the current salary schedule, the City Council must approve a revised salary schedule so that non-represented employees receive pay beginning on January 1, 2025; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees through budget allocation for personnel and benefits.

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

The salary schedule for non-represented staff shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-U (October to October), 3.0%.

ADOPTED by the City Council and **APPROVED** by the Mayor this 13th day of November 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



Non-Represented Staff

New / Updated

Placeholder Positions

Non-Represented

Schedule for Non-Represented Staff Approved by Council on November 26, 2024										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
103	PART-TIME FIREFIGHTER (hourly)	18.54								
108	MUNICIPAL COURT JUDGE	22.99	23.68	24.39	25.12	25.63	26.14	26.53	26.93	27.33
		1,992.50	2,052.29	2,113.83	2,177.25	2,220.83	2,265.25	2,299.21	2,333.71	2,368.71
		3,985.00	4,104.58	4,227.67	4,354.50	4,441.67	4,530.50	4,598.42	4,667.42	4,737.42
		47,820.00	49,255.00	50,732.00	52,254.00	53,300.00	54,366.00	55,181.00	56,009.00	56,849.00
116	ENGINEERING TECHNICIAN I	30.91	31.84	32.80	33.78	34.45	35.14	35.67	36.21	36.75
		2,679.08	2,759.46	2,842.25	2,927.54	2,986.08	3,045.83	3,091.50	3,137.88	3,184.96
		5,358.17	5,518.92	5,684.50	5,855.08	5,972.17	6,091.67	6,183.00	6,275.75	6,369.92
		64,298.00	66,227.00	68,214.00	70,261.00	71,666.00	73,100.00	74,196.00	75,309.00	76,439.00
117	IT USER SUPPORT TECHNICIAN	32.17	33.13	34.12	35.15	35.85	36.57	37.12	37.67	38.24
		2,787.67	2,871.29	2,957.42	3,046.17	3,107.04	3,169.21	3,216.75	3,265.00	3,313.96
		5,575.33	5,742.58	5,914.83	6,092.33	6,214.08	6,338.42	6,433.50	6,530.00	6,627.92
		66,904.00	68,911.00	70,978.00	73,108.00	74,569.00	76,061.00	77,202.00	78,360.00	79,535.00
118		33.49	34.50	35.53	36.60	37.33	38.07	38.65	39.23	39.81
		2,902.50	2,989.58	3,079.29	3,171.67	3,235.08	3,299.79	3,349.29	3,399.54	3,450.50
		5,805.00	5,979.17	6,158.58	6,343.33	6,470.17	6,599.58	6,698.58	6,799.08	6,901.00
		69,660.00	71,750.00	73,903.00	76,120.00	77,642.00	79,195.00	80,383.00	81,589.00	82,812.00
119	COURT CLERK	34.89	35.94	37.01	38.12	38.89	39.66	40.26	40.86	41.48
		3,023.67	3,114.42	3,207.83	3,304.04	3,370.13	3,437.50	3,489.08	3,541.42	3,594.54
		6,047.33	6,228.83	6,415.67	6,608.08	6,740.25	6,875.00	6,978.17	7,082.83	7,189.08
		72,568.00	74,746.00	76,988.00	79,297.00	80,883.00	82,500.00	83,738.00	84,994.00	86,269.00
120		36.36	37.45	38.57	39.73	40.53	41.34	41.96	42.59	43.22
		3,151.13	3,245.67	3,343.04	3,443.33	3,512.25	3,582.46	3,636.17	3,690.71	3,746.08
		6,302.25	6,491.33	6,686.08	6,886.67	7,024.50	7,164.92	7,272.33	7,381.42	7,492.17
		75,627.00	77,896.00	80,233.00	82,640.00	84,294.00	85,979.00	87,268.00	88,577.00	89,906.00
121	ENGINEER I (GRADUATE)	37.92	39.06	40.23	41.43	42.26	43.11	43.75	44.41	45.08
		3,286.21	3,384.79	3,486.33	3,590.92	3,662.75	3,736.00	3,792.04	3,848.92	3,906.63
		6,572.42	6,769.58	6,972.67	7,181.83	7,325.50	7,472.00	7,584.08	7,697.83	7,813.25
		78,869.00	81,235.00	83,672.00	86,182.00	87,906.00	89,664.00	91,009.00	92,374.00	93,759.00
122	ASSISTANT PLANNER HUMAN RESOURCE ANALYST	39.55	40.74	41.96	43.22	44.08	44.96	45.64	46.32	47.02
		3,427.54	3,530.38	3,636.29	3,745.42	3,820.29	3,896.67	3,955.13	4,014.50	4,074.71
		6,855.08	7,060.75	7,272.58	7,490.83	7,640.58	7,793.33	7,910.25	8,029.00	8,149.42
		82,261.00	84,729.00	87,271.00	89,890.00	91,687.00	93,520.00	94,923.00	96,348.00	97,793.00
123		41.28	42.52	43.80	45.11	46.01	46.93	47.64	48.35	49.08
		3,577.75	3,685.08	3,795.67	3,909.50	3,987.71	4,067.46	4,128.46	4,190.42	4,253.25
		7,155.50	7,370.17	7,591.33	7,819.00	7,975.42	8,134.92	8,256.92	8,380.83	8,506.50
		85,866.00	88,442.00	91,096.00	93,828.00	95,705.00	97,619.00	99,083.00	100,570.00	102,078.00
124	ENGINEER (EIT) MAINTENANCE OPNS SUPERVISOR IT SYSTEM INTEGRATION ANALYST	43.37	44.67	46.01	47.39	48.33	49.30	50.04	50.79	51.55
		3,758.33	3,871.04	3,987.21	4,106.79	4,188.96	4,272.71	4,336.83	4,401.92	4,467.92
		7,516.67	7,742.08	7,974.42	8,213.58	8,377.92	8,545.42	8,673.67	8,803.83	8,935.83
		90,200.00	92,905.00	95,693.00	98,563.00	100,535.00	102,545.00	104,084.00	105,646.00	107,230.00
125	PLANNER	45.42	46.78	48.18	49.63	50.62	51.63	52.41	53.19	53.99
		3,936.04	4,054.08	4,175.71	4,301.00	4,387.04	4,474.75	4,541.88	4,610.00	4,679.17
		7,872.08	8,108.17	8,351.42	8,602.00	8,774.08	8,949.50	9,083.75	9,220.00	9,358.33
		94,465.00	97,298.00	100,217.00	103,224.00	105,289.00	107,394.00	109,005.00	110,640.00	112,300.00
126	BUILDING OFFICIAL (CMML INSP)	47.58	49.00	50.47	51.99	53.03	54.09	54.90	55.72	56.56
		4,123.17	4,246.83	4,374.25	4,505.50	4,595.63	4,687.50	4,757.83	4,829.17	4,901.63
		8,246.33	8,493.67	8,748.50	9,011.00	9,191.25	9,375.00	9,515.67	9,658.33	9,803.25
		98,956.00	101,924.00	104,982.00	108,132.00	110,295.00	112,500.00	114,188.00	115,900.00	117,639.00
127	HUMAN RESOURCE MANAGER ASSISTANT ENGINEER	49.86	51.35	52.89	54.48	55.57	56.68	57.53	58.40	59.27
		4,321.08	4,450.71	4,584.21	4,721.75	4,816.17	4,912.50	4,986.21	5,060.96	5,136.88
		8,642.17	8,901.42	9,168.42	9,443.50	9,632.33	9,825.00	9,972.42	10,121.92	10,273.75
		103,706.00	106,817.00	110,021.00	113,322.00	115,588.00	117,900.00	119,669.00	121,463.00	123,285.00
128	SENIOR PLANNER	52.27	53.83	55.45	57.11	58.26	59.42	60.31	61.22	62.13
		4,529.75	4,665.63	4,805.63	4,949.79	5,048.79	5,149.71	5,226.96	5,305.38	5,385.00
		9,059.50	9,331.25	9,611.25	9,899.58	10,097.58	10,299.42	10,453.92	10,610.75	10,770.00
		108,714.00	111,975.00	115,335.00	118,795.00	121,171.00	123,593.00	125,447.00	127,329.00	129,240.00
129	ASSISTANT FIRE CHIEF	54.81	56.46	58.15	59.90	61.09	62.32	63.25	64.20	65.16
		4,750.54	4,893.04	5,039.83	5,191.04	5,294.88	5,400.75	5,481.75	5,564.00	5,647.42
		9,501.08	9,786.08	10,079.67	10,382.08	10,589.75	10,801.50	10,963.50	11,128.00	11,294.83
		114,013.00	117,433.00	120,956.00	124,585.00	127,077.00	129,618.00	131,562.00	133,536.00	135,538.00
130	DIRECTOR, INFO TECHNOLOGIES CITY ENGINEER POLICE LIEUTENANT	57.50	59.23	61.00	62.83	64.09	65.37	66.35	67.35	68.36
		4,983.42	5,132.96	5,286.92	5,445.54	5,554.42	5,665.54	5,750.50	5,836.79	5,924.33
		9,966.83	10,265.92	10,573.83	10,891.08	11,108.83	11,331.08	11,501.00	11,673.58	11,848.67
		119,602.00	123,191.00	126,886.00	130,693.00	133,306.00	135,973.00	138,012.00	140,083.00	142,184.00
131	DIRECTOR, FINANCE	60.33	62.14	64.00	65.92	67.24	68.59	69.61	70.66	71.72
		5,228.46	5,385.33	5,546.88	5,713.25	5,827.54	5,944.13	6,033.25	6,123.75	6,215.58
		10,456.92	10,770.67	11,093.75	11,426.50	11,655.08	11,888.25	12,066.50	12,247.50	12,431.17
		125,483.00	129,248.00	133,125.00	137,118.00	139,861.00	142,659.00	144,798.00	146,970.00	149,174.00
132	DIRECTOR, COMMUNITY DEVEL	63.31	65.21	67.17	69.18	70.56	71.98	73.06	74.15	75.26
		5,486.96	5,651.54	5,821.13	5,995.75	6,115.63	6,237.96	6,331.50	6,426.50	6,522.88
		10,973.92	11,303.08	11,642.25	11,991.50	12,231.25	12,475.92	12,663.00	12,853.00	13,045.75
		131,687.00	135,637.00	139,707.00	143,898.00	146,775.00	149,711.00	151,956.00	154,236.00	156,549.00

Schedule for Non-Represented Staff Approved by Council on November 26, 2024										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
133	DIRECTOR, PUBLIC WORKS	66.46	68.46	70.51	72.63	74.08	75.56	76.70	77.85	79.01
	FIRE CHIEF	5,760.25	5,933.04	6,111.04	6,294.33	6,420.25	6,548.67	6,646.92	6,746.63	6,847.79
	POLICE CHIEF	11,520.50	11,866.08	12,222.08	12,588.67	12,840.50	13,097.33	13,293.83	13,493.25	13,695.58
		138,246.00	142,393.00	146,665.00	151,064.00	154,086.00	157,168.00	159,526.00	161,919.00	164,347.00
134		69.79	71.88	74.04	76.26	77.79	79.34	80.53	81.74	82.96
		6,048.33	6,229.79	6,416.71	6,609.17	6,741.38	6,876.21	6,979.33	7,084.00	7,190.29
		12,096.67	12,459.58	12,833.42	13,218.33	13,482.75	13,752.42	13,958.67	14,168.00	14,380.58
		145,160.00	149,515.00	154,001.00	158,620.00	161,793.00	165,029.00	167,504.00	170,016.00	172,567.00
135		73.30	75.50	77.76	80.10	81.70	83.33	84.58	85.85	87.14
		6,352.58	6,543.17	6,739.50	6,941.67	7,080.50	7,222.08	7,330.46	7,440.42	7,552.00
		12,705.17	13,086.33	13,479.00	13,883.33	14,161.00	14,444.17	14,660.92	14,880.83	15,104.00
		152,462.00	157,036.00	161,748.00	166,600.00	169,932.00	173,330.00	175,931.00	178,570.00	181,248.00
136	CITY ADMINISTRATOR	80.90	83.32	85.82	88.40	90.16	91.97	93.35	94.75	96.17
		7,010.92	7,221.25	7,437.92	7,661.04	7,814.25	7,970.54	8,090.13	8,211.46	8,334.63
		14,021.83	14,442.50	14,875.83	15,322.08	15,628.50	15,941.08	16,180.25	16,422.92	16,669.25
		168,262.00	173,310.00	178,510.00	183,865.00	187,542.00	191,293.00	194,163.00	197,075.00	200,031.00

Amounts Displayed: Hourly, Pay Period, Monthly, Annual Wage
Actual amounts may vary due to rounding.
Increase from 2024 103.00%



AFSCME and Non-Represented Staff

New / Updated

Placeholder Positions

Non-Represented

Master Schedule for AFSCME and Non-Represented Staff Approved by Council on November 26, 2024										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
103	PART-TIME FIREFIGHTER (hourly)	18.54								
104	INTERN - ADMIN SUPPORT	20.14	20.74	21.36	22.00	22.44	22.89	23.24	23.58	23.94
		1,745.13	1,797.50	1,851.42	1,906.92	1,945.08	1,983.96	2,013.75	2,043.96	2,074.63
		3,490.25	3,595.00	3,702.83	3,813.83	3,890.17	3,967.92	4,027.50	4,087.92	4,149.25
		41,883.00	43,140.00	44,434.00	45,766.00	46,682.00	47,615.00	48,330.00	49,055.00	49,791.00
105	PARK CARETAKER	20.79	21.42	22.06	22.72	23.17	23.64	23.99	24.35	24.72
		1,801.92	1,856.00	1,911.67	1,969.00	2,008.38	2,048.54	2,079.29	2,110.50	2,142.13
		3,603.83	3,712.00	3,823.33	3,938.00	4,016.75	4,097.08	4,158.58	4,221.00	4,284.25
		43,246.00	44,544.00	45,880.00	47,256.00	48,201.00	49,165.00	49,903.00	50,652.00	51,411.00
106	INTERN - TECHNICAL SUPPORT	21.49	22.14	22.80	23.48	23.95	24.43	24.80	25.17	25.55
		1,862.50	1,918.38	1,975.96	2,035.21	2,075.92	2,117.46	2,149.21	2,181.42	2,214.17
		3,725.00	3,836.75	3,951.92	4,070.42	4,151.83	4,234.92	4,298.42	4,362.83	4,428.33
		44,700.00	46,041.00	47,423.00	48,845.00	49,822.00	50,819.00	51,581.00	52,354.00	53,140.00
107	RECEPTIONIST	22.22	22.89	23.57	24.28	24.76	25.26	25.64	26.02	26.41
		1,925.63	1,983.38	2,042.92	2,104.17	2,146.25	2,189.21	2,222.04	2,255.33	2,289.21
		3,851.25	3,966.75	4,085.83	4,208.33	4,292.50	4,378.42	4,444.08	4,510.67	4,578.42
		46,215.00	47,601.00	49,030.00	50,500.00	51,510.00	52,541.00	53,329.00	54,128.00	54,941.00
108	MUNICIPAL COURT JUDGE	22.99	23.68	24.39	25.12	25.63	26.14	26.53	26.93	27.33
		1,992.50	2,052.29	2,113.83	2,177.25	2,220.83	2,265.25	2,299.21	2,333.71	2,368.71
		3,985.00	4,104.58	4,227.67	4,354.50	4,441.67	4,530.50	4,598.42	4,667.42	4,737.42
		47,820.00	49,255.00	50,732.00	52,254.00	53,300.00	54,366.00	55,181.00	56,009.00	56,849.00
109		23.81	24.52	25.26	26.01	26.53	27.06	27.47	27.88	28.30
		2,063.21	2,125.08	2,188.88	2,254.50	2,299.58	2,345.58	2,380.79	2,416.50	2,452.71
		4,126.42	4,250.17	4,377.75	4,509.00	4,599.17	4,691.17	4,761.58	4,833.00	4,905.42
		49,517.00	51,002.00	52,533.00	54,108.00	55,190.00	56,294.00	57,139.00	57,996.00	58,865.00
110	CUSTODIAN YARD WASTE ATTENDANT	24.67	25.41	26.17	26.95	27.49	28.04	28.46	28.89	29.32
		2,137.67	2,201.79	2,267.83	2,335.88	2,382.58	2,430.25	2,466.71	2,503.71	2,541.25
		4,275.33	4,403.58	4,535.67	4,671.75	4,765.17	4,860.50	4,933.42	5,007.42	5,082.50
		51,304.00	52,843.00	54,428.00	56,061.00	57,182.00	58,326.00	59,201.00	60,089.00	60,990.00
111	ADMINISTRATIVE CLERK I GRAD INTERN	25.57	26.34	27.13	27.94	28.50	29.07	29.50	29.95	30.40
		2,215.88	2,282.38	2,350.88	2,421.38	2,469.83	2,519.17	2,557.00	2,595.38	2,634.29
		4,431.75	4,564.75	4,701.75	4,842.75	4,939.67	5,038.33	5,114.00	5,190.75	5,268.58
		53,181.00	54,777.00	56,421.00	58,113.00	59,276.00	60,460.00	61,368.00	62,289.00	63,223.00
112	MAINTENANCE CUSTODIAN	26.53	27.33	28.15	28.99	29.57	30.16	30.61	31.07	31.54
		2,299.21	2,368.21	2,439.25	2,512.42	2,562.67	2,613.92	2,653.13	2,692.92	2,733.29
		4,598.42	4,736.42	4,878.50	5,024.83	5,125.33	5,227.83	5,306.25	5,385.83	5,466.58
		55,181.00	56,837.00	58,542.00	60,298.00	61,504.00	62,734.00	63,675.00	64,630.00	65,599.00
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	27.53	28.36	29.21	30.09	30.69	31.30	31.77	32.25	32.73
		2,386.33	2,457.92	2,531.63	2,607.54	2,659.75	2,712.92	2,753.58	2,794.92	2,836.88
		4,772.67	4,915.83	5,063.25	5,215.08	5,319.50	5,425.83	5,507.17	5,589.83	5,673.75
		57,272.00	58,990.00	60,759.00	62,581.00	63,834.00	65,110.00	66,086.00	67,078.00	68,085.00
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	28.60	29.46	30.34	31.25	31.87	32.51	33.00	33.49	34.00
		2,478.42	2,552.79	2,629.33	2,708.25	2,762.38	2,817.67	2,859.96	2,902.83	2,946.38
		4,956.83	5,105.58	5,258.67	5,416.50	5,524.75	5,635.33	5,719.92	5,805.67	5,892.75
		59,482.00	61,267.00	63,104.00	64,998.00	66,297.00	67,624.00	68,639.00	69,668.00	70,713.00
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	29.72	30.61	31.53	32.47	33.12	33.79	34.29	34.81	35.33
		2,575.63	2,652.88	2,732.50	2,814.46	2,870.71	2,928.13	2,972.08	3,016.63	3,061.92
		5,151.25	5,305.75	5,465.00	5,628.92	5,741.42	5,856.25	5,944.17	6,033.25	6,123.83
		61,815.00	63,669.00	65,580.00	67,547.00	68,897.00	70,275.00	71,330.00	72,399.00	73,486.00
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	30.91	31.84	32.80	33.78	34.45	35.14	35.67	36.21	36.75
		2,679.08	2,759.46	2,842.25	2,927.54	2,986.08	3,045.83	3,091.50	3,137.88	3,184.96
		5,358.17	5,518.92	5,684.50	5,855.08	5,972.17	6,091.67	6,183.00	6,275.75	6,369.92
		64,298.00	66,227.00	68,214.00	70,261.00	71,666.00	73,100.00	74,196.00	75,309.00	76,439.00
117	MAINTENANCE OPERATOR II COLLECTIONS SPECIALIST II IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN	32.17	33.13	34.12	35.15	35.85	36.57	37.12	37.67	38.24
		2,787.67	2,871.29	2,957.42	3,046.17	3,107.04	3,169.21	3,216.75	3,265.00	3,313.96
		5,575.33	5,742.58	5,914.83	6,092.33	6,214.08	6,338.42	6,433.50	6,530.00	6,627.92
		66,904.00	68,911.00	70,978.00	73,108.00	74,569.00	76,061.00	77,202.00	78,360.00	79,535.00
118	ENGINEERING TECHNICIAN II EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	33.49	34.50	35.53	36.60	37.33	38.07	38.65	39.23	39.81
		2,902.50	2,989.58	3,079.29	3,171.67	3,235.08	3,299.79	3,349.29	3,399.54	3,450.50
		5,805.00	5,979.17	6,158.58	6,343.33	6,470.17	6,599.58	6,698.58	6,799.08	6,901.00
		69,660.00	71,750.00	73,903.00	76,120.00	77,642.00	79,195.00	80,383.00	81,589.00	82,812.00
119	DEPUTY CITY CLERK VEHICLE TECHNICAL MECHANIC WW TREATMENT OPERATOR II COURT CLERK	34.89	35.94	37.01	38.12	38.89	39.66	40.26	40.86	41.48
		3,023.67	3,114.42	3,207.83	3,304.04	3,370.13	3,437.50	3,489.08	3,541.42	3,594.54
		6,047.33	6,228.83	6,415.67	6,608.08	6,740.25	6,875.00	6,978.17	7,082.83	7,189.08
		72,568.00	74,746.00	76,988.00	79,297.00	80,883.00	82,500.00	83,738.00	84,994.00	86,269.00
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	36.36	37.45	38.57	39.73	40.53	41.34	41.96	42.59	43.22
		3,151.13	3,245.67	3,343.04	3,443.33	3,512.25	3,582.46	3,636.17	3,690.71	3,746.08
		6,302.25	6,491.33	6,686.08	6,886.67	7,024.50	7,164.92	7,272.33	7,381.42	7,492.17
		75,627.00	77,896.00	80,233.00	82,640.00	84,294.00	85,979.00	87,268.00	88,577.00	89,906.00
121	BUILDING INSPECTOR I LEAD MECHANIC DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III	37.92	39.06	40.23	41.43	42.26	43.11	43.75	44.41	45.08
		3,286.21	3,384.79	3,486.33	3,590.92	3,662.75	3,736.00	3,792.04	3,848.92	3,906.63
		6,572.42	6,769.58	6,972.67	7,181.83	7,325.50	7,472.00	7,584.08	7,697.83	7,813.25
		78,869.00	81,235.00	83,672.00	86,182.00	87,906.00	89,664.00	91,009.00	92,374.00	93,759.00

Master Schedule for AFSCME and Non-Represented Staff Approved by Council on November 26, 2024										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
122	ASSISTANT PLANNER	39.55	40.74	41.96	43.22	44.08	44.96	45.64	46.32	47.02
	HUMAN RESOURCE ANALYST	3,427.54	3,530.38	3,636.29	3,745.42	3,820.29	3,896.67	3,955.13	4,014.50	4,074.71
	WW TREATMENT OPERATOR LEAD	6,855.08	7,060.75	7,272.58	7,490.83	7,640.58	7,793.33	7,910.25	8,029.00	8,149.42
		82,261.00	84,729.00	87,271.00	89,890.00	91,687.00	93,520.00	94,923.00	96,348.00	97,793.00
123	BUILDING INSPECTOR II	41.28	42.52	43.80	45.11	46.01	46.93	47.64	48.35	49.08
	SOLID WASTE SUPERVISOR	3,577.75	3,685.08	3,795.67	3,909.50	3,987.71	4,067.46	4,128.46	4,190.42	4,253.25
		7,155.50	7,370.17	7,591.33	7,819.00	7,975.42	8,134.92	8,256.92	8,380.83	8,506.50
		85,866.00	88,442.00	91,096.00	93,828.00	95,705.00	97,619.00	99,083.00	100,570.00	102,078.00
124	WW TREATMENT SUPERVISOR									
	ENGINEER (EIT)	43.37	44.67	46.01	47.39	48.33	49.30	50.04	50.79	51.55
	MAINTENANCE OPNS SUPERVISOR	3,758.33	3,871.04	3,987.21	4,106.79	4,188.96	4,272.71	4,336.83	4,401.92	4,467.92
	IT SYSTEM INTEGRATION ANALYST	7,516.67	7,742.08	7,974.42	8,213.58	8,377.92	8,545.42	8,673.67	8,803.83	8,935.83
		90,200.00	92,905.00	95,693.00	98,563.00	100,535.00	102,545.00	104,084.00	105,646.00	107,230.00
125	PLANNER	45.42	46.78	48.18	49.63	50.62	51.63	52.41	53.19	53.99
		3,936.04	4,054.08	4,175.71	4,301.00	4,387.04	4,474.75	4,541.88	4,610.00	4,679.17
		7,872.08	8,108.17	8,351.42	8,602.00	8,774.08	8,949.50	9,083.75	9,220.00	9,358.33
		94,465.00	97,298.00	100,217.00	103,224.00	105,289.00	107,394.00	109,005.00	110,640.00	112,300.00
126	BUILDING OFFICIAL (CMML INSP)	47.58	49.00	50.47	51.99	53.03	54.09	54.90	55.72	56.56
		4,123.17	4,246.83	4,374.25	4,505.50	4,595.63	4,687.50	4,757.83	4,829.17	4,901.63
		8,246.33	8,493.67	8,748.50	9,011.00	9,191.25	9,375.00	9,515.67	9,658.33	9,803.25
		98,956.00	101,924.00	104,982.00	108,132.00	110,295.00	112,500.00	114,188.00	115,900.00	117,639.00
127	HUMAN RESOURCE MANAGER	49.86	51.35	52.89	54.48	55.57	56.68	57.53	58.40	59.27
	ASSISTANT ENGINEER	4,321.08	4,450.71	4,584.21	4,721.75	4,816.17	4,912.50	4,986.21	5,060.96	5,136.88
		8,642.17	8,901.42	9,168.42	9,443.50	9,632.33	9,825.00	9,972.42	10,121.92	10,273.75
		103,706.00	106,817.00	110,021.00	113,322.00	115,588.00	117,900.00	119,669.00	121,463.00	123,285.00
128	SENIOR PLANNER	52.27	53.83	55.45	57.11	58.26	59.42	60.31	61.22	62.13
		4,529.75	4,665.63	4,805.63	4,949.79	5,048.79	5,149.71	5,226.96	5,305.38	5,385.00
		9,059.50	9,331.25	9,611.25	9,899.58	10,097.58	10,299.42	10,453.92	10,610.75	10,770.00
		108,714.00	111,975.00	115,335.00	118,795.00	121,171.00	123,593.00	125,447.00	127,329.00	129,240.00
129	ASSISTANT FIRE CHIEF	54.81	56.46	58.15	59.90	61.09	62.32	63.25	64.20	65.16
		4,750.54	4,893.04	5,039.83	5,191.04	5,294.88	5,400.75	5,481.75	5,564.00	5,647.42
		9,501.08	9,786.08	10,079.67	10,382.08	10,589.75	10,801.50	10,963.50	11,128.00	11,294.83
		114,013.00	117,433.00	120,956.00	124,585.00	127,077.00	129,618.00	131,562.00	133,536.00	135,538.00
130	DIRECTOR, INFO TECHNOLOGIES	57.50	59.23	61.00	62.83	64.09	65.37	66.35	67.35	68.36
	CITY ENGINEER	4,983.42	5,132.96	5,286.92	5,445.54	5,554.42	5,665.54	5,750.50	5,836.79	5,924.33
	POLICE LIEUTENANT	9,966.83	10,265.92	10,573.83	10,891.08	11,108.83	11,331.08	11,501.00	11,673.58	11,848.67
		119,602.00	123,191.00	126,886.00	130,693.00	133,306.00	135,973.00	138,012.00	140,083.00	142,184.00
131	DIRECTOR, FINANCE	60.33	62.14	64.00	65.92	67.24	68.59	69.61	70.66	71.72
		5,228.46	5,385.33	5,546.88	5,713.25	5,827.54	5,944.13	6,033.25	6,123.75	6,215.58
		10,456.92	10,770.67	11,093.75	11,426.50	11,655.08	11,888.25	12,066.50	12,247.50	12,431.17
		125,483.00	129,248.00	133,125.00	137,118.00	139,861.00	142,659.00	144,798.00	146,970.00	149,174.00
132	DIRECTOR, COMMUNITY DEVEL	63.31	65.21	67.17	69.18	70.56	71.98	73.06	74.15	75.26
		5,486.96	5,651.54	5,821.13	5,995.75	6,115.63	6,237.96	6,331.50	6,426.50	6,522.88
		10,973.92	11,303.08	11,642.25	11,991.50	12,231.25	12,475.92	12,663.00	12,853.00	13,045.75
		131,687.00	135,637.00	139,707.00	143,898.00	146,775.00	149,711.00	151,956.00	154,236.00	156,549.00
133	DIRECTOR, PUBLIC WORKS	66.46	68.46	70.51	72.63	74.08	75.56	76.70	77.85	79.01
	FIRE CHIEF	5,760.25	5,933.04	6,111.04	6,294.33	6,420.25	6,548.67	6,646.92	6,746.63	6,847.79
	POLICE CHIEF	11,520.50	11,866.08	12,222.08	12,588.67	12,840.50	13,097.33	13,293.83	13,493.25	13,695.58
		138,246.00	142,393.00	146,665.00	151,064.00	154,086.00	157,168.00	159,526.00	161,919.00	164,347.00
134		69.79	71.88	74.04	76.26	77.79	79.34	80.53	81.74	82.96
		6,048.33	6,229.79	6,416.71	6,609.17	6,741.38	6,876.21	6,979.33	7,084.00	7,190.29
		12,096.67	12,459.58	12,833.42	13,218.33	13,482.75	13,752.42	13,958.67	14,168.00	14,380.58
		145,160.00	149,515.00	154,001.00	158,620.00	161,793.00	165,029.00	167,504.00	170,016.00	172,567.00
135		73.30	75.50	77.76	80.10	81.70	83.33	84.58	85.85	87.14
		6,352.58	6,543.17	6,739.50	6,941.67	7,080.50	7,222.08	7,330.46	7,440.42	7,552.00
		12,705.17	13,086.33	13,479.00	13,883.33	14,161.00	14,444.17	14,660.92	14,880.83	15,104.00
		152,462.00	157,036.00	161,748.00	166,600.00	169,932.00	173,330.00	175,931.00	178,570.00	181,248.00
136	CITY ADMINISTRATOR	80.90	83.32	85.82	88.40	90.16	91.97	93.35	94.75	96.17
		7,010.92	7,221.25	7,437.92	7,661.04	7,814.25	7,970.54	8,090.13	8,211.46	8,334.63
		14,021.83	14,442.50	14,875.83	15,322.08	15,628.50	15,941.08	16,180.25	16,422.92	16,669.25
		168,262.00	173,310.00	178,510.00	183,865.00	187,542.00	191,293.00	194,163.00	197,075.00	200,031.00

Amounts Displayed: Hourly, Pay Period, Monthly, Annual Wage
Actual amounts may vary due to rounding.
Increase from 2024 103.00%



City Council Agenda Item

Agenda Item No.: e.10.

Date: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Mayor Salary - Ordinance 2092-24

RECOMMENDED ACTION:

Motion to approve Ordinance 2092-24, setting the Mayor's salary for 2025 at \$34,641.00.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The below table documents the Mayor's annual wage from 2018 to 2024 and the percent increase from the prior year compared to CPI-U (an inflation indicator).

Ordinance 2092-24 proposes an increase to the Mayor's salary of 3.0%, the same increase as the salary schedule for AFSCME staff and recommended for non-represented staff. The Seattle-Tacoma-Bellevue CPI-U (October-October) is 3.0%.

Year	Annual	Increase from Prior Year	Prior Year CPI-U
2018	27,615.60		
2019	28,306.80	2.50%	3.30%
2020	28,954.80	2.29%	2.30%
2021	29,527.20	1.98%	0.90%
2022	30,639.60	3.77%	5.50%
2023	33,631.20	9.76%	10.10%
2024	33,631.20	0.00%	4.60%

The 2019 through 2022 increases were authorized by Council as a part of the salary ordinance that included all non-represented staff. In 2023 and 2024, the Salary Commission considered this item (note: In 2024, AFSCME and Non-Represented employees also did not receive a CPI increase from the prior year). Now that the Salary Commission has been dissolved and that AFSCME and Non-Represented employees are on a separate salary grid/schedule from the Mayor (starting in 2023), this item is being brought forward as a stand-alone ordinance that remains consistent with the increases for AFSCME and Non-Represented employees. It follows what has been the City's practice since at least

2019.

FISCAL IMPACT, IF APPROPRIATE:

This increase is within the payroll estimates projected in the draft 2025-2026 preliminary biennial budget.

ATTACHMENTS:

1. 2025_Mayor_Ordinance2092-24

ORDINANCE 2092-24

**AN ORDINANCE ESTABLISHING THE SALARY FOR THE ELECTED MAYOR OF
THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2025**

WHEREAS, RCW 35A.12.070 provides that salaries of mayors and council members in code cities shall be set by ordinance; and

WHEREAS, it is necessary to establish the salaries and wages of the Mayor of the City of Sedro-Woolley; and

WHEREAS, Ordinance 2088-24 repealed Sedro-Woolley Municipal Code Chapter 2.41 "Salary Commission; and

WHEREAS, the mayoral position in the City of Sedro-Woolley has typically received the same cost of living increase that has been applied to non-represented employees; and

WHEREAS, the non-represented employee cost of living increase is typically the same as those employees in the AFSCME bargaining unit; and

WHEREAS, the adjustment applicable to the AFSCME bargaining unit for 2025 is 3%.

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

The salary of the Mayor shall be adjusted by 100% of the most recent Seattle-Tacoma-Bellevue CPI-U (October to October), which amounts to 3.0%. The total salary for 2025 shall be set at \$34,641.

ADOPTED by the City Council and **APPROVED** by the Mayor this 26th day of November 2024.

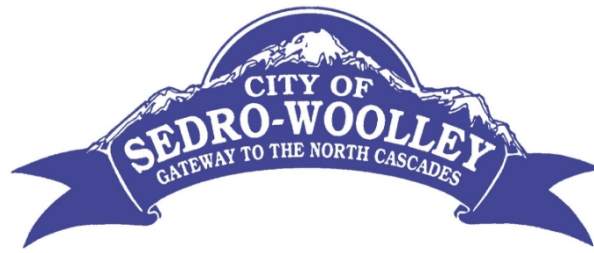
Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: e.11.

Date: November 26, 2024

From: Kyle Anderson, Assistant Engineer

Subject: Professional Services Agreement 2021-PS-02 Contract Amendment

RECOMMENDED ACTION:

Motion to approve authorization for the Public Works Director Bill Bullock to execute a contract amendment for Public Services Contract 2021-PS-02 with Widener & Associates construction support services on the Olmsted Park Structures and Site Improvements project in the amount not to exceed \$144,000.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

ISSUE:

Recommend Council move to confirm an additional funding amount of \$24,000 for a new not to exceed amount of \$144,000 for construction services to provide construction support for the Olmsted Park Structures and Site Improvements project.

Subsequent tasks will be added as contract amendments through future Council action.

On 4/7/2021 the City submitted a Community Projects Funding application through Congressman Rick Larsen's office requesting \$500,000 to support the estimated \$1,307,000 Olmsted Park Site Development Project. Other funding for the project had previously been awarded through the Resource Conservation Office LCF program for \$500,000. The Port of Skagit has provided \$400,000 for the project as well. Local funds include \$387,000 from the Fund 311 Park Impact Fee Fund, \$143,000 from Fund 401 Sewer, and \$25,000 in donated and in-kind funding.

Currently, Public Services Contract 2021-PS-02. This contract amendment would authorize an additional \$24,000 for construction support services to existing Public Services Contract 2021-PS-02.

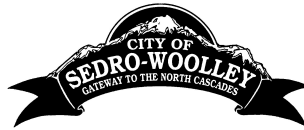
FISCAL IMPACT, IF APPROPRIATE:

This contract amendment will be for an amount not exceed \$144,000.

ATTACHMENTS:

1. 2021-PS-02 Widener AMD 6 Additional Budget
2. B-6_Project Fee Schedule for Construction Services

3. Scope of Work for Construction Services



AMENDMENT NO. 6

To the PROFESSIONAL SERVICES AGREEMENT No. **2021-PS-02**
Dated December 18, 2020
Between The City of Sedro-Woolley
And Cowling & Co. LLC, dba Widener & Associates

This Amendment revises the above contract as follows:

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed **\$144,000.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B (2021 rates), Exhibit B-1 (2022 rates), Exhibit B-2 (2023-24 rates), Exhibit B-3 (Wetland Bank Plan and Bank Credits) and Exhibit B-6 (Fee Schedule)** In the event the City elects to expand the scope of services from that set forth in **Exhibit A** and **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 8th day of November 2024

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
William Bullock
Public Works Director

CONTRACTOR:
Widener & Associates

By: _____
Jordan Widener
President

Exhibit B-6

Project Name		Supplement 2		
Client		Olmsted Park		
Location		City of Sedro-Woolley		Date
		Sedro-Woolley		10/31/2024
	Project Manager	Senior Biologist	Project Biologist	
	Hours	Hours	Hours	
NPDES Permit				
NOI	4	8	16	
SWPPP	4	16	24	
SWPPP Construction Monitoring				
Weekly CESCL Inspections	4	96	0	
Total hours	12	120	40	
Summary	Hours	Rate	Cost	
Project Manager	12	\$170.40	\$2,044.80	
Senior Biologist	120	\$132.00	\$15,840.00	
Project Biologist	40	\$84.00	\$3,360.00	
Total Labor				\$21,244.80
NOI Add In Paper				\$300.00
TOTAL ESTIMATED COST				\$21,544.80
Widener & Associates				
Cowling & Co. LLC				
1902 120th Place SE Suite 202 Everett, WA 98208				

**CITY OF SEDRO-WOOLLEY
OLMSTED PARK
CONSTRUCTION MONITORING
Scope of Work
Environmental Services**

1. NPDES Permit Coverage

Stormwater runoff from construction sites can carry muddy water, debris, and chemicals into local waterways. Sediments, chemicals, and debris can harm aquatic life and reduce water quality. Therefore, Ecology requires regulated construction sites to get coverage under the Construction Stormwater General Permit. Widener & Associates will fill out the Notice of Intent paperwork to have the project receive coverage under the state's NPDES permit. The NPDES permit requires that a Stormwater Pollution Prevention Plan (SWPPP) be prepared for a project which seeks coverage under the permit. Widener & Associates will prepare this SWPPP.

Deliverables:

- NOI application
- SWPPP

2. SWPPP Construction Monitoring

The SWPPP is a detailed plan that outlines how a construction site will manage stormwater runoff to minimize pollutant discharge. The living document describes best management practices (BMPs), which are strategies to reduce pollutants like sediment, chemicals, or debris from flowing into nearby water bodies. The SWPPP also requires a project CESCL to conduct weekly inspections and reports during soil disturbing activities. Widener & Associates will conduct weekly site inspections during construction.

Assumed construction would not extend beyond 4 months.

Deliverable(s)

- Weekly SWPPP Inspections



City Council Agenda Item

Agenda Item No.: e.12.

Date: November 26, 2024

From: Dan McIlraith, Police Chief

Subject: Out-of-State Travel - Canine Purchase

RECOMMENDED ACTION:

Motion to approve out-of-state travel in January 2025 for the canine purchase.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

John Riboni

German Shepherd Watch Dogs LLC

- Deputy Sheriff with the Los Angeles County Sheriff's Department for 13 years.
- Professional police canine trainer, currently under contract for 5 Northern California law enforcement agencies.
- Certifier for Police Officer Standards of Training (POST) police canines (for both patrol and narcotics detection).
- Dog supplier to numerous police departments in the U.S. and Canada, including the Royal Canadian Mounted Police (RCMP).
- Two-time member of the German Shepherd Dog Club of America World Championship Team, competing internationally.
- Coach and trainer for a 1st place team at the California State Police Olympics K9 Trial.
- Founding member and training director of one of the top Schutzhund clubs in the USA (Placer County Schutzhund, www.placercountyschutzhundclub.com).
- Personal coach to numerous Schutzhund dog handlers at regional, national and international levels.

In our search for a working dog supplier, we were attracted to Mr. Riboni through the personal recommendations of current and former K9 handlers from around Skagit and Whatcom Counties. These same handlers will instruct Ofc Velthuizen and are members of the local K9 trainer cadre.

Mr. Riboni handpicks the dogs to match the agency's needs. Other companies bring in a batch of dogs, and the handler must select the individual dog. With this being our first patrol dog, we would rather rely

on Mr. Riboni's trusted experience to select and guarantee the animal that will meet our needs.

Mr. Riboni guarantees the health of his dogs for a year after purchase, compared to other trainers and breeders who only guarantee them for 10–30 days.

Locally, Mr. Riboni has handpicked the last two MVPD K9s and several others for Bellingham and Whatcom Co. All dogs were successful with long careers. One exception was a dog that presented handler aggression. Riboni was contacted, the dog was returned, and the new dog was picked up with no problems. He guarantees the dog will pass our certification course. His price of \$16,000 is competitive with other quotes we've received for a green patrol dog with minimum or no training.

Other local police agencies are looking at companies as far away as Alabama and Texas. Mr. Riboni's location in central California allows us to drive back with the dogs and not have to subject the animals to a long flight without breaks. By driving, we can give the dogs breaks, feed and water, and better monitor them. This is better for the overall health of the animals and begins the bonding process with the handler immediately. No dog company in WA returned our inquiries or appears still in business. Going out of state is our only option.

SWPD and Anacortes PD K9 programs have formed a special relationship and are cooperating in the endeavor to secure quality animals. This cooperation allows the agencies to share the cost of travel and lodging. Our handlers will work together to acquire the animals and safely bring them home.

To pick up the dog, we are sending Sergeant Carroll and Ofc Velthuisen. They will be flying to Sacramento, California, staying in a hotel one night, then driving a rental vehicle back with the dogs. Estimated cost for the City of Sedro-Woolley for travel with flight, lodging, rental car and fuel is estimated at \$1000.

FISCAL IMPACT, IF APPROPRIATE:

Estimated cost of \$1,000 for out of state travel.

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.13.

Date: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Lodging Tax Grant Recommendations - Lodging Tax Advisory Committee

RECOMMENDED ACTION:

Motion to approve 2025 lodging tax grants as recommended by the Lodging Tax Advisory Committee for total awards of \$55,500.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

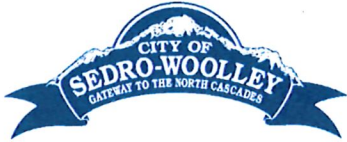
The LTAC receives all applications for lodging tax grants and recommends a list of candidates and funding levels to the City Council for a final determination. The City Council is not required to fund the full list of recommended recipients and may choose to make awards to only some or even none of the recommended recipients, but the City Council may not award funds to any recipient that is not recommended by LTAC.

RCW 67.28.1816

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 2025 Lodging Grant Recommendation
2. Lodging Tax Advisory Committee Packet Excerpt



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661

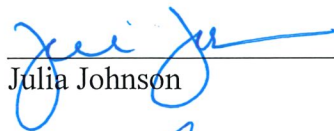
MEMO

From: Lodging Tax Advisory Committee
To: Kelly Kohnken, Finance Director / City Clerk
Date: November 21, 2024
RE: 2025 Lodging Tax Grant Recommendations

On November 21, 2024, the Lodging Tax Advisory Committee met and recommended the below lodging tax grants for calendar year 2025, totaling \$55,500.

- | | |
|---|----------|
| • Chamber of Commerce | \$20,000 |
| • Sedro-Woolley Farmers | \$3,000 |
| • Lincoln Theatre | \$2,000 |
| • Sedro-Woolley Loggerodeo | \$11,000 |
| • Northwest Crusher Fastpitch | \$4,000 |
| • Sedro-Woolley Public Works Department | \$7,000 |
| • Shakespearean Festival | \$0 |
| • Sedro-Woolley Museum | \$3,500 |
| • Skagit Valley Tulip Festival | \$5,000 |

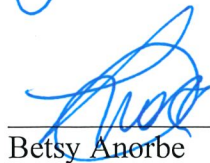
APPROVED:



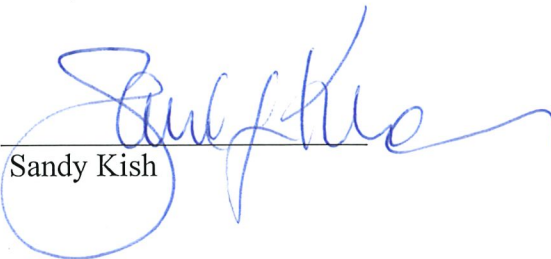
Julia Johnson



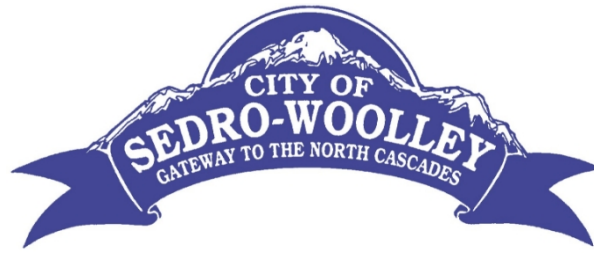
Cheryl Brue Damond Morris



Betsy Anorbe



Sandy Kish



Lodging Tax Advisory Committee Agenda Item

Agenda Item No.: d.1.

Date: November 21, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Review Lodging Tax Grant Applicants

RECOMMENDED ACTION:

Motion to approve Lodging Tax Grant Awards in the amount of \$xx,xxx.xx to the following organizations:

Chamber of Commerce: \$xx

Sedro-Woolley Farmers' Market: \$xx

Lincoln Theatre: \$xx

Sedro-Woolley Loggerodeo: \$xx

Northwest Crusher Fastpitch: \$xx

Sedro-Woolley Public Works Department: \$xx

Shakespearean Festival: \$xx

Sedro-Woolley Museum: \$xx

Skagit Valley Tulip Festival: \$xx

ISSUE:

Lodging Tax Advisory Committee will recommend lodging tax grant awards for the City Council to approve in a regular council meeting.

BACKGROUND/SUMMARY INFORMATION:

Lodging Tax Revenue

The City's goals for the use of the lodging tax funds is to attract visitors to Sedro-Woolley, both for overnight stays and day trips. Tourist visits to our city helps ensure the economic vitality of businesses and the livelihood of downtown Sedro-Woolley. The City also intends lodging tax funds to:

- Increase hotel occupancy in Sedro-Woolley by extending length and frequency of overnight stays.
- Provide visitor attractions and/or promote the area's existing attractions.
- Partner with other Sedro-Woolley organizations including government, nonprofit and for-profit enterprises.
- Attract more businesses to Sedro-Woolley to generate additional business for hotels and motels.
- Improve the City's overall image to stimulate positive customer awareness.
- Demonstrate capacity to implement a successful and sustainable event or program.

Eligible Applicants

The program is open to applications from virtually any public or private non-profit entity with the demonstrated capacity to accomplish the proposed project. This includes public and private agencies such as museums and galleries, historical societies, art groups, and chambers of commerce.

Lodging Tax Advisory Committee

RCW 67.28.1817 requires the City to have a Lodging Tax Advisory Committee (LTAC), appointed by the City Council, of:

- At least two members who are representatives of businesses required to collect tax under this chapter,
- At least two members who are involved in activities authorized to be funded by revenue received under this chapter,
- The number of representatives from the two groups must be equal and the Committee must be chaired by an elected official.

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. The City Council is not required to fund the full list of recommended recipients and may choose to make awards to only some or even none of the recommended recipients, but the City Council may not award funds to any recipient that is not recommended by LTAC.

FISCAL IMPACT, IF APPROPRIATE:

As of November 15, 2024, the City has received \$32,393 in hotel motel lodging revenue in 2024. The Finance Director projects 2024 revenue to total approximately \$40,000.

Based on the current fund balance and expected 2024 expenditures, the Finance Director estimates the ending fund balance (cash available in Fund 108 Lodging Tax as of December 31, 2024) as \$67,192.

The City typically funds lodging tax grants with prior years' revenues and cash reserves, estimated at \$67,192. The Finance Director advises leaving a reserve of at least \$10,000 in Fund 108 Lodging Tax. The Finance Director advises the committee to recommend total 2025 awards of less than \$57,192.

ATTACHMENTS:

1. Application Summary and Recommended Awards
2. History of Prior Awards
3. ChamberCommerce_\$20,000
4. FarmersMarket_\$2,500
5. LincolnTheatre_Application_\$2,000
6. Loggerodeo_Application_\$11,000
7. NW Crushers Fastpitch_Application_\$4,000
8. PublicWorksDepartment_Application_\$10,000
9. ShakespeareanFestival_Application_\$1,000
10. SWMuseum_\$3,500
11. TulipFestival_Application_\$5,000



History of Prior Awards

Organization	2020	2021	2022	2023	2024
Sedro-Woolley Loggerodeo	7,000	7,000	9,325	10,000	10,000
Sedro-Woolley Chamber of Commerce	11,500	11,500	11,325	12,000	15,000
Sedro-Woolley Farmers Market	2,250	2,250	2,250	2,250	2,500
Sedro-Woolley Museum	2,500	2,500	2,500		2,500
Sedro-Woolley Rotary	4,500	4,500		4,500	5,000
Skagit Tulip Festival	100	100	100	100	
Sedro-Woolley Riding Club	2,500	2,500	2,500	6,150	
Lincoln Theatre					500
Sedro-Woolley Public Works Department					9,000
Total	30,350	30,350	28,000	35,000	44,500



City Council Agenda Item

Agenda Item No.: f.1.

Date: November 26, 2024

From: Julia Johnson, Mayor

Subject: Director of Strategic Initiatives for North Star Monica Negrila

RECOMMENDED ACTION:

Presentation

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 2024 11 26 North Star Sedro-Woolley City Council

North Star Updates

Sedro-Woolley City Council Meeting
November 26, 2024
Monica Negrila, Director of Strategic Initiatives, Skagit County



Tonight's Goals:

- Introduce Director of Strategic Initiatives – North Star
- Summarize North Star's Current Work
- Review 2025 North Star Workplan
- Invite City Council to North Star Convening – Dec 3, 2024
- Seeking City Council's Input on Next Steps



Monica Negrila
Director of Strategic
Initiatives

What has North Star accomplished?

North Star Vision

No one in our communities has to live in their car or on the street.

Everyone can get the services they need when they need them.

Our key partners know what North Star is and want to be a part of it.

North Star Strategic Pillars

Durable Governance, Staffing, and Funding

Effective Community-Based System of Care

Stable, Safe Housing for Everyone

PILLARS

Durable Governance,
Staffing and Funding

Effective Community-
Based System of Care

Stable, Safe Housing for
Everyone

Develop enduring and
enabling governance and
operational structures

Increase capacity and
coordination of behavioral
health services

Build a pipeline of
affordable housing

Further strengthen public-
private partnership

Improve crisis outreach and
co-response management
system

Ensure pathways to housing
are faster and predictable

Improve integration of
community voice

Expand and strengthen
recovery support services

GOALS

**Durable Governance,
Staffing and Funding**

**Effective Community-
Based System of Care**

**Stable, Safe Housing for
Everyone**

Created Leadership Team, Advisory Group, Council Convenings. Advisory Group has City Council representatives.

Implemented 3 Task Force Groups: Housing, Recovery and Co-Response.

Selected Vital Conditions for Framework.

Hired staff dedicated to this initiative.

Secured over \$40. mil in new funding.

Broke Grounds on the Skagit STAR Center.

Revamped the Coordinated Entry system.

Implemented Julota, care coordination software.

Proposed Aligned Housing/Development Policies – Call To Action!

Secured funds for temporary shelter and permanent supportive housing.

Created funding criteria for workforce housing using county allocated funds.

What's next?

Durable Governance, Staffing and Funding

- Explore additional funding resources through the 2025 State Legislative Agenda and beyond.
- Enhance existing mechanisms for input and decision-making process.
- Strengthen collaboration among cities and the county by exploring a formal North Star Interlocal Agreement.
- Expand the North Star network by exploring recognized community partnership opportunities.

Effective Community- Based System of Care

- Expand crisis response services and improve collaboration across the county
- Expand and strengthen recovery supports and outreach services
- Expand data tracking and sharing among partners
- Opening of the Skagit STAR Center

Stable, Safe Housing for Everyone

- Continue to make and influence regulatory changes across jurisdictions to promote faster housing production.
- Increase the supply and diversity of housing sizes, types, and styles:
 - Developing plans for a pilot Recovery Transitional House
 - Develop plans to repurpose an existing facility into transitional housing



North Star
All Skagit Thriving

NORTH STAR CONVENING

December 3, 2024

5:00 to 8:00 PM

social & dinner | 5:00 - 5:30

meeting | 5:30 - 8:00

McIntyre Hall

2501 E. College Way
Mount Vernon

Please RSVP to
andreah@co.skagit.wa.us

Seeking City Council's Input:

- How do you see North Star benefiting your community? What do we need to do to get there?
- How can we strike the right balance between providing support to those in need and maintaining accountability?
- How can we strengthen coordination between the county and Sedro-Woolley?
- What investments will have the biggest impact by solving multiple problems at once?

Thank You!

www.northstarskagit.org

info@northstarskagit.org



City Council Agenda Item

Agenda Item No.: g.1.

Date: November 26, 2024

From: Charlie Bush, City Administrator, Frank Wagner, Fire Chief

Subject: Interlocal Agreement Update - Fire District 8

RECOMMENDED ACTION:

This item is for discussion. Motions from the Council regarding the amount to be charged to the District and the topic of CPI-U are requested since they may represent a change in direction from the City's adopted guiding principles.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley has a contract with Fire District 8 to respond to fire calls in the District. The contract expires on December 31, 2024.

City and District 8 representatives have been meeting for several months to develop a successor contract. Negotiations are down to two issues: the amount the City will charge the District and the system for how those charges will inflate from year to year. The City Council approved a set of guiding principles prior to beginning negotiations. The attachment breaks down the current status of negotiations as it relates to the City's guiding principles. Staff needs direction regarding two items highlighted in green in the attached table.

Following this discussion, the next steps are:

- November 27th, the City will send an updated draft contract back to the District.
- The District will have a special meeting the first week of December
- Thursday, December 5th is the next negotiation meeting between District and City representatives.
- If an agreement is reached, staff will prepare it for final City Council action prior to issuing the packet on Friday, December 6th. A slightly revised version may be issued as late material after District 8 legal review.
- Staff anticipate having a finalized contract on the Wednesday, December 11th, City Council agenda for action. If no agreement has been reached, a special meeting of the City Council may be necessary to consider the contract, once it is finalized. December 18th is a possible date,

since it is a Wednesday and still prior to the Holidays.

Given the tight timelines, a copy of the marked up interlocal agreement is also attached for the City Council's early review. Besides the two sections in question, the rest of the contract is unlikely to change from now until the final recommended version, assuming that the scenario in the paragraph below does not occur.

The District has stated that it will request less service if a satisfactory (to the District) agreement cannot be reached financially with the current agreed upon service terms (hours and locations served). At the projected cost per call of \$1,032, staff project that services at the level mentioned by the District (approximately 40% fewer calls covered by the City) would result in projected revenue of \$340,560.

That is prior to further discussion where staff anticipates the District would request a lower payment. If this scenario occurs, staff plan to hold at a payment of \$374,220, unless the Council provides alternative direction.

FISCAL IMPACT, IF APPROPRIATE:

There is \$567,000 and \$568,000 included as projected General Fund revenue from District 8 in the 2025 and 2026 General Fund budgets. Should a contract result in less revenue, the City will need to assess the impact on both budgets.

ATTACHMENTS:

1. District 8 Negotiations Guiding Principles vs. D8 Proposal November 26
2. City of SW_District 8 2025-2027 Draft COSW Version 11.26.24

City of Sedro-Woolley

Interlocal Agreement with Fire District 8 for Fire and EMS Services

November 26, 2024 Negotiation Update

Green = Direction Needed

Yellow = Related Item

City Guiding Principles	D8 November Proposal	Status	Plan for Next Discussion
Maintain the general terms of service of the current contract.	Same as before	Parties have tent. Agreed (TA) on changes to service area and some minor services.	No change, TA
The contract will be at least three-years.	3 years	The District revised its proposal from 2 to 3 years, TA reached.	No change, TA
It will be a volume-based contract that adjusts with the number of calls for service to the District that fall under this contract.	Fixed cost contract at \$450,000 for 2025. The District's prior offer was \$350,000 as a fixed cost. The City's volume-based estimate was \$567,000.	Open, while requesting volume-based last year, the District is now requesting a fixed amount with no annual reconciliation.	Open. Staff recommends agreeing to a fixed cost contract. If the Council agrees, staff needs direction regarding a counter amount, suggested discussion options: - Stay at \$567,000, now as a fixed cost, there is a chance the District will decline and back down to requesting less service hours - \$500,000, this amount stretches the District from their current offer but may be agreeable - Other
It will include full direct cost recovery for Sedro-Woolley, based upon an	The District is proposing backing out some of the City's direct expenses	Open, see the row above. The District is requesting a fixed-	Decisions in the row above will determine the outcome of this row.

amount determined from the fire department's budget, minus Skagit County EMS expenses, allocated on an average cost per call basis.		rate contract. For the number of calls, at an estimated \$1,032 per call, the estimated direct full-cost recovery amount remains at \$567,000.	
Automatic annual adjustments to the amount charged per call based upon the Seattle-Tacoma-Bellevue, WA Consumer Price Index (CPI-U).	Seattle-Tacoma-Bellevue CPI-U with brackets (minimum and maximum limits). This is a compromise position. This would apply to the total fixed amount agreed upon for service delivery, not to the cost per call as the contract would now be a fixed amount.	Open, under discussion.	Staff recommend countering with Seattle-Tacoma-Bellevue CPI-U with brackets at 1% and 6%. This would either apply to the cost per call or to the total fixed amount, depending upon the Council's direction on that topic (2 rows above).

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES AND JOINT OPERATION OF FACILITIES

This agreement is entered into between **SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8**, a municipal corporation of the State of Washington, hereafter referred to as “District,” and the **CITY OF SEDRO-WOLLEY**, a municipal corporation of the State of Washington hereafter referred to as “City.”

This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The District is in need of, and the City is able to provide fire prevention, suppression and medical aid services to an area within the boundaries of the District. The parties require a contract to identify rights and responsibilities and to provide for mutual assistance between the parties.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date.** This agreement shall be effective on January 1, 20~~24~~²⁵ and shall remain in effect for a period of three years, until December 31, 2027, or until either party shall give to the other party ~~twelve~~ ^{six} months written notice of termination.
2. **Emergency Response Services.** The fire and basic life support services to be rendered by ~~each party~~ under the terms of the Agreement shall be rendered on the same basis as such protection is rendered to other areas within such party’s jurisdiction, but neither party assumes liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls within or outside of a party’s jurisdiction whereby facilities of the responding party are taxed beyond its ability to render equal protection, the officers and agents of the responding party shall have discretion as to which calls shall be answered first. The responding party shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.
3. **Command Responsibility at Emergency Scene.** The Chief Officer or Senior Officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve, provided that the responding equipment and personnel shall be under the immediate supervision of the Officer in Charge of the responding apparatus. The Operational Command; however, may be relinquished to the Senior Officer of any fire department rendering assistance under the terms of this Agreement.

4. **Equipment to be Supplied by District.** The purpose of this section is to provide the City with apparatus specifically suited to calls within the District. The District agrees that during the term of this Agreement, it will furnish for the use by the City, a Tender, to be stationed at the City fire station and to be used by the City fire department personnel without restrictions under the following conditions:
 - 4.1 The City agrees that it will not take the District's vehicles outside of Skagit County without prior District notification.
 - 4.2 The District shall have the authority to utilize the vehicles for emergency incidents only, without prior notification being given to the City.
 - 4.3 The District shall have the authority to utilize the vehicles for non-emergency purposes only after prior notification has been given to the City.
5. **Use of City Equipment.** The City firefighting and aid vehicles stationed at the City fire stations shall be used by the City as reserve response units for emergency calls located within the District regardless of where used.
6. **Training Facility.** The City training facility located at 1950 Third Street may be utilized by the District and their insured personnel as part of this agreement. The District shall agree to the terms and conditions of the current 'Fire Training Facility Use Agreement'. Facility Fees will be waived as part of this agreement; however, the District will be responsible for any consumable costs. Consumable costs would include but not be limited to propane, plywood, vehicles utilized for training and their disposal. Consumable costs for joint training will be split evenly between the District and the City.
7. **Mutual Assistance.** Both parties agree to adhere to the terms of the Interlocal Agreement By and Between Skagit County Jurisdictions for Mutual Aid for Fire and Emergency Services to handle responses outside of the contracted hours covered through this agreement.
8. **Equipment Maintenance.** The District agrees that it will maintain and repair its equipment located at the City station during the term of this Agreement at its expense and that on termination of this Agreement, it will remove such equipment; provided; however, in the event any District vehicle or equipment located at the City station is destroyed or damaged as a result of the negligent action of City personnel, the City shall be responsible for the repair or replacement of such equipment or vehicles ~~and the fuel costs associated. The City will provide personnel to complete apparatus checks at all four stations of the District on a weekly basis. Apparatus checks will be documented by personnel and shared with the District Fire Chief. If Apparatus checks are not completed due to unforeseen circumstances, the City Fire Chief, or their designee, will communicate with the District Chief.~~

9. **Insurance.** Each party shall provide insurance coverage for all facilities and equipment owned or purchased by such party and used under the terms of this Agreement. Each of the parties also agrees to provide commercial general liability and auto liability insurance coverage covering the actions of personnel of such party with policy limits of at least \$34,000,000.00 and to name the other party as an additional insured on such policies.

9.1 Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval either party may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission, the party shall provide to the other party: (1) a description of its self-insured program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. The other Party, its officers, officials, employees and agents need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

10. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

11. **Personnel.**

11.1 The City shall provide trained responders to mitigate fire and medical services for dispatched calls in the District. The city will provide equipment, training and oversight of said responders

11.2 The City will handle initial primary responses in Zone 8 South 24 hours per day, 7 days a week, ~~and Zones 8N and 8E Monday through Friday from 0600-1800 hours with no specific staffing requirements. These~~ This areas are is referenced in the attached exhibit titled Fire Zone Map.

11.3 The City of Sedro-Woolley and Fire District 8 agree that all Duty Officer non-emergent calls inside District 8 boundaries will be handled by District 8 personnel twenty-four (24) hours per day seven (7) days per-week. In the event that Fire District 8 personnel are unable to respond to a dispatched call, the Sedro-Woolley Fire Department agrees to respond. ~~The Sedro-Woolley Fire Chief, or designee, and Fire District 8 Chief, will coordinate together response plans for calls classified as "non-emergent" During the first year of this agreement, Fire District 8 agrees to front load 15 non-emergent calls into the flat fee compensation agreement (\$15 calls @\$513.00~~

~~per call for a total amount of \$7,695). The City of Sedro-Woolley and Fire District 8 agree to meet by July 31st, 2022 to discuss and coordinate the amount of non-emergent calls for each department and discuss any changes in compensation for years two and three of this agreement. Non-emergent call types will remain the same as already determined by current response plans submitted to Skagit 911 by City and the District.~~

11.4 The City and the District agree that personnel from their respective departments may, at their own election, access the other party's stations and equipment for the purposes of responding to a call or backfilling a station. No compensation shall be paid from either the City or the District to one another when a firefighter volunteers to respond or backfill a station without being directed by command staff. Each party will be responsible for its own firefighter's insurance and compensation. Firefighters who elect to respond will adhere to the incident command system and will notify the officer in charge that they are on scene or standing by.

12. Compensation to City by District. The District agrees to compensate the City for services provided by the City by reimbursing the City for response to emergencies within ~~the Zone 08 south of the~~ District subject to the following limitations:

12.1 All responses provided by the City shall be funded by the District at an ~~initial annual~~ amount of ~~\$1,033 per call~~~~347,814 309,741.97~~ for ~~2022~~~~25~~, split into February, May ~~August~~ and November billings. ~~Based upon historic averages and requested service area changes by the District, the parties anticipate the initial annual amount to be \$567,912. Billing for 2025 will assume this amount for all billings. By January 15, 2026, the parties will meet to review final call numbers and to true up the actual final cost for 2025 service, as determined by the cost per call at \$1,033 for year for 2025 multiplied by the refocillated total number of calls. This may result in the City refunding the District or the District paying the City an additional amount, based upon actual call volume. The final amount of calls determined for 2025, multiplied by the cost per call for 2026, will establish the amounts to be billed for 2026, until this reconciliation process occurs again by January 15, 2027. This process will take place a final time, by January 15, 2028, for 2027. This amount includes the \$7,695 for Duty Officer non-emergent calls referenced above.~~ The District shall pay the City within forty-five days following receipt of a billing statement.

Commented [CB1]: The District has countered with a flat charge of \$450,000.

12.2 The annual ~~cost per call of \$1033, amount~~ will increase ~~or decrease~~ by ~~the September-to-September Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue. This CPI-U from September of the current year will be applied to the next year of billing. For example, the September 2024 to September 2025 CPI-U would increase the cost per call for 2026. 2-3 percent per year. The District and the City agree to meet by July 31st, 2023 to access actual costs for services and whether the increase from years two to three of the agreement should exceed 2 percent.~~

Commented [CB2]: The District countered at bracketed Seattle-Tacoma-Bellevue CPI-U but did not mention specific brackets. Both parties discussed applying October to October.

~~12.3 Emergency responses by the City to the District between the hours of 1800 and 0600, Monday through Friday and between the hours of 1800 on Friday through 0600 on Monday, shall be provided without compensation under the provisions of Section 7 of this agreement.~~

- 13. Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing, and except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time of writing.
- 14. Treatment of assets and property.** No fixed assets or personal or real property will be Jointly or cooperatively acquired, held, or disposed of pursuant to this Agreement.
- 15. No partnership or joint venture.** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer and/or other representative of the other party.
- 16. Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.
- 17. Modification.** This agreement represents the entire agreement between the parties. No change or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented, or otherwise affected by the course of dealing between the parties.
- 18. Benefits.** This agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

Dated: _____, 2024

Skagit County Fire District #8 _____ City of Sedro-Woolley

By: _____ By: _____

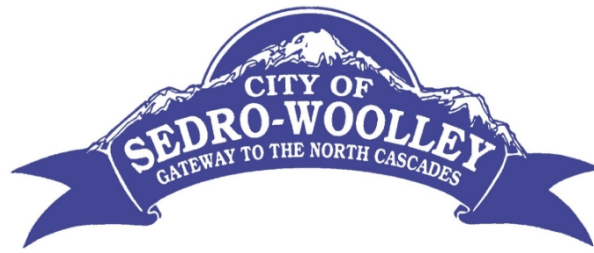
DRAFT COPY FOR REVIEW

Commissioner Mayor

By: _____ Attest: _____
Commissioner City Clerk

By: _____ Approved as to form:
Commissioner

By: _____
Commissioner City Attorney



City Council Agenda Item

Agenda Item No.: 1.1.

Date: November 26, 2024

From: Bill Bullock, Public Works Director

Subject: 2025 Solid Waste Utility Rates - Ordinance 2086-24 - 2nd Read

RECOMMENDED ACTION:

Motion to adopt Ordinance 2086-24 related to fees and charges for solid waste.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Based on council discussion at the previous meeting, Ordinance 2086-24 has been revised to reflect a 3.1% increase in solid waste utility rates, consistent with August to August Seattle-Tacoma-Bellevue CPI-U and rate increases for sewer and stormwater.

The below information was provided at the November 13, 2024, City Council meeting.

To balance the 2025 utility budgets, fund the City Council's priorities, and to meet the City's Capital Facilities Plan requirements, the City Council needs to consider the City's utility rates for Sewer, Solid Waste and Recycling, and for Storm Water enterprise utilities, effective January 1, 2025. Revenue projections for the proposed 2025-2026 budget are based on the staff recommendations in this memo.

Historically for financial modeling purposes the City of Sedro-Woolly has used an assumed revenue growth equal to the historic average change in the Consumer Price Index – Urban for Seattle/Tacoma/Bremerton (CPI). Other indexing measures, such as the Producer price index, consumer price index for clerical workers (CPI-W), ENR construction cost index, or the social security cost-of-living adjustment are also measures to consider and compare. Since the CPI-U represents over 90 percent of the total U.S. population and is based on the expenditures of all families living in urban areas it is a good measure for impacts to households of changes. However, the adopted rates have not always aligned with the model or with a change in inflation as measured by the CPI. Utility rates changes have lagged the historic inflationary trend. Additionally, the cost of construction and specialized services required for operations and capital needs, nearly always outpaces the CPI-U further compounding the gap between rising costs and revenues

The following table shows historic changes in CPI and changes in Sedro-Woolley rates.

Figure 1 (Below) - Historic changes in CPI and SW rates

TIMELINE	CPI-U	SW Adopted
Aug-20	1.60%	2.30%
Aug-21	5.20%	2.30%
Aug-22	9.00%	2.30%
Aug-23	5.40%	4.00%
Aug-24	3.10%	3.10%
Average	4.86%	2.80%
Cumulative	26.6%	14.8%

This gap between inflationary increases in cost and rates will likely result in future revenue shortfalls and creates of risk of need for large single year increases. Revenue shortfalls limit the city's ability to provide necessary services to support economic stability and growth. Large, unexpected increases in utility rates are challenging for residents and businesses to manage and are often controversial.

To avoid these risks, it is recommended that the City Enterprise utility rates, charges and fees be indexed to the CPI-U Seattle-Tacoma-Bellevue with annual changes master fee schedule made administratively while preserving Council’s legislative authority. Making this change in procedure will provide for stable and predictable rates for consumers and the City. The attached draft ordinances include language necessary to change to the Sedro-Woolley Municipal Code (SWMC). Staff recommendation is to approve the ordinances

By choosing to adopt CPI as a predictable increase for all city operated utilities the city can also chose to budget for revenues lower than CPI. For example, if CPI increase at 2.5% the budgeted revenue increase may could be set at 2.0% with the difference being added to reserves. Using this practice helps ensure that city is operating within its means and results in increased revenue for reserve funds for future large scale capital projects, thereby increasing the financial health and resiliency of the utility funds. Building a healthy reserve fund beyond minimum recommendations insulates the City from unexpected increases in costs (eg Skagit county tipping fee increases), plans for future large capital expenses, reduces future borrowing, and is seen favorably by bond rating agencies.

Reductions for low-income seniors would remain at 80% of standard rates with the change as proposed.

Solid Waste Rates for 2025.

In September 2024, Skagit county increased tipping fees for all users. Rates for cities increased by 30% in 2024 and will continue to increase annually from 2026-2028. The Skagit County contract with Waste Management, Inc., for disposal will increase by a CPI in future years and it is reasonable to assume that future increases in costs by Skagit County will also correspond with the CPI as the county seeks to minimize large single year swings.

Despite this large percentage increase, tipping fees only account for 19% of all City solid waste operations. Roughly 50% of the costs are directly related to city trucking and labor costs at current levels of service. (see attached graphic) Because the tipping fees are roughly 19% of operating costs, the direct effect of the Skagit County increase to Sedro-Woolley solid waste customers is not a 1 to 1 ratio. The 30% increase in Skagit county tipping fees equates to an increase in operating cost to the City of Sedro-Woolley of approximately \$180,000 or roughly 8% increase in revenue requirement.

It was recommended that 2025 solid waste and recycling rates be increased by both CPI (3.1%) and a

one-time market adjustment of 4.9% for a net total increase of 8% in 2025. Any additional revenue needed to balance the fund will be pulled from reserves with the assumption that in future years rate revenue is automatically adjusted for inflation by being indexed to CPI will stabilize. Alternatively, the city could choose lower market adjustments in 2025 and include a second market adjustment in 2026. This would require greater use of reserves in 2025 and result in higher rates by the end of 2026 but would have the benefit of lowering the initial customer rate increase.

Consideration of changing levels of service may have significant operational costs savings that could translate directly to a customer. For example, a model where the basic service is a 64 gallon can with every other week service, (the current basic service is a 32 gallon can with every week pickup), would significantly cut City operational costs while preserving customer service levels and simultaneously controlling costs for customers. Consideration of a change in service levels would require a full cost of service model analysis.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ord 2086-24 Ordinance Solid Waste Utility legislative redline 11212024

ORDINANCE NO. 2086-24

**AN ORDINANCE AMENDING CHAPTER 8.04 OF THE SEDRO-WOOLLEY
MUNICIPAL CODE RELATED TO SOLID WASTE UTILITY RATES AND
CHARGES**

WHEREAS, the City Council desires to ensure the financial stability and fiscal sustainability of its utilities providing essential public health and safety services to the community; and

WHEREAS, the cost of disposing of recyclables has increased with some products, such as glass, no longer accepted by recycling providers as a result changes in national recycling markets; and

WHEREAS, Skagit County increased tipping fees for garbage disposal in 2024 by 30% and will further increase tipping fees in 2026, 2027 and 2028; and

WHEREAS, the cost of labor, fuel and other operational expenses continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Tacoma-Bellevue which increased 3.1% from August of 2023 to August of 2024; and

WHEREAS, the City has established policies for reserve funds with minimum fund balances to help offset one time expenses and capital projects and not be used to fund ongoing operational expenses; and

WHEREAS, the solid waste reserve fund has fund balances greater than minimum requirements and a sufficient to offset a portion of the rate increase from Skagit county in 2025; and

WHEREAS, the City Council desires to ensure that rates and charges for services keep pace with the cost of inflation and further desires for predictability in rate changes and to avoid unpredictable large swings in rates, which can be detrimental to residents and businesses; and

WHEREAS, the City Council desires to ensure that establishing a method to administratively adjust rates to keep pace with inflation by indexing rates and charges to the Seattle-Tacoma-Bellevue Consumer Price Index- All Urban consumers (CPI-U) will help ensure financial stability for the City and minimize excessively large changes in any single year; and

WHEREAS, A public hearing was held on November 13, 2024 for this proposed rate change; and

WHEREAS, the City Council, having heard public testimony, presentations from staff and having completed deliberations, finds it is in the interests of the public health, safety and welfare to adopt rates and charges below, now therefore;

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

Section 1: SWMC 8.04.075 Collection Charges is amended to read as follows:

- A. Charges for solid waste, refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The city, at its discretion, may also reduce or eliminate service on delinquent accounts.
- B. Residential includes single-family, duplex, triplex, apartments and condominium residences. Each living unit of such residences shall be subject to the rates established in this chapter.
- C. Multifamily, apartments, cabin courts and trailer park units, etc., shall be at the applicable solid waste commercial rate plus per unit for recycling.
- D. Yard Trimmings. Yard trimmings, including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, rocks, cement or other material not generally considered regular household refuse, shall be excluded from sanitation collection services unless special arrangements are made with the solid waste department. Extra charges for such collection shall be determined by the mayor or his designee.
- E. Interest Charges. All charges for sanitation services shall be due and payable when rendered. Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate as listed in the master fee schedule adopted by resolution of the city council beginning on the first day of the month following delinquency until paid in full. In addition, a late penalty as listed in the master fee schedule adopted by resolution of the city council shall be charged for any solid waste account that is delinquent for more than sixty days.
- F. The mayor or his or her designee may charge any resident or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of solid waste collection, disposal and administration, when the foregoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.
- G. As a condition of commercial garbage service, the city may require that the financially responsible party provide a credit report, personal guaranty, security deposit, bond, written agreement, or other commercially reasonable assurances of payment. The city may terminate service for a past due commercial account upon twenty-four hours of notice to the customer mailed to the billing address.
- H. The customer shall be responsible for any damage to the container other than normal wear and tear and damage caused by the city. The cost of replacement of a damaged container shall be added to the customer's bill.
- I. Rates include a three and six-tenths percent state of Washington refuse tax.
- J. Solid waste department reserves the right to collect advance payment for container placement and up to four months of charges for rental and service charges associated with the provision of temporary service. The city utility billing department may accept satisfactory securities or surety bond in lieu of cash payment. Such payment or security may be applied toward the payment of service charges whenever the same shall become due. Solid waste department reserves the right to require additional advance payment for subsequent service that may be requested by the customer.

All solid waste and recycling rates, fees, and charges levied in 2024 shall be adjusted, and published in the master fee schedule annually on January 1 of each subsequent year, by an inflationary factor tied to the Consumer Price Index, All Urban Consumers (CPI-U), Seattle-Tacoma-Bellevue Index, unless otherwise abrogated by the City Council. The inflationary factor shall be calculated by the Finance Director in September of each year using 12 prior months of Consumer Price Index data as published by the U.S. Bureau of Labor Statistics provided that adjustments shall not be less than zero.

Section 2. Severability

The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Section 3. Effective Date

This ordinance shall be effective January 1, 2025, which is more than five (5) days after passage and publication as provided by law.

Passed and approved this 26th day of November, 2024.

Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney

Public Hearing	November 13, 2024
First Reading:	November 13, 2024
Second Reading:	November 26, 2024
Passed by the City Council:	November 26, 2024



City Council Agenda Item

Agenda Item No.: 1.2.

Date: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025-2026 Biennial Budget - Ordinance 2082-24 - 3rd Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2082-24, 2025-2026 biennial budget.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The 2025-2026 Biennial Budget is balanced as presented in Ordinance 2082-24

The City held the required three public hearings, September 25, October 9 and October 23, 2024. The 2025-2026 Biennial Budget was last presented to council on November 13, 2024. No action was taken.

FISCAL IMPACT, IF APPROPRIATE:

See attached.

ATTACHMENTS:

1. 25-26Budget_Ordinance2082-24
2. 2025-2026_BudgetSummary_wCash
3. 2025-2026_FTECount_2024.11.13
4. PreliminaryBudget_2025-2026_2024.10.31

ORDINANCE NO. 2082-24

AN ORDINANCE ADOPTING THE BIENNIAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE YEARS 2025 AND 2026, SETTING FORTH THE ESTIMATED APPROPRIATIONS.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Finance Director, a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal years ending December 31, 2025 and December 31, 2026, and a notice was published that the Sedro-Woolley City Council would meet on the 9th day of October, 2024, at the hour of 6:00 P.M., at the Sedro-Woolley City Hall, for the purpose of reviewing a budget for the years 2025 and 2026, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said years and being sufficient to meet the various needs of said City during said periods.

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

Section 1. The biennial budget for the City of Sedro-Woolley, Washington, for the years 2025 and 2026 is hereby adopted, by this reference, at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2025-2026 Biennial Budget, which is on file in the Office of the City Clerk.

Section 2. Estimated revenues and expenditures, including fund balances or working capital for each separate fund of the City of Sedro-Woolley, and the aggregate total for all such funds combined, for each year 2025 and 2026, are hereby appropriated for expenditure at the fund level as set forth below:

Section 3. The City Finance Director is directed to transmit a certified copy of the budget, hereby adopted, to the Washington State Auditor's Office, and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 5. If any section, sentence, clause or phrase of this ordinance should be held to be invalid of unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

Fund	Description	2025		2026	
		Budgeted Revenues	Budgeted Expenditures	Budgeted Revenues	Budgeted Expenditures
001	General Fund	14,470,524	14,243,253	14,671,666	14,575,428
002	Fire Reserve	272,776	-	226,819	-
003	Special Projects Fund	-	463,913	-	179,000
101	Parks & Facilities Fund	3,806,680	3,794,996	1,405,476	1,415,476
102	Cemetery Fund	244,500	244,208	193,300	197,385
103	Street Fund	1,195,483	1,188,667	1,232,490	1,226,769
104	Arterial Street Fund	4,464,624	4,141,268	2,983,068	2,606,068
105	Library Fund	440,131	440,131	440,631	440,130
106	Cemetery Endowment	1,500	52,000	1,500	-
108	Lodging Tax Fund	35,000	35,000	35,000	35,000
109	Special Investigation Fund	1,000	1,000	-	-
112	Code Enforcement Fund	-	-	-	-
114	Law Enforcement Sales	746,461	746,461	746,461	746,461
115	City Council Strategic Reserve	-	-	-	-
116	Affordable Housing	14,000	-	14,000	-
117	Housing and Related Services	275,000	-	275,000	-
118	National Opioid	5,000	22,000	5,000	7,000
189	American Rescue Plan	-	-	-	-
205	2008 G/O Bond Fund	148,000	147,321	148,000	153,779
206	G/O Bond 2008 Reserve	-	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	305,000	631,773	305,000	456,750
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	631,773	305,000	456,750
303	Building Maintenance Reserve	2,200	-	2,200	-
304	Transportation Benefit District	225,000	122,824	225,000	157,519
310	Police Mitigation Reserve Fund	12,000	-	12,000	-
311	Parks Impact Fee Reserve Fund	215,000	501,000	215,000	45,500
312	Fire Impact Fee Reserve Fund	45,000	-	45,000	-
314	Transportation Impact Fee Reserve Fund	145,000	127,187	145,000	144,000
401	Sewer Operations Fund	5,823,400	5,817,758	6,982,230	6,976,168
410	Sewer Capital Projects	813,900	748,093	885,000	1,006,863
412	Solid Waste Operations	4,222,000	3,946,290	4,575,600	4,186,923
413	Solid Waste Reserve Fund	126,000	-	126,000	-
425	Stormwater Operations	1,116,160	1,066,990	1,146,503	1,128,424
426	Stormwater Reserve Fund	-	-	-	-
501	Equipment Replacement Fund	1,875,372	562,020	2,039,520	685,214
505	Public Works Facility Fund	255,030	253,250	255,040	252,750
635	Municipal Court Trust	203,500	203,500	203,500	203,500
	Total	41,810,241	40,132,676	39,846,004	37,282,858

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 26th
DAY OF, NOVEMBER, 2024

ATTEST:

Julia Johnson, Mayor

Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



2025-2026 Biennial Budget Summary with Cash and Investments

Fund	Description	Beginning Cash	2025		2026		Biennium	Ending Cash
		2024 Estimate Ending Cash and Investments	Budgeted Revenues	Budgeted Expenditures	Budgeted Revenues	Budgeted Expenditures	2025-2026 Excess (Deficit)	2026 Estimated Ending Cash and Investment
001	General Fund	3,963,036	14,470,524	14,243,253	14,671,666	14,575,428	323,509	4,286,545
002	Fire Reserve	295,252	272,776	-	226,819	-	499,595	794,847
003	Special Projects Fund	1,188,803	-	463,913	-	179,000	(642,913)	545,890
101	Parks & Facilities Fund	94,826	3,806,680	3,794,996	1,405,476	1,415,476	1,684	96,510
102	Cemetery Fund	99,077	244,500	244,208	193,300	197,385	(3,793)	95,284
103	Street Fund	321,301	1,195,483	1,188,667	1,232,490	1,226,769	12,537	333,838
104	Arterial Street Fund	612,617	4,464,624	4,141,268	2,983,068	2,606,068	700,356	1,312,973
105	Library Fund	378,996	440,131	440,131	440,631	440,130	501	379,498
106	Cemetery Endowment Fund	55,589	1,500	52,000	1,500	-	(49,000)	6,589
108	Lodging Tax Fund	67,192	35,000	35,000	35,000	35,000	-	67,192
109	Special Investigation Fund	42,883	1,000	1,000	-	-	-	42,883
112	Code Enforcement Fund	121,987	-	-	-	-	-	121,987

Fund	Description	2024 Estimate Ending Cash and Investments	Budgeted Revenues	Budgeted Expenditures	Budgeted Revenues	Budgeted Expenditures	2025-2026 Excess (Deficit)	2026 Estimated Ending Cash and Investment
114	Law Enforcement Sales Tax	-	746,461	746,461	746,461	746,461	-	-
115	City Council Strategic Reserve	154,868	-	-	-	-	-	154,868
116	Affordable Housing	30,046	14,000	-	14,000	-	28,000	58,046
117	Housing and Related Services	638,811	275,000	-	275,000	-	550,000	1,188,811
118	National Opioid Settlement	21,448	5,000	22,000	5,000	7,000	(19,000)	2,448
189	American Rescue Plan Act	663,446	-	-	-	-	-	663,446
205	2008 G/O Bond Fund	122,992	148,000	147,321	148,000	153,779	(5,100)	117,892
206	G/O Bond 2008 Reserve Fund	150,000	-	-	-	-	-	150,000
301	1st 1/4% Real Estate Excise Tax Fund	803,885	305,000	631,773	305,000	456,750	(478,523)	325,362
302	2nd 1/4% Real Estate Excise Tax Fund	831,160	305,000	631,773	305,000	456,750	(478,523)	352,637
303	Building Maintenance Reserve	69,251	2,200	-	2,200	-	4,400	73,651
304	Transportation Benefit District	148,225	225,000	122,824	225,000	157,519	169,657	317,882
310	Police Mitigation Reserve Fund	244,625	12,000	-	12,000	-	24,000	268,625
311	Parks Impact Fee Reserve Fund	420,604	215,000	501,000	215,000	45,500	(116,500)	304,104
312	Fire Impact Fee Reserve Fund	366,734	45,000	-	45,000	-	90,000	456,734
314	Transportation Impact Fee Reserve Fund	276,280	145,000	127,187	145,000	144,000	18,813	295,093

Fund	Description	2024 Estimate Ending Cash and Investments	Budgeted Revenues	Budgeted Expenditures	Budgeted Revenues	Budgeted Expenditures	2025-2026 Excess (Deficit)	2026 Estimated Ending Cash and Investment
401	Sewer Operations Fund	5,156,798	5,823,400	5,17,758	6,982,230	6,976,168	11,704	5,168,502
410	Sewer Capital Projects Fund	2,483,978	813,900	748,093	885,000	1,006,863	(56,056)	2,427,922
412	Solid Waste Operations Fund	638,782	4,222,000	3,946,290	4,575,600	4,186,923	664,387	1,303,169
413	Solid Waste Reserve Fund	789,876	126,000	-	126,000	-	252,000	1,041,876
425	Stormwater Operations Fund	1,082,854	1,116,160	1,066,990	1,146,503	1,128,424	67,249	1,150,103
426	Stormwater Reserve Fund	10,733	-	-	-	-	-	10,733
501	Equipment Replacement Fund	1,650,921	1,875,372	562,020	2,039,520	685,214	2,667,658	4,318,579
505	Public Works Facility Fund	110,700	255,030	253,250	255,040	252,750	4,070	114,770
635	Municipal Court Trust	1,906	203,500	203,500	203,500	203,500	-	1,906
	Total	24,110,482	41,810,241	40,132,676	39,846,004	37,282,857	4,240,712	28,351,193



FTE Count for the 2025-2026 Budget

When fully staffed the City has an employee head count of 135 employees and elected officials, and 106.75 FTE. Full-time equivalent, or FTE, measures the total amount of full-time employees working at the City. It is a way of adding up the hours of full-time, part-time and various other types of employees into measurable 'full-time' units.

This amounts do not include volunteer firefighters.

New Positions: Part-Time Court Clerk, Part-Time Public Records Officer, Part-Time Police Records Clerk

Adjusted Positions: Assistant Planner from Temporary to Permanent, Custodian (removal of extra help) to Maintenance Operator I and separate Part-Time Yard Waste Attendant.

Removed elected officials from FTE count as they are not City employees.

Summary	
ALL DEPARTMENTS	
Department	FTE
Judicial	1.50
Executive	1.00
Human Resources	0.50
Finance	6.34
Info Tech	2.00
Planning and Comm Dev	2.64
Engineering	2.71
Law Enforcement	26.50
Fire / EMS	27.16
Protective Inspections	2.17
Parks	4.98
Cemetery	0.72
Street	3.07
Sewer	11.94
Solid Waste	8.21
Storm	3.31
ERR	1.25
Park Caretakers	0.75
Total FTE	106.75

Checkfigure

106.75

Full-Time
Part-Time
New Position
Adjustment
Vacant

DETAIL							
ALL CITY DEPARTMENTS - EXCLUDING PUBLIC SAFETY				PUBLIC SAFETY			
Department	Current Title	Name	Total FTE	Department	Current Title	Name	Total FTE
Non-Reps	Court Clerk	Struthers, Linda	1.00	Police	Police Chief	McIlraith, Daniel	1.00
Non-Reps	PT: Court Clerk	PROPOSED	0.50	Police	Police Lieutenant	Sorsdal, Heather	1.00
Non-Reps	City Administrator	Bush, Charles	1.00	Police	Police Sergeant	Carroll, Zachary	1.00
Finance	Accounting Technician (Payroll)	Goss, Jeanine K	1.00	Police	Police Sergeant	Eaton, Paul	1.00
Finance	Accounting Technician (Utility Billing)	Jones, Diane R	1.00	Police	Police Sergeant	Lowe, Derick	1.00
Finance	Deputy City Clerk	Mynatt, Serena R	1.00	Police	Police Sergeant	McCombs, Austin	1.00
Finance	Accounting Technician	Wolf, Trina L	1.00	Police	Police Officer	Bass, Seth	1.00
Finance	EMS Billing Clerk	Messer, Rachel A	1.00	Police	Police Officer	VACANT	1.00
Finance	Accounting Technician	Roth, Ami	0.50	Police	Police Officer	Fortuna, Ruben	1.00
Finance	PT: Public Records Officer	PROPOSED	0.50	Police	Police Officer	Foster-Lambright, Keira	1.00
Non-Reps	Finance Director	Kohnken, Kelly	1.00	Police	Police Officer	Baxin, Zihumara	1.00

Elected Officials - Not Included in FTE Count			
Department	Current Title	Name	N/A
Elected Official	Mayor	Johnson, Julia	
Elected Official	Councilmember	Loy, Kevin	
Elected Official	Councilmember	Kesti, JoEllen	
Elected Official	Councilmember	Diamond, Sarah	
Elected Official	Councilmember	Henderson, Allan	
Elected Official	Councilmember	Cocke, Paul	
Elected Official	Councilmember	Burns, Joe	
Elected Official	Councilmember	Lavacca, Nick	

Fire	Part-Time Firefighter	VACANT	0.25
Fire	Part-Time Firefighter	VACANT	0.25
Fire	Part-Time Firefighter	VACANT	0.25
Fire	Part-Time Firefighter	VACANT	0.25
Fire	Part-Time Firefighter	VACANT	0.25
Fire	Part-Time Firefighter	VACANT	0.25
Total			53.00

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001 Current Expense Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 001 General Property Taxes	1,588,392.47	969,860.43	1,758,966.00	1,684,373.00	1,821,406.00	(2025) Prior year levy \$4,886,156 + new construction \$141,808 + refund \$17,880 = \$5,046,005. General Fund portion (excluding prop 1 311.10.00.005 and fire reserve 311.10.00.002) = \$1,684,373. Does not include 1% increase. (2026) Prior levy amount \$5,046,005 + estimated new construction \$65,000 + 1% increase \$50,460 = \$5,161,465. General Fund portion (excluding Prop 1 311.10.00.005 and Fire Reserve 311.10.00.002) = \$1,821,406.
311 10 00 005 General Property Taxes - Proposition 1	0.00	633,949.22	1,149,748.00	1,172,224.00	1,218,181.00	
313 11 00 000 Retail Sales & Use Tax	1,866,648.58	1,715,754.24	1,896,000.00	2,128,370.00	2,192,220.00	(2025) 5% above 2024 projection, \$2,128,370. (2026) 3% above 2025 projections, \$2,192,220.
313 15 00 006 Sales Tax - Public Safety - City's Portion	220,081.79	202,240.14	222,000.00	250,770.00	258,290.00	(2025) 5% above 2024 projections, \$250,770. (2026) 3% above 2025 projections, \$258,290.
313 71 00 000 Criminal Justice Funding	389,051.64	331,324.79	400,000.00	387,690.00	395,440.00	(2025) 2024 projection is -0.4% above 2023 actuals. 2025 estimate is 0% above 2024, \$387,690. (2026) 2024 projection is -0.4% above 2023 actuals. 2025 estimate is 0% above 2024, \$387,690. 2026 estimate is 2% above 2025, \$395,440.
316 40 00 001 Utility Tax on Potable Water	179,826.59	147,517.56	204,000.00	227,910.00	234,750.00	(2025) 2024 projected 221,276, 4 year average . 2025 increase 0.03 to 227,914. 2026 increase 0.03 to 234,750. (2026) 2024 projected 221,276, 4 year average . 2025 increase 0.03 to 227,914. 2026 increase 0.03 to 234,750.
316 41 00 000 Utility Tax On Electricity	599,555.66	654,284.96	625,000.00	791,377.00	815,118.00	(2025) 2024 projected 753,692, 4 year average 0.132. 2025 increase 0.05 to 791,377. 2026 increase 0.03 to 815,118. (2026) 2024 projected 753,692, 4 year average 0.132. 2025 increase 0.05 to 791,377. 2026 increase 0.03 to 815,118.
316 43 00 000 Utility Tax On Natural Gas	290,538.69	272,671.47	355,700.00	386,604.00	398,202.00	(2025) 2024 projected 368,194, 4 year average 0.174. 2025 increase 0.05 to 386,604. 2026 increase 0.03 to 398,202. (2026) 2024 projected 368,194, 4 year average 0.174. 2025 increase 0.05 to 386,604. 2026 increase 0.03 to 398,202.
316 46 00 000 Utility Tax On Cable	113,685.82	101,383.29	138,630.00	156,132.00	160,816.00	(2025) 2024 projected 151584, 4 year average 0.056. 2025 increase 0.03 to 156132. 2026 increase 0.03 to 160816. (2026) 2024 projected 151,584, 4 year average 0.056. 2025 increase 0.03 to 156,132. 2026 increase 0.03 to 160,816.
316 47 00 000 Utility Tax On Telephone	38,064.39	32,864.05	48,400.00	40,659.00	40,659.00	(2025) 2024 projected 40,659, 4 year average -0.07. 2025 increase 0 to 40,659. 2026 increase 0 to 40,659. (2026) 2024 projected 40,659, 4 year average -0.07. 2025 increase 0 to 40,659. 2026 increase 0 to 40,659.
316 49 31 000 Utility Tax On Stormwater	99,077.87	77,790.50	102,135.00	103,000.00	103,000.00	

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001 Current Expense Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
316 49 35 000 Utility Tax On Sewer	479,744.70	381,722.99	481,000.00	503,070.00	518,160.00	(2025) 10.5% of Sewer Service Charges, all three should tie 343.50.00.010, 535.80.44.020, 316.49.35.000.
316 49 37 000 Utility Tax On Solid Waste	342,755.03	286,298.79	345,000.00	400,000.00	400,000.00	
316 81 00 000 Gambling Tax	44,464.44	48,115.37	52,000.00	60,460.00	62,274.00	(2025) 2024 projected 57,581, 4 year average 0.165. 2025 increase 0.05 to 60,460. 2026 increase 0.03 to 62,274. (2026) 2024 projected 57,581, 4 year average 0.165. 2025 increase 0.05 to 60,460. 2026 increase 0.03 to 62,274.
317 20 00 000 Leasehold Excise Tax	65,093.01	63,675.26	20,000.00	95,394.00	95,394.00	(2025) 2024 projected 95 394, 4 year average 1.163. 2025 increase 0 to 95 394. 2026 increase 0 to 95 394. (2026) 2024 projected 95,394, 4 year average 1.163. 2025 increase 0 to 95,394. 2026 increase 0 to 95,394.
318 11 00 000 Admissions Tax	8,115.05	6,919.20	8,200.00	10,379.00	10,379.00	(2025) 2024 projected 10,379, 4 year average 0.279. 2025 increase 0 to 10,379. 2026 increase 0 to 10,379. (2026) 2024 projected 10,379, 4 year average 0.279. 2025 increase 0 to 10,379. 2026 increase 0 to 10,379.
310 Taxes	6,325,095.73	5,926,372.26	7,806,779.00	8,398,412.00	8,724,289.00	
321 10 00 000 Speciality Business Licenses	3,680.00	1,455.00	1,580.00	2,183.00	2,183.00	(2025) 2024 projected 2,182.5, 4 year average 0.602. 2025 increase 0 to 2,183. 2026 increase 0 to 2,183. (2026) 2024 projected 2,182, 4 year average 0.602. 2025 increase 0 to 2,183. 2026 increase 0 to 2,183.
321 91 00 000 Franchise Fees	152,150.18	80,866.52	156,070.00	123,726.00	126,201.00	(2025) 2024 projected 121,299.78, 4 year average 0.033. 2025 increase 0.02 to 123,726. 2026 increase 0.02 to 126,201. (2026) 2024 projected 121,299, 4 year average 0.033. 2025 increase 0.02 to 123,726. 2026 increase 0.02 to 126,201.
321 99 00 000 General Business Licenses	51,285.80	45,337.95	54,330.00	59,827.00	61,622.00	(2025) 2024 projected 56,978, 4 year average 0.085. 2025 increase 0.05 to 59,827. 2026 increase 0.03 to 61,622. (2026) 2024 projected 56,978, 4 year average 0.085. 2025 increase 0.05 to 59,827. 2026 increase 0.03 to 61,622.
322 10 01 000 Planning Permits	11,740.00	5,200.00	11,000.00	7,416.00	7,638.00	(2025) 2024 projected 7,200, 4 year average 0.012. 2025 increase 0.03 to 7,416. 2026 increase 0.03 to 7,638. (2026) 2024 projected 7,200, 4 year average 0.012. 2025 increase 0.03 to 7,416. 2026 increase 0.03 to 7,638.
322 10 02 000 Engineering Permits	8,027.87	8,332.50	10,530.00	11,517.00	11,863.00	(2025) 2024 projected 10,969, 4 year average 0.381. 2025 increase 0.05 to 11,517. 2026 increase 0.03 to 11,863. (2026) 2024 projected 10,968, 4 year average 0.381. 2025 increase 0.05 to 11,517. 2026 increase 0.03 to 11,863.
322 10 03 000 Building Permits	208,413.25	237,188.65	200,000.00	311,622.00	351,000.00	(2025) 2024 projected 296,782, 4 year average 0.481. 2025 increase 0.05 to 311,622. 2026 increase 0.03 to 320,971.

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322 10 04 000 Fire Permits	2,341.00	6,359.00	2,470.00	8,874.00	9,140.00	(2025) 2024 projected 8,451, 4 year average 0.698. 2025 increase 0.05 to 8,874. 2026 increase 0.03 to 9,140. (2026) 2024 projected 8,451, 4 year average 0.698. 2025 increase 0.05 to 8,874. 2026 increase 0.03 to 9,140.
322 90 00 000 Gun Permits	8,205.00	7,063.00	9,850.00	9,220.00	9,497.00	(2025) 2024 projected 8,781, 4 year average 0.351. 2025 increase 0.05 to 9,220. 2026 increase 0.03 to 9,497. (2026) 2024 projected 8,781, 4 year average 0.351. 2025 increase 0.05 to 9,220. 2026 increase 0.03 to 9,497.
320 Licenses & Permits	445,843.10	391,802.62	445,830.00	534,385.00	579,144.00	
331 97 00 000 DHS - FEMA Assistance To Firefighters Grant	86,845.25	28,309.07	0.00	0.00	0.00	
332 93 40 000 GEMT Payment Program - Medicare	435,589.05	244,430.48	415,000.00	425,000.00	425,000.00	
333 11 00 001 Federal Indirect Grant From Department Of Commerce	0.00	108,223.38	50,000.00	0.00	0.00	
333 20 60 000 Traffic Safety Grant - WASPC	0.00	0.00	3,500.00	0.00	0.00	
333 97 00 522 Federal Indirect Grant From Department Of Homeland Security	1,325.80	0.00	0.00	0.00	0.00	
334 00 80 001 State Direct/Indirect Grant From Department Of Licensing - WA Fed of Animal	3,000.00	0.00	0.00	0.00	0.00	
334 01 10 001 State Direct/Indirect Grant From Criminal Justice Training Commission	18,890.33	3,800.00	0.00	5,000.00	5,000.00	
334 04 20 001 State Direct/Indirect Grant From Department Of Commerce	0.00	0.00	322,000.00	250,000.00	0.00	(2025) Comprehensive Plan, ties to expenditure 558.60.41.000.
334 04 90 000 Health Dept - Trauma Grant	554.00	766.00	1,400.00	0.00	0.00	
336 00 98 001 City Assistance	71,068.75	64,564.48	72,000.00	74,012.00	74,012.00	(2025) 2024 projected 74,011, 4 year average -0.019. 2025 increase 0 to 74,012. 2026 increase 0 to 74,012. (2026) 2024 projected 74,011, 4 year average -0.019. 2025 increase 0 to 74,012. 2026 increase 0 to 74,012.
336 06 20 000 MVET Criminal Justice-Hi Crime	0.00	0.00	16,653.00	0.00	0.00	
336 06 21 000 MVET Criminal Justice-Pop	4,553.44	4,932.65	4,720.00	5,232.00	5,389.00	(2025) 2024 projected 5,483, 4 year average 0.108 . MRSC 2025 State Shared Revenue Estimator 5,232. 2026 increase 0.03 to 5,388. (2026) 2024 projected 5,483, 4 year average 0.108 . MRSC 2025 State Shared Revenue Estimator 5,232. 2026 increase 0.03 to 5,388.

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336 06 26 000 Criminal Justice Special Pro	16,086.42	17,330.31	14,850.00	18,312.00	18,861.00	(2025) 2024 projected 19,280, 4 year average 0.103 . MRSC 2025 State Shared Revenue Estimator 18,312. 2026 increase 0.03 to 18,861. (2026) 2024 projected 19,280, 4 year average 0.103 . MRSC 2025 State Shared Revenue Estimator 18,312. 2026 increase 0.03 to 18,861
336 06 42 001 Marijuana Excise Tax	47,526.69	35,673.26	47,880.00	37,124.00	38,238.00	(2025) 2024 projected 36,042, 4 year average 0.039. 2025 increase 0.03 to 37,124. 2026 increase 0.03 to 38,238. (2026) 2024 projected 36,042, 4 year average 0.039. 2025 increase 0.03 to 37,124. 2026 increase 0.03 to 38,238.
336 06 51 000 MVET Criminal - DUI	855.82	1,256.28	2,190.00	1,000.00	1,000.00	
336 06 94 000 Liquor Excise Tax	116,779.87	89,793.56	93,267.00	85,805.00	88,379.00	(2025) 2024 projected 99,939, 4 year average 0.093 . MRSC 2025 State Shared Revenue Estimator 85,805. 2026 increase 0.03 to 88,379. (2026) 2024 projected 99,939, 4 year average 0.093 . MRSC 2025 State Shared Revenue Estimator 85,805. 2026 increase 0.03 to 88,379.
336 06 95 000 Liquor Board Profits	68,990.67	73,046.57	97,395.00	96,400.00	96,400.00	(2025) 2024 projected 73,036, 4 year average -0.05 . MRSC 2025 State Shared Revenue Estimator 96,400. 2026 increase 0 to 96,400. (2026) 2024 projected 73,36, 4 year average -0.05 . MRSC 2025 State Shared Revenue Estimator 96,00. 2026 increase 0 to 96,400.
337 26 00 000 EMS Levy Fees - Skagit County	1,276,597.92	1,095,213.25	1,318,100.00	1,625,794.00	1,690,826.00	(2025) Interlocal agreement with Skagit Co and other cities (2024-144-Agmt) outlines 2025 and 2026 levy amounts as \$1,625,794 and \$1,690,826. (2026) Interlocal agreement with Skagit Co and other cities (2024-144-Agmt) outlines 2025 and 2026 levy amounts as \$1,625,794 and \$1,690,826.
337 30 00 000 Administrative Office Of The Court	3,826.44	0.00	0.00	0.00	0.00	
330 Intergovernmental Revenues	2,152,490.45	1,767,339.29	2,458,955.00	2,623,679.00	2,443,105.00	
341 22 00 000 District/Municipal Court Civil Filings	41.21	0.00	0.00	0.00	0.00	
341 32 02 000 District/Municipal Court Records Services	1,151.52	10.44	0.00	0.00	0.00	
341 33 02 000 Reimbursement Of Warrant Costs	105.82	1,050.42	1,000.00	1,577.00	1,624.00	(2025) 2024 projected 1,501, 4 year average 3.227. 2025 increase 0.05 to 1,577. 2026 increase 0.03 to 1,624. (2026) 2024 projected 1,01, 4 year average 3.227. 2025 increase 0.05 to 1,77. 2026 increase 0.03 to 1,24.

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341 33 03 000 Administration Fee Collected	4,695.00	3,275.00	2,250.00	4,709.00	4,850.00	(2025) 2024 projected 4,485, 4 year average 1.299. 2025 increase 0.05 to 4,709. 2026 increase 0.03 to 4,850. (2026) 2024 projected 4,485, 4 year average 1.299. 2025 increase 0.05 to 4,709. 2026 increase 0.03 to 4,850.
341 70 00 000 Address Signs	1,297.16	1,910.00	2,000.00	2,111.00	2,174.00	(2025) 2024 projected 2,010, 4 year average 0.208. 2025 increase 0.05 to 2,111. 2026 increase 0.03 to 2,174. (2026) 2024 projected 2010, 4 year average 0.208. 2025 increase 0.05 to 2,111. 2026 increase 0.03 to 2,174.
341 70 00 001 Land Use Signs	375.00	225.00	250.00	338.00	338.00	(2025) 2024 projected 337, 4 year average -0.09. 2025 increase 0 to 338. 2026 increase 0 to 338. (2026) 2024 projected 337, 4 year average -0.09. 2025 increase 0 to 338. 2026 increase 0 to 338.
341 81 00 000 Copying, Postage, Envelopes	4,513.79	3,300.65	3,500.00	4,996.00	5,096.00	(2025) 2024 projected 4,897, 4 year average 0.029. 2025 increase 0.02 to 4,996. 2026 increase 0.02 to 5,096. (2026) 2024 projected 4,897, 4 year average 0.029. 2025 increase 0.02 to 4,996. 2026 increase 0.02 to 5,096.
341 94 00 000 Purchasing Services	3,259.45	2,768.72	2,000.00	3,191.00	3,287.00	(2025) 2024 projected 3,039, 4 year average 0.165. 2025 increase 0.05 to 3,191. 2026 increase 0.03 to 3,287. (2026) 2024 projected 3,039, 4 year average 0.165. 2025 increase 0.05 to 3,191. 2026 increase 0.03 to 3,287.
342 10 00 000 Law Enforcement Services	931.44	2,604.84	43,000.00	43,816.00	128,930.00	(2025) 2024 projected 3,634, 4 year average 1.05. 2025 increase 0.05 to 3,816. 2026 increase 0.03 to 3,930. Plus \$40,000 for School District portion of SRO position (\$154,187.48 x 3.33% Sept-Dec x 75% = \$38,546.87) (2026) 2024 projected 3,634, 4 year average 1.05. 2025 increase 0.05 to 3,816. 2026 increase 0.03 to 3,930. Plus SRO revenue from School District 75% = \$125,000
342 10 00 001 Dog Fees	1,001.00	1,823.00	1,500.00	2,663.00	2,743.00	(2025) 2024 projected 2,536, 4 year average 0.286. 2025 increase 0.05 to 2,663. 2026 increase 0.03 to 2,743. (2026) 2024 projected 2,536, 4 year average 0.286. 2025 increase 0.05 to 2,663. 2026 increase 0.03 to 2,743.
342 10 00 002 Breathalyzer Fees	0.00	0.00	300.00	0.00	0.00	
342 21 00 000 Fire Control Services	120.00	728.00	500.00	1,147.00	1,181.00	(2025) 2024 projected 1,092, 4 year average 2.055. 2025 increase 0.05 to 1,147. 2026 increase 0.03 to 1,181. (2026) 2024 projected 1,092, 4 year average 2.055. 2025 increase 0.05 to 1,147. 2026 increase 0.03 to 1,181.
342 21 00 001 Fire Training Center Fees	0.00	2,821.00	3,000.00	4,443.00	4,576.00	(2025) 2024 projected 4,231, 4 year average 0.37. 2025 increase 0.05 to 4,443. 2026 increase 0.03 to 4,576. (2026) 2024 projected 4,231, 4 year average 0.37. 2025 increase 0.05 to 4,443. 2026 increase 0.03 to 4,576.
342 21 00 002 Fire Protection FD#8	354,770.20	180,932.80	361,865.00	567,000.00	568,000.00	(2025) Estimate as of 9/23/2024. (2026) Estimate as of 9/23/2024.

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342 21 00 004 Fire Protection EMS	0.00	260.00	0.00	0.00	0.00	
342 21 00 005 Fire Training Hub Reimb-Skagit County	18,724.15	17,858.17	16,350.00	21,512.00	22,157.00	(2025) 2024 projected 20,487, 4 year average 0.439. 2025 increase 0.05 to 21,512. 2026 increase 0.03 to 22,157. (2026) 2024 projected 20,487, 4 year average 0.439. 2025 increase 0.05 to 21,512. 2026 increase 0.03 to 22,157.
342 21 00 006 EMS Ambulance Equalization	55,294.00	0.00	0.00	0.00	0.00	
342 30 00 000 Criminal Conviction Fees	1,553.84	1,372.22	750.00	1,846.00	1,901.00	(2025) 2024 projected 1,758., 4 year average 0.364. 2025 increase 0.05 to 1,846. 2026 increase 0.03 to 1,901. (2026) 2024 projected 1,758, 4 year average 0.364. 2025 increase 0.05 to 1,846. 2026 increase 0.03 to 1,901.
342 33 00 000 Adult Probation Charges	3,731.22	4,329.78	3,000.00	4,953.00	5,102.00	(2025) 2024 projected 4,717, 4 year average 0.14. 2025 increase 0.05 to 4,953. 2026 increase 0.03 to 5,102. (2026) 2024 projected 4,717, 4 year average 0.14. 2025 increase 0.05 to 4,953. 2026 increase 0.03 to 5,102.
342 40 02 000 Engineering Inspections	32,761.50	42,071.93	24,000.00	24,240.00	24,240.00	(2025) 2024 projected 24,240, 4 year average -0.102. 2025 increase 0 to 24,240. 2026 increase 0 to 24,240. (2026) 2024 projected 24,240, 4 year average -0.102. 2025 increase 0 to 24,240. 2026 increase 0 to 24,240.
342 40 03 000 Building Inspections	40,716.60	31,904.10	30,000.00	21,543.00	30,000.00	(2025) 2024 projected 20,517, 4 year average 0.477. 2025 increase 0.05 to 21,543. 2026 increase 0.03 to 22,189.
342 40 04 000 Fire Inspections	0.00	2,750.00	0.00	4,048.00	4,169.00	
342 50 00 000 Disaster Preparation Services	50.00	0.00	250.00	0.00	0.00	
342 60 00 000 Fire Transport Fees	806,934.56	728,384.31	825,000.00	926,114.00	953,897.00	(2025) 2024 projected 882,013, 4 year average 0.082. 2025 increase 0.05 to 926,114. 2026 increase 0.03 to 953,897. (2026) 2024 projected 882,013, 4 year average 0.082. 2025 increase 0.05 to 926,114. 2026 increase 0.03 to 953,897.
342 60 00 001 Transport Billing Fees - City Of Burlington	42,466.18	38,024.80	42,000.00	43,000.00	45,000.00	
345 83 00 001 Planning Review Fees	12,957.37	8,450.47	9,000.00	11,591.00	11,939.00	(2025) 2024 projected 11,039, 4 year average 0.331. 2025 increase 0.05 to 11,591. 2026 increase 0.03 to 11,939. (2026) 2024 projected 11,039, 4 year average 0.331. 2025 increase 0.05 to 11,591. 2026 increase 0.03 to 11,939.
345 83 00 002 Engineering Review Fees	15,701.00	16,094.98	9,000.00	11,354.00	11,581.00	(2025) 2024 projected 11,131, 4 year average 0.028. 2025 increase 0.02 to 11,354. 2026 increase 0.02 to 11,581. (2026) 2024 projected 11,131, 4 year average 0.028. 2025 increase 0.02 to 11,354. 2026 increase 0.02 to 11,581.
345 83 00 003 Building Review Fees	127,005.26	208,229.62	225,000.00	322,207.00	331,873.00	(2025) 2024 projected 306,863, 4 year average 0.782. 2025 increase 0.05 to 322,207. 2026 increase 0.03 to 331,873. (2026) 2024 projected 306,863, 4 year average 0.782. 2025 increase 0.05 to 322,207. 2026 increase 0.03 to 331,873.
345 83 00 004 Fire Review Fees	0.00	1,970.00	0.00	2,819.00	2,904.00	

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345 83 00 005 Hearing Examiner Fees	2,200.00	328.19	7,500.00	492.00	492.00	(2025) 2024 projected 492, 4 year average -0.263. 2025 increase 0 to 492. 2026 increase 0 to 492.
345 85 00 001 GMA Impact Fees (School) DO NOT USE!	292,924.00	126,268.55	125,000.00	0.00	0.00	
340 Charges For Goods & Services	1,825,281.27	1,429,746.99	1,738,015.00	2,031,710.00	2,168,054.00	
352 30 00 000 Proof Of Motor Veh Insurance	161.89	73.68	600.00	0.00	0.00	
353 10 00 000 Traffic Infraction Penalties	16,433.66	14,503.11	40,000.00	18,379.00	18,930.00	
353 70 00 000 Non-traf Infr Penalties	1,127.26	925.18	0.00	1,372.00	1,413.00	
353 70 00 003 Code Enforcement - Bldg	1,150.55	8,413.22	0.00	13,251.00	13,649.00	
355 20 00 000 Driving Under Infl Fines	6,021.93	2,276.50	6,000.00	2,903.00	2,903.00	
355 80 00 000 Other Criminal Traffic Fines	5,434.91	4,139.35	8,000.00	4,372.00	4,372.00	
356 90 00 000 Other Crim Non-traffic Fines	1,597.40	1,340.76	3,000.00	1,958.00	1,958.00	
357 33 00 000 Public Defense Cost	1,768.50	491.25	500.00	737.00	737.00	
350 Fines & Penalties	33,696.10	32,163.05	58,100.00	42,972.00	43,962.00	
361 11 00 001 Investment Interest	819,578.73	813,795.06	500,000.00	700,000.00	600,000.00	(2025) 2024 projected 899,682, 4 year average 8.137. 2025 and 2026 decrease to 700,000 and 600,000. (2026) 2024 projected 899,682, 4 year average 8.137. 2025 and 2026 decrease to 700,000 and 600,000.
361 40 00 001 Sales Interest	10,429.15	11,308.23	8,800.00	13,164.00	13,164.00	
361 40 01 001 Court/Collections Interest	62.28	2.49	1,500.00	0.00	0.00	
362 00 00 000 Short Term Rental-Other	0.00	4,174.07	0.00	4,383.00	4,514.00	
362 50 00 000 Food Bank Lease	0.00	0.00	1,500.00	1,500.00	1,500.00	
367 00 00 000 Contrib/Donation-Private	0.00	105.00	1,500.00	0.00	0.00	
367 00 00 001 Wellness	0.00	0.00	2,000.00	0.00	0.00	
367 15 00 000 AWC Wellness Grant	345.00	0.00	0.00	0.00	0.00	
369 10 00 001 Sale Of Surplus	0.00	2,425.00	3,000.00	3,819.00	3,934.00	
369 40 00 000 Other Judgments & Settlement	17,514.04	1,060.25	0.00	0.00	0.00	
369 81 00 000 Cash Adjustment-Cashier	-10.00	-23.00	0.00	0.00	0.00	
369 82 00 000 Court Overpayments	1.19	37.00	0.00	0.00	0.00	
369 91 00 000 Miscellaneous Income	53,032.75	39,186.71	0.00	8,000.00	8,000.00	(2025) Public record requests, estimate. (2026) Public record requests, estimate.
360 Interest & Other Earnings	900,953.14	872,070.81	518,300.00	730,866.00	631,112.00	
388 10 00 001 Prior Period Adjustment	0.00	24,353.66	0.00	0.00	0.00	

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380 Non Revenues	0.00	24,353.66	0.00	0.00	0.00	
395 10 00 000 Sale Of Fixed Assets	0.00	47,920.00	0.00	0.00	0.00	
390 Other Financing Sources	0.00	47,920.00	0.00	0.00	0.00	
397 00 01 115 Transfer-in City Council Strategic Reserve Fund 115	300,000.00	0.00	0.00	0.00	0.00	
397 00 01 118 Transfer In - Opioid Settlements	0.00	0.00	0.00	7,000.00	7,000.00	(2025) Skagit Cty Drug Task Force (521.20.41.045) funding if applicable. (2026) Skagit Cty Drug Task Force (521.20.41.045) funding if applicable.
397 00 02 189 Transfer In from ARPA	391,260.42	86,983.48	481,552.00	0.00	0.00	
397 00 03 000 Transfers-In - Special Projects	0.00	0.00	0.00	101,500.00	75,000.00	(2025) \$75,000 economic development 558.70.00.513, \$26,500 single audit 514.23.41.000 (2026) \$75,000 economic development 558.70.00.513
397 Interfund Transfers	691,260.42	86,983.48	481,552.00	108,500.00	82,000.00	
TOTAL REVENUES:	12,374,620.21	10,578,752.16	13,507,531.00	14,470,524.00	14,671,666.00	
511 60 49 090 ICA-Support Allocation	-28,015.80	-14,510.88	-19,347.92	-20,044.00	-24,053.00	
001 Indirect Cost Allocation	-28,015.80	-14,510.88	-19,347.92	-20,044.00	-24,053.00	
511 60 11 000 Salaries-City Council	42,300.00	35,000.00	42,000.00	42,000.00	42,000.00	
511 60 21 001 Industrial Insurance	125.37	74.19	200.00	100.00	100.00	
511 60 22 001 Social Security	3,236.78	2,678.20	4,000.00	4,000.00	4,000.00	
511 60 24 001 Unemployment	0.00	5.00	100.00	100.00	100.00	
511 60 26 050 Washington Sick Leave	101.28	0.00	100.00	100.00	100.00	
060 Legislative Services	45,763.43	37,757.39	46,400.00	46,300.00	46,300.00	
511 30 34 000 Code Book	0.00	0.00	3,500.00	0.00	0.00	
511 60 31 000 Supplies	254.02	104.36	620.00	500.00	500.00	
511 60 31 001 Legal Publications	8,665.29	5,407.87	11,000.00	8,000.00	8,000.00	
511 60 42 000 Communications	0.00	0.00	250.00	100.00	100.00	
511 60 43 000 Travel	197.38	360.67	500.00	500.00	1,000.00	
511 60 43 010 Annual Retreat	0.00	215.31	750.00	500.00	500.00	
511 60 49 000 Training	580.00	260.00	800.00	1,000.00	1,000.00	

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070	Services & Charges	9,696.69	6,348.21	17,420.00	10,600.00	11,100.00	
514 40 41 000	Election Costs	7,406.74	0.00	0.00	8,000.00	0.00	
514 90 41 000	Voter Registration Costs	21,457.08	20,760.15	8,000.00	21,500.00	21,500.00	
080	Election Services	28,863.82	20,760.15	8,000.00	29,500.00	21,500.00	
090	Capital Expenditures	0.00	0.00	0.00	0.00	0.00	
511	Legislative	56,308.14	50,354.87	52,472.08	66,356.00	54,847.00	
512 50 11 000	Salaries	74,638.24	64,062.39	77,000.00	119,000.00	126,000.00	(2025) Included approved 1.0 FT full-time court clerk and proposed 0.5 FT part-time court clerk. (2026) From 2025: Included approved 1.0 FT full-time court clerk and proposed 0.5 FT part-time court clerk.
512 50 21 001	Industrial Insurance	271.31	161.15	400.00	700.00	700.00	
512 50 22 001	Social Security	5,566.87	4,789.45	6,000.00	10,000.00	10,000.00	
512 50 23 001	Pers Retirement	7,702.55	6,000.53	8,000.00	11,000.00	12,000.00	
512 50 24 001	Unemployment	195.22	75.71	200.00	300.00	300.00	
512 50 25 001	Medical/Dental/Vision	12,857.96	8,669.59	12,000.00	12,000.00	12,000.00	
512 50 26 050	Washington Sick Leave	185.92	0.00	200.00	200.00	300.00	
050	Court Services	101,418.07	83,758.82	103,800.00	153,200.00	161,300.00	
512 50 31 000	Supplies	2,922.78	2,156.34	3,000.00	3,000.00	3,000.00	
512 50 41 000	Professional Services	12,366.25	8,616.49	21,300.00	15,000.00	15,000.00	(2025) Security Officer 5 hours per week, approximately \$1,000 per month = \$12,000. Misc = \$3,000. (2026) Security Officer 5 hours per week, approximately \$1,000 per month = \$12,000. Misc = \$3,000.
512 50 41 001	District Court Surcharge	19,003.00	18,037.00	18,100.00	13,201.00	13,861.00	(2025) Sedro-Woolley's portionate share of judicial costs included on memo from Skagit County District Court 8.06.2024 = \$13,201 for 2025. (2026) Sedro-Woolley's portionate share of judicial costs included on memo from Skagit County District Court 8.06.2024 = \$13,201 for 2025. Inflated 5% for 2026 = \$13,861.
512 50 41 010	Municipal Court Judge	47,952.00	42,990.00	50,000.00	55,000.00	58,000.00	(2025) Judge on grade 108, step 6 estimated at \$4,574.44 per month = \$54,893.28. (2026) Judge on grade 108, step 7 estimated at \$4,828.72 per month = \$57,944.64
512 50 41 020	Municipal Court Prob.	15,900.00	17,650.00	18,000.00	18,000.00	18,000.00	

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512 50 41 030 Community Court Agreement	7,800.00	5,850.00	4,200.00	7,800.00	7,800.00	
512 50 41 040 Language Interpreter	10,377.00	13,837.74	4,500.00	12,000.00	12,000.00	
512 50 42 010 Postage	1,403.17	1,133.41	1,300.00	1,300.00	1,300.00	
512 50 42 020 Telephone	643.13	779.53	700.00	700.00	700.00	
512 50 43 000 Meals/Travel	0.00	886.38	100.00	100.00	100.00	
512 50 46 000 Insurance & Bonds	1,325.40	0.00	1,000.00	1,604.00	1,764.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
512 50 48 000 Repair/Maintenance	0.00	0.00	500.00	500.00	500.00	
512 50 49 000 Tuition/Registration	0.00	200.00	300.00	300.00	300.00	
512 50 49 010 Dues/Subscriptions	250.00	1,629.00	0.00	250.00	250.00	
512 50 49 020 Jury/Witness Fees	0.00	0.00	0.00	500.00	500.00	
080 Services & Charges	119,942.73	113,765.89	123,000.00	129,255.00	133,075.00	
594 12 64 000 Office Equipment	1,735.42	0.00	500.00	500.00	500.00	
912 Capital Expenditures	1,735.42	0.00	500.00	500.00	500.00	
512 Judicial	223,096.22	197,524.71	227,300.00	282,955.00	294,875.00	
513 10 49 090 ICA-Support Allocation	-158,082.84	-109,531.53	-146,042.03	-98,077.00	-117,693.00	
001 Indirect Cost Allocation	-158,082.84	-109,531.53	-146,042.03	-98,077.00	-117,693.00	
513 10 11 000 Salaries	199,938.23	167,728.79	247,300.00	215,000.00	229,000.00	(2025) Part-Time Mayor (2026) Part-Time Mayor
513 10 21 001 Industrial Insurance	446.16	239.54	600.00	600.00	600.00	
513 10 22 001 Social Security	14,924.04	12,646.55	16,000.00	17,000.00	18,000.00	
513 10 23 001 Pers Retirement	16,519.31	13,114.79	21,000.00	17,000.00	18,000.00	
513 10 24 001 Unemployment	409.63	163.84	500.00	500.00	500.00	
513 10 25 001 Medical/Dental/Vision	18,862.07	16,219.21	20,000.00	21,000.00	22,000.00	
513 10 26 050 Washington Sick Leave	467.15	0.00	400.00	400.00	100.00	
513 10 28 000 Employee Wellness	162.70	0.00	180.00	500.00	500.00	
010 Executive Office	251,729.29	210,112.72	305,980.00	272,000.00	288,700.00	
513 10 31 000 Supplies	95.11	1,142.39	500.00	500.00	500.00	
513 10 41 000 Professional Services-Other	0.00	200.00	13,900.00	3,000.00	3,000.00	
513 10 41 001 Professional Services-HR	14,717.78	0.00	2,500.00	0.00	0.00	
513 10 42 000 Communication	3,900.00	0.00	15,000.00	0.00	0.00	
513 10 42 020 Telephone	2,967.21	2,331.93	3,000.00	3,000.00	3,000.00	
513 10 43 000 Meals/Travel	1,921.68	1,671.66	2,175.00	2,500.00	2,500.00	

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513 10 49 000	Tuition/Registration	1,098.00	2,213.00	1,500.00	2,500.00	2,500.00	
513 10 49 010	Dues & Subscriptions	1,401.00	3,054.00	2,020.00	3,000.00	3,000.00	
558 70 00 513	Economic Development	8,689.14	81,800.25	283,784.00	75,000.00	75,000.00	
558 70 41 001	EDASC - Economic Development Alliance of Skagit County	3,930.14	0.00	0.00	0.00	0.00	
591 90 70 513	Leases + Subscription IT (SBITA) - Executive Dept.	0.00	0.00	0.00	17,000.00	18,000.00	
030	Services & Charges	38,720.06	92,413.23	324,379.00	106,500.00	107,500.00	
513	Executive	132,366.51	192,994.42	484,316.97	280,423.00	278,507.00	
514 23 49 090	ICA-Support Allocation	-333,150.84	-351,811.53	-469,082.04	-351,024.00	-421,228.70	
001	Indirect Cost Allocation	-333,150.84	-351,811.53	-469,082.04	-351,024.00	-421,228.70	
514 23 11 000	Salaries	453,263.52	411,440.06	496,000.00	568,000.00	615,000.00	(2025) Includes 0.5 FTE for Public Records Officers. (2026) From 2025: Includes 0.5 FTE for Public Records Officers.
514 23 12 000	Extra Help	5,753.51	0.00	0.00	0.00	0.00	
514 23 13 000	Overtime	8,543.45	265.09	4,000.00	4,000.00	4,000.00	
514 23 21 001	Industrial Insurance	1,673.40	952.99	2,000.00	3,000.00	3,000.00	
514 23 22 001	Social Security	33,716.47	30,087.64	39,000.00	44,000.00	48,000.00	
514 23 23 001	PERS Retirement	47,698.02	37,162.25	52,000.00	53,000.00	57,000.00	
514 23 24 001	Unemployment	1,261.28	476.76	1,000.00	2,000.00	2,000.00	
514 23 25 001	Medical//Dental/Vision	71,609.95	61,821.46	82,000.00	79,000.00	82,000.00	
514 23 26 050	Washington Sick Leave	1,209.73	0.00	800.00	1,000.00	1,000.00	
514 23 28 000	Employee Wellness	0.00	150.00	0.00	0.00	0.00	
020	Financial Services	624,729.33	542,356.25	676,800.00	754,000.00	812,000.00	
514 23 31 000	Supplies	5,315.70	11,536.58	11,600.00	12,000.00	12,000.00	
514 23 41 000	State Auditing	39,711.54	57,460.90	54,000.00	46,500.00	66,500.00	(2025) One year financial statement and federal compliance for 2024. Totaling \$46,500.00 (2026) One year financial statement and federal compliance for 2025. Totaling \$46,500.00. Two year accountability 20,000. Totaling \$66,500.00.
514 23 41 010	Bank Fees	18,816.98	19,731.72	12,000.00	19,000.00	19,000.00	
514 23 41 011	Professional Services	37,207.96	11,497.12	32,000.00	6,720.00	720.00	(2025) Carole Knipper GEMT training and review. A-1 Shedding: \$60/month (2026) A-1 Shedding: \$60/month
514 23 41 013	Licensing Fees	0.00	64.00	5,100.00	500.00	500.00	
514 23 42 010	Postage	1,765.79	1,373.04	2,000.00	2,000.00	2,000.00	

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514 23 42 020 Telephone	2,059.18	1,796.31	2,100.00	2,100.00	2,100.00	
514 23 43 000 Meals/Travel	2,832.91	3,728.72	5,000.00	5,000.00	5,000.00	
514 23 45 000 Operating Rentals/Leases	4,365.15	4,293.90	1,900.00	4,500.00	4,500.00	(2025) Ricoh lease, toner and ink. Pitney Bowes postage lease. (2026) Ricoh lease, toner and ink. Pitney Bowes postage lease.
514 23 46 000 Insurance & Bonds	18,459.53	9,449.26	8,500.00	20,000.00	20,000.00	(2025) 10% above 2024 \$12,006. Plus deductibles and other claims. (2026) 10% above 2025 estimate plus deductibles.
514 23 49 000 Miscellaneous	66,398.32	4,487.82	600.00	1,000.00	1,000.00	
514 23 49 010 Misc-Dues/Subscriptions	1,736.58	123.66	530.00	500.00	500.00	
514 23 49 030 Misc-Tuition/Registration	1,132.00	2,982.00	5,600.00	5,000.00	5,000.00	
514 23 49 040 AWC Dues	11,651.00	12,193.00	12,200.00	13,000.00	13,000.00	(2025) AWC + AWC - Drug & Alcohol Consortium (2026) AWC + AWC - Drug & Alcohol Consortium
514 23 49 080 Leasehold Excise Tax	413.70	413.70	0.00	0.00	0.00	
591 23 70 001 Lease + Subscription IT (SBITA) - Finance Dept.	15,590.67	10,571.61	0.00	26,430.00	27,500.00	(2025) Springbrook: Estimate \$32,410.61, Funds 001-314 account for 66%, totaling \$21,392.10. CivicClerk: \$5,035.80 (2026) Springbrook: Estimate \$34,031.14, Funds 001-314 account for 66%, totaling \$22,462. CivicClerk: \$5,035.80
030 Records Services	227,457.01	151,703.34	153,130.00	164,250.00	179,320.00	
514 23 31 001 Supplies - EMS Billing	96.10	170.89	600.00	300.00	300.00	
514 23 41 014 Licensing - EMS Billing	688.00	0.00	500.00	500.00	500.00	
514 23 43 001 Meals/Travel - EMS Billing	2,983.62	-756.30	1,100.00	1,100.00	1,100.00	
514 23 49 001 Miscellaneous - EMS Billing	0.00	535.10	2,500.00	500.00	500.00	
514 23 49 031 Misc-Tuition/Registration EMS Billing	2,195.00	-1,945.00	1,400.00	1,400.00	1,400.00	
031 Services & Charges - EMS Billing	5,962.72	-1,995.31	6,100.00	3,800.00	3,800.00	
914 Capital Expenditure	0.00	0.00	0.00	0.00	0.00	
514 Financial, Recording & Elections	524,998.22	340,252.75	366,947.96	571,026.00	573,891.30	
515 31 49 090 ICA-Support Allocation	-56,883.12	-70,377.12	-93,836.10	-60,574.00	-72,689.00	
001 Indirect Cost Allocation	-56,883.12	-70,377.12	-93,836.10	-60,574.00	-72,689.00	
515 31 21 001 Industrial Insurance	2.45	0.00	0.00	0.00	0.00	

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030 Legal Services-Internal	2.45	0.00	0.00	0.00	0.00	
515 31 31 000 Office Supplies	0.00	199.00	0.00	0.00	0.00	
515 31 42 001 Telephone	428.74	358.97	500.00	0.00	0.00	
515 31 46 000 Insurance	2,420.45	0.00	1,500.00	2,929.00	3,222.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
040 Services & Charges-Internal	2,849.19	557.97	2,000.00	2,929.00	3,222.00	
515 41 41 000 Ext Legal-City Attorney	145,574.62	123,670.90	125,000.00	140,000.00	145,000.00	
515 41 41 001 Ext Legal-Prosecutor	105,933.00	79,560.00	106,080.00	115,200.00	126,000.00	
515 45 41 000 Legal - Litigation	41,795.99	24,634.38	15,000.00	23,000.00	25,000.00	
041 Legal Services-External	293,303.61	227,865.28	246,080.00	278,200.00	296,000.00	
515 93 41 000 Indigent Defender	99,481.60	79,488.98	95,000.00	220,000.00	330,000.00	
515 93 41 001 Indigent Defense Conflict Council	7,895.25	4,913.00	2,000.00	5,000.00	5,000.00	
515 93 41 002 Indigent Defense Investigator	0.00	0.00	0.00	250.00	250.00	
515 93 41 003 Indigent Defense Translator	70.00	1,074.58	0.00	500.00	500.00	
045 Indigent Defense Program	107,446.85	85,476.56	97,000.00	225,750.00	335,750.00	
523 20 21 001 Industrial Insurance	22.83	0.00	0.00	0.00	0.00	
050 City Work Program	22.83	0.00	0.00	0.00	0.00	
055 Work Program Supplies	0.00	0.00	0.00	0.00	0.00	
070 Crime Victim And Witness Program (RC	0.00	0.00	0.00	0.00	0.00	
515 Legal Services	346,741.81	243,522.69	251,243.90	446,305.00	562,283.00	
521 10 41 000 Professional Services - Civil Service	1,330.52	0.00	0.00	0.00	0.00	
010 Civil Service	1,330.52	0.00	0.00	0.00	0.00	
518 10 11 000 Salaries	0.00	17,590.80	0.00	48,000.00	51,000.00	(2025) HR Analyst at 0.5 FTE. (2026) HR Analysis 0.5 FTE.
518 10 21 000 Industrial Insurance	0.00	0.00	0.00	200.00	200.00	
518 10 22 001 Social Security + Medicare	0.00	1,338.04	0.00	4,000.00	4,000.00	
518 10 23 001 PERS Retirement	0.00	1,282.81	0.00	5,000.00	5,000.00	
518 10 24 001 Unemployment	0.00	0.00	0.00	100.00	200.00	

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518 10 26 050 Washington Sick Leave	0.00	0.00	0.00	100.00	100.00	
518 10 27 000 Publication	0.00	592.20	0.00	0.00	0.00	
518 10 31 010 Supplies	0.00	0.00	0.00	800.00	500.00	
518 10 41 000 Professional Services	0.00	0.00	0.00	5,000.00	5,000.00	
518 10 42 001 Telephone	0.00	0.00	0.00	1,500.00	1,500.00	
518 10 42 010 Communication	0.00	0.00	0.00	2,500.00	2,500.00	
518 10 43 000 Meals/Travel	0.00	0.00	0.00	3,000.00	3,000.00	
518 10 49 000 Tuition/Registration	0.00	0.00	0.00	3,000.00	3,000.00	
518 10 49 010 Dues/Subscriptions	0.00	0.00	0.00	2,500.00	2,500.00	
020 Human Resources	0.00	20,803.85	0.00	75,700.00	78,500.00	
517 90 43 001 Employee Recognition	9,411.91	1,360.58	3,500.00	4,000.00	4,000.00	
517 90 43 002 Employee Wellness (lunch & Learn)	956.58	1,734.01	2,000.00	2,000.00	2,000.00	
517 90 49 001 Employee Wellness (educ)	221.49	1,000.00	1,000.00	1,000.00	1,000.00	
517 90 49 003 Employee Wellness (supplies)	434.71	13.03	1,000.00	1,000.00	1,000.00	
517 95 41 001 Employee Training Programs	19,455.13	9,039.86	11,000.00	0.00	0.00	
517 95 41 002 Wellness Coordinator Stipend	0.00	0.00	2,400.00	2,400.00	2,400.00	
090 Employee Program	30,479.82	13,147.48	20,900.00	10,400.00	10,400.00	
516 Human Resources and Civil Service	31,810.34	33,951.33	20,900.00	86,100.00	88,900.00	
518 80 49 090 ICA-Support Allocation	-67,526.04	-59,564.61	-79,419.51	-105,796.00	-126,955.00	
001 Indirect Cost Allocation	-67,526.04	-59,564.61	-79,419.51	-105,796.00	-126,955.00	
518 80 11 000 Salaries	199,619.01	181,399.42	236,000.00	218,000.00	234,000.00	
518 80 20 001 HRA - VEBA for HDHP	0.00	3,100.00	0.00	4,000.00	4,000.00	
518 80 21 001 Industrial Insurance	531.97	326.50	600.00	700.00	700.00	
518 80 22 001 Social Security	14,829.08	13,244.44	19,000.00	17,000.00	18,000.00	
518 80 23 001 Pers Retirement	20,177.09	16,102.85	25,000.00	20,000.00	22,000.00	
518 80 24 001 Unemployment	509.86	225.77	500.00	500.00	500.00	
518 80 25 001 Medical/Dental/Vision	22,794.47	16,168.08	21,000.00	20,000.00	20,000.00	
518 80 26 050 Washington Sick Leave	279.42	0.00	400.00	400.00	400.00	
518 80 28 001 Employee Wellness	85.47	117.47	1,100.00	0.00	0.00	
010 IT Services	258,826.37	230,684.53	303,600.00	280,600.00	299,600.00	
518 80 31 000 Office/Operating Supplies	26.60	1,557.35	1,000.00	1,000.00	1,000.00	(2025) \$1000 - furniture, supplies

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518 80 31 001	Repair & Maintenance Sup	0.00	1,959.63	1,000.00	1,500.00	1,500.00	(2025) \$1500 - repairs for equipment, battery replacements
518 80 35 000	Small Tools/Minor Equip	1,126.46	3,145.00	6,000.00	6,000.00	3,000.00	(2025) \$1000 - department tools (2026) \$1000 - Battery backups for equipment
518 80 41 000	Professional Services	15,326.97	2,882.57	38,000.00	28,000.00	3,000.00	(2025) \$5000 - For contacting support vendors (Tritect for phone system) \$21,000 - Phone system upgrade(?) (2026) \$3000 - Support calls (TriTec) Removed - \$35,000 - New Security Camera Solution
518 80 42 010	Postage	0.00	0.00	100.00	100.00	100.00	
518 80 42 020	Telephone	2,195.06	1,028.95	3,000.00	3,000.00	3,000.00	
518 80 42 021	Internet Services	7,652.40	5,780.69	9,000.00	9,000.00	10,000.00	(2025) \$3000 - for the Ziply fiber internet services \$6000 - for the Comcast internet service
518 80 43 000	Travel/Meals	1,008.69	0.00	1,200.00	1,200.00	1,200.00	
518 80 49 000	Software Maint & Support	50,956.03	39,430.53	37,300.00	0.00	0.00	(2025) This has been moved to 591.80.70.517 (2026) This has been moved to 591.80.70.517
518 80 49 010	Tuition/Registration	576.00	0.00	2,000.00	9,500.00	2,500.00	(2025) For conference registration, Certifications reimbursements. \$7,000 - High Performing Organization training
591 80 70 517	Leases + Subscription IT (SBITA) - IT Dept.	35,115.01	87,283.65	0.00	87,000.00	100,000.00	(2025) \$80,000 - Estimate for all subscription current subscriptions IT users/covers (current estimated cost \$77,722.15) \$7,000 - to cover new software solutions (password manager, etc) (2026) \$82,000 - to cover current and future added subscription. \$5,000 - to cover any additional licenses or new software subscriptions \$13,000 - ConnectWise RMM Renewal
020	Services & Charges	113,983.22	143,068.37	98,600.00	146,300.00	125,300.00	
594 18 64 001	Network Hardware	8,257.90	61,455.79	15,000.00	51,000.00	30,000.00	(2025) \$36,000 - new workstation (Windows 10 EOL 10/2025) \$12,000 - network switches (2026) \$25,000 - for new equipment (desktop, laptops, docking stations, monitors) \$5,000 - for networking equipment (patch cables, panels, tools)
900	Capital Expenditures	8,257.90	61,455.79	15,000.00	51,000.00	30,000.00	
517	Information Technology Services	313,541.45	375,644.08	337,780.49	372,104.00	327,945.00	

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518 20 49 090 ICA-Support Services	-11,580.59	-9,330.12	-12,440.11	-7,125.00	-8,550.00	
001 Indirect Cost Allocation	-11,580.59	-9,330.12	-12,440.11	-7,125.00	-8,550.00	
010 Personnel Services	0.00	0.00	0.00	0.00	0.00	
518 80 46 000 Insurance	3,396.57	0.00	0.00	4,113.00	4,525.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
020 Property Management Services	3,396.57	0.00	0.00	4,113.00	4,525.00	
518 20 31 000 Operating Supplies	0.00	0.00	180.00	0.00	0.00	
518 20 32 000 Auto Fuel	1,751.50	1,275.33	2,560.00	2,500.00	2,500.00	
518 20 48 000 Repair & Maintenance	2,089.94	8,086.88	2,805.00	3,000.00	3,000.00	
518 20 49 010 Misc - Judgement & Damages	0.00	0.00	500.00	0.00	0.00	
518 30 48 001 M&O Fund 501	2,075.04	974.64	4,300.00	4,515.00	4,741.00	
090 Centralized Services	5,916.48	10,336.85	10,345.00	10,015.00	10,241.00	
597 00 11 001 Equipment Replacement Fund 501	14,000.04	22,167.18	29,556.29	32,512.00	35,764.00	
950 Transfers	14,000.04	22,167.18	29,556.29	32,512.00	35,764.00	
518 Centralized Services	11,732.50	23,173.91	27,461.18	39,515.00	41,980.00	
591 60 70 519 Leases + Subscription IT (SBITA) - Plan + Dev. Dept.	3,407.45	1,928.62	0.00	3,500.00	3,800.00	
558 60 11 000 Salaries	128,337.78	148,609.80	234,000.00	275,000.00	293,000.00	
558 60 13 000 Overtime	0.00	0.00	1,000.00	1,000.00	1,000.00	
558 60 20 001 HRA - VEBA for HDHP	2,167.84	2,325.00	0.00	3,000.00	3,000.00	
558 60 21 001 Industrial Insurance	440.70	230.70	600.00	1,000.00	1,000.00	
558 60 22 001 Social Security	9,548.70	10,974.70	18,000.00	22,000.00	23,000.00	
558 60 23 001 PERS Retirement	12,071.05	13,573.67	25,000.00	26,000.00	27,000.00	
558 60 24 001 Unemployment	405.92	85.47	400.00	600.00	600.00	
558 60 25 001 Medical/Dental/Vision	11,568.59	16,849.13	31,000.00	44,000.00	45,000.00	
558 60 26 050 Washington Sick Leave	356.23	0.00	500.00	500.00	500.00	
558 60 28 000 Employee Wellness	975.00	675.00	360.00	0.00	0.00	
010 Planning Services	165,871.81	193,323.47	310,860.00	373,100.00	394,100.00	
518 65 40 001 Impact Fee Distribution (schools)	292,924.00	126,268.55	125,000.00	0.00	0.00	

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558 60 31 000 Supplies/Books	1,375.07	5,707.65	3,900.00	4,000.00	3,000.00	(2025) Includes purchase of meeting room projector and screen, and laptop.
558 60 41 000 Professional Services	54,398.70	151,676.19	325,000.00	250,000.00	0.00	(2025) Completion of the Comprehensive Plan Update - mostly grant funded. Ties to revenue 334.04.20.001. (2026) \$100,000 start permit fees review study. Not currently in budget, would like to add back with a potential revenue source.
558 60 41 001 Professional Svcs-Reimb	-4,729.12	8,061.53	7,500.00	10,000.00	12,000.00	
558 60 41 010 Advertising	2,014.96	4,239.61	1,700.00	4,000.00	4,000.00	
558 60 41 011 Advertising Reimbuseable	4,443.88	6,042.04	4,000.00	8,500.00	5,000.00	
558 60 41 050 SCOG	6,326.62	15,132.85	11,400.00	11,775.00	12,000.00	(2025) \$11,775 from SCOG 2025 GMA Steering Committee Work Program and Budget letter dated Sept 24, 2024.
558 60 42 010 Postage	650.50	362.18	1,100.00	1,000.00	1,000.00	
558 60 42 020 Telephone	1,499.64	784.34	1,400.00	1,200.00	1,200.00	
558 60 43 000 Travel	6,792.73	970.72	5,000.00	3,000.00	3,500.00	
558 60 46 000 Insurance	2,861.61	0.00	1,700.00	3,463.00	3,809.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
558 60 48 000 Repairs & Maintenance	1,510.34	0.00	500.00	500.00	500.00	
558 60 49 000 Printing	1,352.11	0.00	500.00	500.00	500.00	
558 60 49 001 Miscellaneous - Skagit Motel Abatement	11,727.31	3,103.84	0.00	0.00	0.00	
558 60 49 010 Dues/Subscript/Membership	555.21	1,229.63	1,400.00	1,400.00	1,400.00	
558 60 49 020 Filing/Recording Fees	0.00	427.46	500.00	300.00	400.00	
558 60 49 030 Tuition/Registration	1,317.55	1,890.00	2,500.00	3,750.00	2,000.00	(2025) Incl. Leading Edge Course, University of Kansas, Tuition = \$3,750
558 60 49 041 Miscellaneous - Planning And Economic Development	0.00	203.32	0.00	0.00	0.00	
030 Services & Charges	385,021.11	326,099.91	493,100.00	303,388.00	50,309.00	
558 70 41 000 EDASC	3,750.00	5,625.00	0.00	0.00	0.00	
558 70 41 010 Professional Services	0.00	0.00	500.00	500.00	600.00	
070 Economic Development	3,750.00	5,625.00	500.00	500.00	600.00	
594 58 64 000 Office Equipment	597.66	558.92	2,000.00	600.00	600.00	
900 Capital Expenditures	597.66	558.92	2,000.00	600.00	600.00	
519 Planning & Community Development Servi	558,648.03	527,535.92	806,460.00	681,088.00	449,409.00	
595 10 49 090 ICA-Support Allocation	-185,196.36	-160,198.20	-213,597.57	-57,475.00	-68,970.00	

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001	Indirect Cost Allocation	-185,196.36	-160,198.20	-213,597.57	-57,475.00	-68,970.00	
595 10 11 000	Salaries	255,269.31	257,192.23	328,000.00	293,000.00	310,000.00	
595 10 21 001	Industrial Insurance	3,488.47	2,326.69	4,000.00	6,000.00	6,000.00	
595 10 22 001	Social Security	18,946.54	18,274.24	26,000.00	23,000.00	24,000.00	
595 10 23 001	PERS Retirement	26,470.55	20,687.40	34,000.00	27,000.00	29,000.00	
595 10 24 001	Unemployment	672.44	266.37	700.00	600.00	700.00	
595 10 25 001	Medical/Dental/Vision	51,499.54	47,327.41	53,000.00	67,000.00	69,000.00	
595 10 26 000	Employee Wellness	525.00	0.00	500.00	500.00	0.00	
595 10 26 050	Washington Sick Leave	640.29	0.00	600.00	0.00	600.00	
020	Engineering Services	357,512.14	346,074.34	446,800.00	417,100.00	439,300.00	
591 10 70 520	Leases + Subscription IT (SBITA) - Eng Dept.	4,134.95	2,699.72	0.00	8,000.00	8,000.00	(2025) Ricoh Lease Plotter Kelly Create ESRI software AutoCAD software Microsoft Office (2026) Ricoh Lease Plotter Kelly Create ESRI software AutoCAD software Microsoft Office
595 10 31 000	Supplies	3,373.18	1,751.15	1,000.00	2,000.00	2,000.00	(2025) Increase to \$2,000 to more closely match prior year expenses.
595 10 31 001	Address & Street Signs-Reimb	692.10	2,808.83	1,000.00	1,000.00	1,000.00	(2025) Same as 2024
595 10 41 000	Professional Services	20,014.95	6,634.54	30,000.00	25,000.00	20,000.00	(2025) Contract with TSI likely to increase due to Comp Plan related efforts.
595 10 41 010	Advertising	175.00	50.00	500.00	500.00	500.00	(2025) No change
595 10 42 000	Postage	345.62	253.46	1,000.00	1,000.00	1,000.00	(2025) No Change
595 10 42 020	Telephone	750.32	645.67	700.00	700.00	750.00	(2025) No Change (2026) 2% Increase over 2 years
595 10 42 025	Cell Phones	2,108.73	2,042.92	2,000.00	2,000.00	2,000.00	
595 10 43 000	Travel	390.20	90.39	1,500.00	8,500.00	1,500.00	(2025) Est 2 Conferences Leading Edge - \$7,000
595 10 46 000	Insurance	5,116.49	0.00	4,000.00	6,191.00	6,811.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
595 10 48 000	Repair & Maintenance	1,442.43	1,586.68	3,000.00	2,000.00	2,500.00	(2025) No Change - Possible plotter upgrade
595 10 48 520	M&O Fund 501	0.00	0.00	1,200.00	1,200.00	1,200.00	(2025) No Change
595 10 49 000	Dues/Memberships	1,162.40	1,673.87	2,000.00	2,000.00	2,000.00	(2025) No Change
595 10 49 010	Tuition/Registration	56.05	212.10	500.00	1,000.00	500.00	(2025) Est 2 Conferences

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595 10 49 011 Safety Meetings	0.00	32.94	250.00	250.00	250.00	(2025) No Change
595 10 49 020 Software Licenses/Support	6,378.45	5,579.25	7,500.00	2,000.00	2,000.00	(2025) Shifted leases and software costs to 591.10.70.520 AutoCAD ESRI (GIS) Microsoft Office Rioch Printer lease
040 Services & Charges	46,140.87	26,061.52	56,150.00	63,341.00	52,011.00	
594 32 64 000 Office Equipment	457.55	2,530.81	500.00	10,500.00	500.00	(2025) Add \$10,000 for new Trimble/Topcon survey equipment.
900 Capital Expenditures	457.55	2,530.81	500.00	10,500.00	500.00	
520 Engineering	218,914.20	214,468.47	289,852.43	433,466.00	422,841.00	
521 10 11 000 Salaries	357,306.56	287,476.10	345,000.00	400,000.00	428,000.00	(2025) Additional 0.5 FTE for part-time police records clerk. (2026) From 2025: Additional 0.5 FTE for part-time police records clerk.
521 10 13 000 Overtime	2,304.50	870.59	4,000.00	4,000.00	4,000.00	(2025) Remain Same
521 10 21 001 Industrial Insurance	3,953.35	2,748.20	5,000.00	7,000.00	7,000.00	
521 10 22 001 Social Security	26,614.61	21,448.73	27,000.00	31,000.00	34,000.00	
521 10 23 001 Pers Retirement	34,277.98	26,000.17	36,000.00	37,000.00	40,000.00	
521 10 24 001 Unemployment	948.09	338.31	700.00	900.00	900.00	
521 10 25 001 Medical/Dental/Vision	73,168.37	70,451.06	84,000.00	90,000.00	93,000.00	
521 10 26 050 Washington Sick Leave	922.59	0.00	600.00	700.00	700.00	
010 Administration	499,496.05	409,333.16	502,300.00	570,600.00	607,600.00	
521 10 48 000 Repair/Maintenance-Equip	2,291.46	0.00	0.00	3,000.00	1,000.00	(2025) Radar Calibrations 2 year cycle on existing units. (2026) In case some Radars need additional calibration or repair.
521 10 48 001 Code Enforcement Misc	2,186.88	4,287.50	0.00	4,500.00	4,000.00	(2025) Based on what was listed as expenditures
015 Admin Services & Charges	4,478.34	4,287.50	0.00	7,500.00	5,000.00	
521 20 11 000 Salaries	2,048,202.06	1,752,997.82	2,334,000.00	2,514,000.00	2,655,000.00	
521 20 12 000 Reserves/Extra Help	0.00	0.00	57,000.00	5,000.00	5,000.00	(2025) Would like to have a little here for potential qualified reserve applicant.

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521 20 13 000 Overtime	105,902.81	124,471.61	70,000.00	100,000.00	100,000.00	(2025) Due to short staffing currently over budget in OT, but if fully staffed this should be reasonable. In addition this includes potential K9 callout OT. (2026) Depends on staffing and additional for K9 Callout OT
521 20 21 001 Industrial Insurance	57,077.36	41,919.05	63,000.00	67,000.00	67,000.00	
521 20 22 001 Social Security	161,491.51	139,269.89	184,000.00	199,000.00	210,000.00	
521 20 23 005 LEOFF Retirement	109,931.96	93,949.18	128,000.00	138,000.00	145,000.00	
521 20 24 001 Unemployment	5,467.38	2,215.95	5,000.00	5,000.00	6,000.00	
521 20 25 001 Medical/Dental/Vision	266,880.54	237,841.00	311,000.00	427,000.00	440,000.00	
521 20 26 000 Uniforms/Accessories	17,772.24	11,568.08	22,000.00	22,000.00	22,000.00	(2025) Remain depends on our current hiring
521 20 26 010 Uniform Cleaning	0.00	0.00	1,000.00	1,000.00	1,000.00	
521 20 26 020 Balistic Vests	2,805.14	5,150.88	5,000.00	15,000.00	10,000.00	(2025) Scheduled for 8 existing vest replacements during 2025. BVP program if still being used would assist with cost. Potential to have couple more vest replacements depending hiring/staffing. (2026) Vest replacement less this
521 20 26 050 Washington Sick Leave	5,201.25	0.00	4,000.00	5,000.00	5,000.00	
521 20 27 000 Retired Medical	51,922.28	44,668.98	45,000.00	45,000.00	45,000.00	(2025) Remain. Appears to be on track for this amount.
521 20 27 010 Long Term Disability Ins	0.00	0.00	1,000.00	1,000.00	1,000.00	
521 20 28 000 Employee Wellness	12,897.69	3,043.76	14,000.00	14,000.00	14,000.00	(2025) Remain same
020 Police Operations	2,845,552.22	2,457,096.20	3,244,000.00	3,558,000.00	3,726,000.00	
521 20 31 002 Office/Operating Supplies	18,537.90	25,238.67	18,000.00	25,000.00	25,000.00	(2025) 2024 projected \$29,000. Seems to fluctuate depending on needs.
521 20 31 010 Printing/Publications	2,059.14	939.67	1,500.00	1,500.00	1,500.00	(2025) Same
521 20 31 015 Ammunition	4,861.78	8,253.60	13,000.00	13,000.00	13,000.00	(2025) Remain. Some orders have not arrived yet. Still expensive and takes time for orders to arrive. We also have to provide ammunition for or SWAT for training.
521 20 32 000 Auto Fuel	78,768.22	57,004.04	80,000.00	75,000.00	75,000.00	(2025) Adjusted down to reflect projected 2024 to be \$65,000
521 20 41 001 Professional Services	31,813.16	61,596.13	42,000.00	30,000.00	30,000.00	(2025) 2024 included Sgt Assesment Center. Testing candidates for new hires has increased our costs. I see hiring expense to continue until up to full staffing.
						Tech costs from this section will now be under software subscription IT for 2025-Leads Online, Lexipol, HID Global, Assisted Patrol, HID Global.

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521 20 41 020 Veterinary Services	1,567.53	-369.75	2,500.00	3,500.00	5,000.00	(2025) 2024-\$2500 and projected to be \$3500. This fluctuates depending on need. Addition of canine officer could increase this amount, vet care insurance? Vet could offer free services as mentioned from past handlers. (2026) Add some potential K9 costs
521 20 41 021 Humane Society	5,145.00	3,540.00	5,500.00	5,500.00	5,500.00	(2025) Remain same. Fluctuates based on need.
521 20 41 022 WA Federation Animal Care	0.00	1,495.60	0.00	0.00	0.00	(2025) Grant ended 2023. Not doing in 2024, 2025 or 2026.
521 20 41 023 Canine	0.00	0.00	0.00	37,000.00	10,000.00	(2025) Cost of dog \$10,000 to \$15,000, Estimated: Kennel \$3000 install on handler property, training to be included in PD training budget. \$7000 other Equipment. Food \$2000, Vet \$5,000, Boarding \$2300, Software to track deployment and use \$2500 (2026) Vet, Food, Boarding
521 20 41 040 Intergov Svc-Gun Permits	4,881.00	4,129.50	9,850.00	7,000.00	7,000.00	(2025) This seems correct based on past years.
521 20 41 045 Skagit Cty Drug Task Force	0.00	0.00	21,000.00	7,000.00	7,000.00	(2025) Keep as place holder in case TF funding is needed. Revenue placeholder of \$7,000 transfer in from opioid settlement fund 397.00.01.118. (2026) Keep as place holder in case TF funding is needed. Revenue placeholder of \$7,000 transfer in from opioid settlement fund 397.00.01.118.
521 20 41 050 Spillman System	48,106.01	32,068.13	47,000.00	56,000.00	60,000.00	(2025) Proposal for SCCS at 23 users is \$52000. If full staff 26-27 could increase to \$60000. This is for all PD and support staff. (2026) Estimated cost increase from 2025
521 20 41 055 911 Contracted Services	173,610.75	246,428.00	245,300.00	260,000.00	275,000.00	(2025) Estimated. Soon to be going in front of commissioners for approval. LE Portion is \$257,094 5.7% increase of ~\$14,000. I would assume a similar increase for 2026 (\$275,000). (2026) Estimated Increase from 2025
521 20 42 010 Postage	1,908.74	1,719.96	2,000.00	2,000.00	2,000.00	(2025) Remain same
521 20 42 020 Telephone	31,943.84	20,150.70	31,000.00	26,000.00	27,000.00	(2025) Unsure, check wth Woody. (2026) Woody know? Does this change when SMARSH is fully re-implemented?
521 20 43 000 Meals/Travel-non Training	586.54	0.00	0.00	0.00	0.00	
521 20 46 000 Insurance	59,114.16	3,972.72	35,000.00	71,528.00	78,681.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
521 20 47 000 Public Utilities	2,785.39	3,115.94	3,500.00	3,500.00	3,500.00	(2025) Remain same
521 20 48 000 Repairs & Maintenance	4,725.55	1,198.38	3,500.00	3,500.00	3,500.00	(2025) Appears that Axon was put under this line item for roughly \$9000. Should be elsewhere. Remain at \$3500 (2026) Remain
521 20 48 010 Repair & Maint - Auto	44,958.83	28,106.38	45,000.00	35,000.00	35,000.00	(2025) Lowered (2026) Lowered
521 20 49 000 Professional Development	500.00	0.00	1,000.00	3,000.00	3,000.00	(2025) Increase a bit. This should cover WASPC Conferences for Admin and rotate Sergeants for future preparedness for leadership opportunities for future promotions. (2026) Remain same as 2025 proposed
521 20 49 010 Dues/Subscriptions	1,742.40	629.00	750.00	1,500.00	1,500.00	(2025) Increase to cover dues for Sergeants WASPC.

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521 20 49 020	Special Investigations	25.00	0.00	500.00	500.00	500.00	(2025) Remain same
025	Operations Services & Charges	517,640.94	499,216.67	607,900.00	667,028.00	668,681.00	
521 30 31 010	Public Education Supplies	1,881.58	577.75	2,000.00	3,000.00	3,000.00	(2025) Community engagement, stickers (2026) Community Engagement, Stickers. Some funds for events such as National Night Out.
030	Crime Prevention (3X)	1,881.58	577.75	2,000.00	3,000.00	3,000.00	
521 40 43 000	Travel	8,061.49	8,494.41	14,000.00	17,000.00	14,000.00	(2025) Added for potential travel for Canine purchase (2026) Remain. Could see some potential for increased travel costs with full staff and specialty training.
521 40 49 000	Tuition/Registration	14,058.02	25,199.48	20,000.00	33,000.00	30,000.00	(2025) Increase slightly. Officers are attending plenty of training. 2024 new sergeants, new detectives. Anticipate new hires will require additional training. Some relief is the academy for 2025 is at no cost to the agency, so somewhat good timing.
							Add Canine academy training. 400 hours for tracking and 200 hours for narcotics. \$8000 (2026) Increase slightly. As we get to full staff and have SRO, Canine, Swat continual or advanced trainings will be required.
521 40 49 020	Range Fees	4,827.05	2,877.90	10,000.00	10,000.00	10,000.00	(2025) Remain same (2026) Range training was limited due to staffing. Remain same.
040	Training (4X)	26,946.56	36,571.79	44,000.00	60,000.00	54,000.00	
523 60 41 001	Prisoner Medical	41,987.29	41,528.71	45,000.00	47,000.00	50,000.00	(2025) Estimate (2026) Estimated increase from 2025
523 60 41 010	Prisoner Transport	8,772.32	10,763.98	11,000.00	12,000.00	11,000.00	(2025) Cost rose 19% from 2023-2024. I suggest increasing to \$12,000 for 2025 and \$13,000 for 2026. (2026) Remain same
523 60 41 021	Jail Annual Payment In Lieu Of 1/10	91,547.01	92,945.65	93,000.00	94,805.00	96,700.00	(2025) 2024 \$92,946, 2025 will increase by 50% of the percentage increase from the prior year of the County Sales Tax total for March23-Feb24. Budgeted percentage increase 2% totaling \$94,805 in 2025 and \$96,700 in 2026. See Jail Summary spreadsheet. (2026) 2024 \$92,946, 2025 will increase by 50% of the percentage increase from the prior year of the County Sales Tax total for March23-Feb24. Budgeted percentage increase 2% totaling \$94,805 in 2025 and \$96,700 in 2026. See Jail Summary spreadsheet.

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060	Prisoners & Jail Costs	142,306.62	145,238.34	149,000.00	153,805.00	157,700.00	
591 28 70 001	Lease + Subscription IT (SBITA) - Police Dept.	17,724.91	19,138.76	3,300.00	56,500.00	56,500.00	(2025) Professional Services is where where alot of this went prior. So may need to adjust all under this line item? ADD ALL TECH SUBSCRIPTIONS. If so what is in Professional Services will go down. Axon Bodycam \$15,000 Leads online \$2500 Planit/Powertim Scheduling \$2900 Lexipol \$11,500 HID Global-Records \$2000 Assisted Patrol \$3000 Flock \$42,000 Proposed for 2025 and \$36,000 in 2026 12 cameras, looking to lower to 6 cameras to start to bring down to \$20,000 each year and build from there.
591 28 70 002	Lease - Police Tasers	0.00	7,187.63	16,200.00	16,200.00	16,200.00	(2025) Contract lease for 5 years. (2026) Prob not needed if all included under one line item for Tech? Contract \$16200 through 2028.
594 21 64 000	Machinery & Equipment	31,048.61	29,282.49	50,000.00	30,000.00	30,000.00	(2025) Lowered to \$30,000. Use for essential equipment as needed. (2026) Lowered. Use to Purchase Essential Equipment as needed.
595 21 62 000	Building	13,600.02	0.00	0.00	0.00	0.00	(2025) Removed from this line item, includes in Fund 101 under 576.80.48.016. "Propose a secure rear lot with sally gates electric for City Personell only access. " (2026) Removed from this line item, includes in Fund 101 under 576.80.48.016. "Plan for Electric Gates for Back Alley to City Hall, Fire and PD if not completed or approved in 2025. Look to move Fencing to allow for more parking availability."
921	Capital Expenditures	62,373.54	55,608.88	69,500.00	102,700.00	102,700.00	

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597 00 13 001	Equipment Replacement Fund 501 - Police	177,200.04	204,000.03	272,000.00	285,000.00	300,000.00	(2025) Cost of vehicles continue to increase. Cost fully outfitted is about \$93000 x3 =\$279000. Add 5% for planned increase in cost \$285,000 is what needed to fund ERR for vehicles. \$23,750/Month Plan for \$300000 for 2026 @\$25000/Month (2026) Planning on 5% increase from 2025 estimate of \$285000. This will be about \$300000.
950	Transfers	177,200.04	204,000.03	272,000.00	285,000.00	300,000.00	
521	Law Enforcement	4,277,875.89	3,811,930.32	4,890,700.00	5,407,633.00	5,624,681.00	
522 24 23 001	Deferred Comp (in lieu of SS)	0.00	7,119.89	0.00	0.00	0.00	
522 20 11 000	Salaries	119,769.99	86,845.50	228,000.00	249,600.00	255,000.00	(2025) Budgeting for 12 Part-Time FF, average of 20 hours per week @ \$20/hour \$249,600 (2026) 2% over 2025
522 20 11 015	Salaries - Training Hub	73.81	0.00	15,000.00	15,000.00	15,000.00	(2025) Training Hub Salaries- pass thru from Revenues 342.21.00.005 (2026) Training Hub Salaries- pass thru from Revenues 342.21.00.005
522 20 21 001	Industrial Insurance	17,961.45	8,361.38	28,000.00	28,000.00	28,000.00	
522 20 22 001	SS + Medicare	10,267.54	6,643.62	18,000.00	20,000.00	20,000.00	
522 20 23 001	PERS Retirement	11,607.37	4,308.99	24,000.00	14,000.00	14,000.00	
522 20 23 002	Pension-Volunteer Firefighter	0.00	0.00	3,500.00	0.00	0.00	(2025) ZERO- moved to 023 Volunteers
522 20 23 005	LEOFF Retirement	690.93	0.00	0.00	0.00	0.00	
522 20 24 001	Unemployment	825.56	92.73	500.00	500.00	600.00	
522 20 25 001	Medical/Dental/Vision	3,227.75	0.00	0.00	0.00	0.00	
522 20 26 000	Uniforms	25,312.13	104,062.18	28,000.00	41,000.00	42,500.00	(2025) Increase in personnel, and Unifirst no longer servicing our uniforms on our rental agreement creating a significant increase. (2026) 3% increase
522 20 26 050	Washington Sick Leave	710.15	0.00	400.00	400.00	500.00	
522 20 28 000	Employee Wellness	0.00	64.95	0.00	0.00	0.00	
020	Part-Time Fire Fighters	190,446.68	210,379.35	345,400.00	368,500.00	375,600.00	
522 21 11 000	Salaries	816,241.60	599,226.00	898,000.00	892,000.00	937,000.00	
522 21 13 000	Overtime	86,797.93	94,364.20	85,000.00	95,000.00	97,000.00	(2025) With new mandatory language we will have an increase in OT expenditures going forward. (2026) 2% over 2025
522 21 20 001	HRA - VEBA for HDHP	12,450.00	12,450.00	0.00	13,000.00	13,000.00	
522 21 21 001	Industrial Insurance	35,363.07	21,542.15	38,000.00	28,000.00	28,000.00	

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522 21 22 001 Medicare (+ formerly SS)	14,024.83	11,655.47	17,000.00	17,000.00	18,000.00	
522 21 23 001 Deferred Comp (in lieu of SS)	68,648.39	43,845.43	67,000.00	59,000.00	62,000.00	
522 21 23 005 LEOFF Retirement	46,203.61	31,688.38	51,000.00	54,000.00	57,000.00	
522 21 23 007 MRP Retirement	4,400.00	2,600.00	5,000.00	5,000.00	5,000.00	
522 21 24 001 Unemployment	2,225.59	904.62	2,000.00	2,000.00	3,000.00	
522 21 25 001 Medical/Dental/Vision	126,453.49	80,231.40	150,000.00	158,000.00	162,000.00	
522 21 26 050 Washington Sick Leave	2,132.18	0.00	2,000.00	2,000.00	2,000.00	
522 21 28 000 Employee Wellness	0.00	75.00	0.00	0.00	0.00	
021 FF / Paramedics	1,214,940.69	898,582.65	1,315,000.00	1,325,000.00	1,384,000.00	
522 22 11 001 Salaries	370,740.96	330,887.22	399,000.00	412,000.00	436,000.00	
522 22 21 001 Industrial Insurance	8,366.75	7,124.66	6,000.00	10,000.00	10,000.00	
522 22 22 001 Medicare (+ formerly SS)	5,154.88	4,602.98	6,000.00	6,000.00	7,000.00	
522 22 23 001 Deferred Comp (in lieu of SS)	29,626.46	20,514.97	25,000.00	26,000.00	28,000.00	
522 22 23 005 LEOFF	19,183.14	16,316.36	22,000.00	22,000.00	24,000.00	
522 22 24 001 Unemployment	614.73	387.80	800.00	900.00	900.00	
522 22 25 001 Medical/Dental/Vision	35,529.99	32,442.59	39,000.00	42,000.00	43,000.00	
522 22 26 050 Washington Sick Leave	632.80	0.00	700.00	700.00	700.00	
022 Chief + Assistant Chiefs	469,849.71	412,276.58	498,500.00	519,600.00	549,600.00	
522 23 11 010 Salaries-Volunteers	342,880.49	335,780.22	325,000.00	350,000.00	357,000.00	(2025) 2024 we are averaging \$35000 per month in volunteer stipends for the current training and call volume which will be \$420,000; With plans to hire additional PT Firefighters and residents this will allow for less strain and cost on the volunteer stipends budget. (2026) 2% over 2025
522 23 21 001 Industrial Insurance	0.00	1,070.69	0.00	0.00	0.00	
522 23 22 001 SS + Medicare	26,248.50	25,626.82	25,000.00	27,000.00	28,000.00	
522 23 23 001 PERS Retirement	2,928.67	1,616.39	0.00	0.00	0.00	
522 23 23 002 Pension-Volunteer Firefighter	2,460.00	0.00	0.00	4,900.00	4,900.00	(2025) Board of Volunteer FF Insurance, Pension and Disability is \$140 per volunteer at 35 volunteers. (2026) Budgeted at 35 volunteers
522 23 24 001 Unemployment	587.76	426.91	600.00	700.00	800.00	
522 23 26 050 Washington Sick Leave	0.00	0.00	600.00	600.00	600.00	
023 Volunteers	375,105.42	364,521.03	351,200.00	383,200.00	391,300.00	
522 24 11 000 Salaries - EMTs	0.00	142,342.70	664,747.00	694,000.00	742,000.00	

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522 24 13 000 Overtime - EMTs	0.00	1,685.04	56,667.00	65,000.00	65,000.00	(2025) With onboarding of new FF/EMTs late in 2024 Overtime was not abundant in 2024 budget, but with mandatory language minimum staffing, and training needs \$65,000 will be conservative in first full year with more comparable to the FF/PM line item in future years. (2026) No change from 2025
522 24 13 001 Other - EMTs	0.00	0.00	134,952.00	0.00	0.00	
522 24 21 001 Industrial Insurance	0.00	0.00	31,021.00	27,000.00	27,000.00	
522 24 22 001 Medicare	0.00	2,429.20	54,106.00	11,000.00	12,000.00	
522 24 23 004 Deferred Comp (in lieu of SS)	0.00	0.00	0.00	48,000.00	50,000.00	
522 24 23 005 LEOFF	0.00	5,740.79	38,235.00	41,000.00	43,000.00	
522 24 23 007 MRP Retirement	0.00	625.00	0.00	0.00	0.00	
522 24 24 001 Unemployment	0.00	0.00	1,299.00	2,000.00	2,000.00	
522 24 25 001 Medical/Dental/Vision	0.00	48,152.26	168,000.00	259,000.00	266,000.00	
522 24 26 050 Wa Sick Leave	0.00	0.00	721.00	2,000.00	2,000.00	
024 EMTs	0.00	200,974.99	1,149,748.00	1,149,000.00	1,209,000.00	
522 20 31 000 Operating Supplies	36,662.19	28,086.46	38,000.00	41,000.00	43,000.00	(2025) Over budget past year, with increased volume and costs 5% increase over 2024 (2026) Increase of \$2000 over 2025 for inflation.
522 20 31 001 Flags	590.81	0.00	750.00	750.00	800.00	(2025) No change from 2024; flags for City Hall, Station 2, Train, and Little League field behind Municipal Building. (2026) Increase from \$750 in 2025
522 20 31 010 Office Supplies	2,910.41	763.11	3,000.00	3,100.00	3,100.00	(2025) Minimal increase from 2024 (2026) No change from 2025
522 20 32 000 Auto Fuel/Diesel	49,085.59	31,857.18	48,000.00	49,000.00	49,000.00	(2025) 2% increase over 2024; currently averaging between 3900-4200 per month in fuel costs. (2026) No change from 2025
522 20 35 000 Small Tools & Minor Equip	16,704.44	9,588.82	15,000.00	15,000.00	15,500.00	(2025) No change from 2024 (2026) \$500 increase over 2024/2025
522 20 35 011 EMS Minor Equipment	4,820.85	6,926.24	7,500.00	7,500.00	7,800.00	(2025) No change from 2024 (2026) \$300 increase over 2025
522 20 41 000 Professional Services	25,512.24	16,509.03	25,000.00	2,500.00	2,750.00	(2025) Decrease from \$25,000 to \$2500; due to new BARS 591.20.70.522 for IT Services, most expenditures from this line will now be captured there. (2026) \$250 increase from 2025
522 20 41 010 Prof Service-Medical Exams	947.00	14,155.50	3,200.00	13,000.00	13,000.00	(2025) 2024 budget about 10K over budget due to increase in costs of LEOFF2 physicals and current hiring needs. (2026) No change from 2025

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522 20 41 020 Central Dispatch	31,073.12	30,373.15	31,500.00	13,200.00	14,250.00	(2025) Decrease from \$31500 due to GIS, IS and spillman fees being transferred to 591.20.70.522 (2026) 8% increase over 2025
522 20 41 030 Investigation	751.00	8,883.00	250.00	6,000.00	6,000.00	(2025) Increase in cost for background investigations for new hires to meet new standards, in line with 2024 costing and 2025 hiring needs going forward. (2026) no change from 2025
522 20 41 040 Advertising	0.00	575.00	250.00	600.00	600.00	(2025) 2024 actual of \$575 (2026) No change from 2025
522 20 42 010 Postage	1,081.46	651.14	2,100.00	1,400.00	1,400.00	(2025) Decrease from 2024, in line with 5 year comparison from \$2100 in 2024 (2026) No change from 2025
522 20 42 020 Telephone	12,127.40	7,822.62	12,000.00	12,000.00	13,000.00	(2025) No change from 2024 (2026) \$1000 increase from 2024
522 20 45 000 Equipment Lease	1,493.97	857.98	3,500.00	500.00	500.00	(2025) Decrease by \$3000 with RICOH billing transferred to new BARS. (2026) No change from 2025
522 20 48 000 Repairs/Maint-Equip	54,004.82	47,989.89	58,000.00	60,000.00	62,000.00	(2025) Increase from \$58000 in 2024 to accomodate increases in cost and planned needs for upcoming preventative maintenance needs and annual service, pump testing and hose testing. (2026) 3% increase
522 20 48 001 Repairs/Maint-Hydrants	0.00	48,660.38	50,000.00	0.00	0.00	(2025) With PUD ownership of our hydrants now, this line item is decreased to zero, any minimal hardware needs or upgrades not covered by PUD, will now be covered in Repair/Maint 522.20.48.000 in future. (2026) Zero
522 20 49 010 Misc-Dues	2,646.38	40.00	2,500.00	2,650.00	2,800.00	(2025) Dues to include WFCA, WSFF, Costco (2026) \$150 increase from 2025
522 20 49 030 Misc-Laundry	81.60	81.60	300.00	750.00	750.00	(2025) Quartermaster services will require increase in the needs for uniform sizing and sewing of patches etc. (2026) no increase from 2025
591 20 70 522 Leases + Subscription IT (SBITA) - Fire Dept.	0.00	0.00	0.00	60,700.00	62,920.00	(2025) New BARS, that will include services from Previous BARS, 522.20.41.000, 522.20.41.020, and 522.20.45.000 with decreases in those expenditures. Includes 2025 costs on current expenses. (2026) 4% increase from 2025
030 Services & Charges	240,493.28	253,821.10	300,850.00	289,650.00	299,170.00	
522 21 31 000 Operating Supplies - Medical	63,667.37	66,603.64	67,000.00	68,500.00	70,000.00	(2025) Increase in volume and expenses for medical supplies at a conservative 2% (2026) 2% increase from 2025
522 21 31 010 Office Supplies	10,738.38	9,667.81	10,000.00	10,200.00	10,200.00	(2025) 2% increase over 2024 (2026) No change from 2025
522 21 35 000 Small Tools & Minor Equipment	7,448.37	0.00	8,500.00	8,500.00	8,670.00	(2025) No increase over 2024 (2026) 2% increase from 2024
522 21 35 011 EMS Minor Equipment	6,915.66	0.00	7,500.00	8,000.00	8,000.00	(2025) Increased costing of Zoll accessories over 2023/2024 (2026) No increase from 2025

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522 21 41 000	EMS Professional Services-Sys Design	44,894.12	28,034.40	41,600.00	44,000.00	45,100.00	(2025) With increase in transport and system design increase for billing \$44000 is conservative. (2026) 2.5 % increase over 2025
522 21 49 000	Miscellaneous	7,818.46	1,059.86	8,000.00	8,000.00	8,000.00	(2025) No change from 2024 (2026) No change from 2025
522 21 49 010	Misc - GEMT IGT	0.00	2,077.54	0.00	0.00	0.00	(2025) zero- GADCS created an expenditure for 2024 after audit/review, this should not be case in future years.
031	Services & Charges - EMS	141,482.36	107,443.25	142,600.00	147,200.00	149,970.00	
522 45 31 000	Supplies & Books	1,000.92	0.00	3,500.00	3,650.00	3,650.00	(2025) Minor increase from 2024 (2026) No increase
522 45 41 000	Advertising-Fire Prevent	648.79	1,093.44	1,000.00	1,200.00	1,200.00	(2025) Fire prevention supplies, increased community outreach, school lunch program, station tours. (2026) No increase
522 45 43 000	Travel & Meals	916.35	2,519.35	3,000.00	6,500.00	6,500.00	(2025) Conferences and trainings, continued education; certification, WFC, leadership, (2026) No increase from 2025
522 45 49 000	Training Facilities	7,076.22	470.01	10,000.00	10,000.00	10,500.00	(2025) No increase over 2024 (2026) 5% increase from 2024
522 45 49 010	Tuition/Registration	68,343.54	18,778.12	115,000.00	80,000.00	80,000.00	(2025) without ARPA funds reduction. (2026) No increase from 2025
040	Training	77,985.82	22,860.92	132,500.00	101,350.00	101,850.00	
522 21 49 020	Tuition & Registration	4,980.00	-767.68	5,750.00	6,000.00	6,000.00	(2025) New hires and continuuing education needs and requirements. (2026) No change from 2025
522 46 31 000	Supplies & Books	38.00	0.00	0.00	0.00	0.00	
041	Training - EMS	5,018.00	-767.68	5,750.00	6,000.00	6,000.00	
522 50 46 000	Insurance	133,493.87	30.40	95,000.00	161,528.00	177,680.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
522 50 47 000	Public Utilities	14,571.06	10,197.99	7,000.00	0.00	0.00	
522 50 48 010	Repairs/Maint-Dorm	14,382.14	-96.63	16,500.00	18,000.00	18,720.00	(2025) Increasing needs with aging building, systems, and costs. (2026) 4% increase over 2025
522 50 48 020	Repair/Maint-Garage	8,322.91	107.76	10,000.00	11,000.00	12,000.00	(2025) Ongoing maintenance, preventative-care and replacement issues and cost. (2026) increase of 1k over 2025
522 50 48 030	Repair/Maint-Station	2,402.47	16,564.58	15,768.00	4,200.00	4,500.00	(2025) Over budget for 2024; utilized ARPA to handle hot water heater issue at Station 2, one incident was \$15k (2026) \$300 increase over 2025
522 50 49 050	Fire/Theft Protection	842.52	2,941.68	1,700.00	3,000.00	3,200.00	(2025) Meet costs of 2024 (2026) \$200 increase over 2025
522 70 31 001	Land Use Signs	0.00	0.00	150.00	0.00	0.00	
050	Facilities	174,014.97	29,745.78	146,118.00	197,728.00	216,100.00	

2025 - 2026 BUDGET

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001 Current Expense Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
594 22 64 000 Machinery & Equipment	320,904.65	0.00	0.00	0.00	0.00	
594 32 64 001 Fire Truck Exhaust - FEMA Grant	97,700.91	21,711.32	21,711.32	0.00	0.00	
922 Capital Expenditures	418,605.56	21,711.32	21,711.32	0.00	0.00	
597 00 12 001 Equipment Replacement Fund 501 - Fire	356,127.37	342,927.13	421,000.00	463,100.00	509,410.00	
597 00 12 002 Equipment Replacement Fund 501 - EMS	242,033.30	155,742.84	180,000.00	198,000.00	217,800.00	
950 Transfers	598,160.67	498,669.97	601,000.00	661,100.00	727,210.00	
522 Fire Control	3,906,103.16	3,027,339.15	5,010,377.32	5,148,328.00	5,409,800.00	
524 20 20 001 HRA - VEBA for HDHP	608.32	775.00	0.00	800.00	800.00	
524 20 11 000 Salaries	157,371.48	126,163.50	183,000.00	194,000.00	207,000.00	
524 20 13 000 Overtime	0.00	0.00	1,000.00	1,000.00	1,000.00	
524 20 21 001 Industrial Insurance	1,802.05	1,260.52	2,000.00	3,000.00	3,000.00	
524 20 22 001 Social Security	11,200.56	9,218.07	15,000.00	15,000.00	16,000.00	
524 20 23 001 PERS Retirement	11,399.87	10,701.99	20,000.00	18,000.00	19,000.00	
524 20 24 001 Unemployment	361.71	127.36	400.00	400.00	500.00	
524 20 25 001 Medical/Dent/Vision	39,122.34	37,135.04	41,000.00	54,000.00	55,000.00	
524 20 26 050 Washington Sick Leave	345.04	0.00	300.00	400.00	400.00	
524 20 28 000 Employee Wellness	45.86	645.27	180.00	0.00	0.00	
020 Building Services	221,648.91	185,251.75	262,880.00	285,800.00	301,900.00	
524 20 31 000 Off/Oper Supps & Books	6,436.90	1,288.47	3,000.00	2,500.00	3,000.00	
524 20 41 000 Professional Services	1,273.99	7,058.28	0.00	2,500.00	2,500.00	
524 20 42 000 Postage	362.04	166.61	700.00	400.00	550.00	
524 20 42 020 Telephone	1,381.47	1,373.07	1,600.00	1,500.00	1,600.00	
524 20 43 000 Travel/Meals	927.83	507.41	2,500.00	1,200.00	1,300.00	
524 20 46 000 Insurance	3,845.96	0.00	1,400.00	4,654.00	5,119.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
524 20 49 010 Misc-Dues	961.82	870.38	1,400.00	1,500.00	1,500.00	
524 20 49 030 Misc-Tuition/Registration	1,673.90	420.00	1,200.00	1,200.00	1,200.00	
591 20 70 524 Leases + Subscription IT (SBITA) - Protect. Insp. Dept.	3,124.36	1,631.09	0.00	2,000.00	2,000.00	
030 Services & Charges	19,988.27	13,315.31	11,800.00	17,454.00	18,769.00	
594 24 64 000 Office Equipment	770.32	728.56	1,900.00	1,400.00	1,500.00	

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001 Current Expense Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
924 Capital Expenditures	770.32	728.56	1,900.00	1,400.00	1,500.00	
524 Protective Inspections	243,015.82	200,070.62	276,580.00	305,454.00	322,969.00	
525 10 41 000 Dept Of Emerg Management	32,226.92	40,134.44	21,000.00	0.00	0.00	(2026) *** Proposal to decrease from \$42,000 in 2024 to ZERO, with use towards Fire Marshall/DEM FTE
525 10 41 001 Professional Services	0.00	0.00	2,500.00	0.00	0.00	
553 70 41 000 NW Air Pollution	6,165.00	6,295.00	6,295.00	0.00	0.00	
525 Disaster Services	38,391.92	46,429.44	29,795.00	0.00	0.00	
557 65 00 000 Skagit PUD Customer Assistance	0.00	0.00	500.00	0.00	0.00	
557 Community Services	0.00	0.00	500.00	0.00	0.00	
562 00 41 000 Helping Hands Food Bank	0.00	0.00	2,100.00	0.00	0.00	
592 11 82 410 Interfund Loan Interest	4,672.21	0.00	0.00	0.00	0.00	
562 Public Health	4,672.21	0.00	2,100.00	0.00	0.00	
565 50 41 000 Sk Domestic Violence	0.00	3,049.73	0.00	5,000.00	5,000.00	
565 50 41 010 City of Burlington-Public Housing	0.00	0.00	7,000.00	0.00	0.00	
565 Welfare	0.00	3,049.73	7,000.00	5,000.00	5,000.00	
566 00 41 000 Skagit Co Public Health-2% Liquor Tax	2,790.59	2,787.66	3,200.00	3,500.00	3,500.00	
566 Substance Abuse	2,790.59	2,787.66	3,200.00	3,500.00	3,500.00	
569 00 41 000 Skagit Senior Services	21,932.75	22,014.00	24,300.00	26,000.00	26,000.00	
569 Aging & Adult Services	21,932.75	22,014.00	24,300.00	26,000.00	26,000.00	
581 10 41 001 Interfund Loan Disbursement	300,000.00	0.00	0.00	0.00	0.00	
589 99 09 999 Payroll Clearing	2,704.21	-97,068.12	0.00	0.00	0.00	
580 Non Expenditures	302,704.21	-97,068.12	0.00	0.00	0.00	
595 10 20 001 HRA - VEBA for HDHP	-76.16	0.00	0.00	0.00	0.00	
595 10 63 013 Eng - TIB Compl Streets 2023-25	4,556.50	17.70	20,000.00	0.00	0.00	
594 Capital Expenditures	4,480.34	17.70	20,000.00	0.00	0.00	

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001 Current Expense Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
597 00 00 118	Transfers-Out - National Opioid Settlement	10,592.19	0.00	0.00	0.00	0.00	
597 00 00 505	Transfers-Out - PW Facility Fund 505	11,000.00	49,500.00	66,000.00	0.00	0.00	
597 00 10 205	Transfers-Out To 2008 GO Bond Fund	58,544.00	81,599.04	81,599.00	88,000.00	88,000.00	
597 00 11 101	Transfer To Parks Operations	90,000.00	0.00	0.00	0.00	0.00	
597	Interfund Transfers	170,136.19	131,099.04	147,599.00	88,000.00	88,000.00	
582	Other	545,108.21	108,329.45	234,494.00	122,500.00	122,500.00	
TOTAL EXPENDITURES:		11,390,260.50	9,347,092.69	13,276,886.33	14,243,253.00	14,575,428.30	
FUND GAIN/LOSS:		984,359.71	1,231,659.47	230,644.67	227,271.00	96,237.70	

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002 Fire Proposition 1 Reserve

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 002	General Property Tax - Fire Prop 1 Reserve	0.00	162,796.34	0.00	272,776.00	226,819.00	
310	Taxes	0.00	162,796.34	0.00	272,776.00	226,819.00	
TOTAL REVENUES:		0.00	162,796.34	0.00	272,776.00	226,819.00	
FUND GAIN/LOSS:		0.00	162,796.34	0.00	272,776.00	226,819.00	

2025 - 2026 BUDGET

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003 Special Projects Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:		0.00	0.00	0.00	0.00	0.00	
597 00 03 000	Transfers-Out - General Fund	0.00	0.00	0.00	101,500.00	75,000.00	(2025) \$75,000 economic development 558.70.00.513, \$26,500 single audit 514.23.41.000 (2026) \$75,000 economic development 558.70.00.513
597 00 03 101	Transfers-Out - Parks	0.00	37,882.92	0.00	286,000.00	0.00	(2025) \$286,000 Olmsted Park,
597 00 03 103	Transfers-Out - Streets	0.00	0.00	0.00	76,413.00	104,000.00	(2025) \$58,000 Streets, \$18,413 streetlights infront of City Hall (2026) \$104,000 Streets
597	Interfund Transfers	0.00	37,882.92	0.00	463,913.00	179,000.00	
TOTAL EXPENDITURES:		0.00	37,882.92	0.00	463,913.00	179,000.00	
FUND GAIN/LOSS:		0.00	-37,882.92	0.00	-463,913.00	-179,000.00	

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101 Parks & Facilities Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 101 Real & Psnl Property Taxes	597,752.71	422,636.30	766,505.00	959,000.00	985,536.00	
313 11 00 101 Sales & Use Tax	152,915.65	140,554.38	152,430.00	174,360.00	179,590.00	(2025) 5% above 2024 projection, \$174,360. (2026) 3% above 2025 projections, \$179,590.
310 Taxes	750,668.36	563,190.68	918,935.00	1,133,360.00	1,165,126.00	
331 14 00 101 USHUD Grant Olmsted P2000	0.00	0.00	500,000.00	500,000.00	0.00	(2025) HUD (Larson's Office)
333 97 00 101 Federal Indirect Grant From Department Of Homeland Security	5,259.48	0.00	0.00	0.00	0.00	
334 02 70 000 Grant From Recreation And Conservation Funding Board	0.00	0.00	0.00	624,720.00	0.00	
334 02 70 101 RCO LCF Grant Olmed Phase 1	0.00	0.00	500,000.00	0.00	0.00	
337 00 00 101 Port of Skagit Grant Olmstead Phase 1	0.00	0.00	400,000.00	400,000.00	0.00	
337 31 02 101 Local Grants, Entitlements, & Other Payments	0.00	9,000.00	0.00	0.00	0.00	
330 Intergovernmental Revenues	5,259.48	9,000.00	1,400,000.00	1,524,720.00	0.00	
347 20 00 002 Library Pass Through Revenue	2,822.47	0.00	5,560.00	6,000.00	6,000.00	(2025) Offsetting revenue from Interlocal Agreement with CS Library, actual cost + 9% admin fee. Matches Expense (2026) Pass through, matches expenditures line item.
347 30 01 101 Athletic Field User Fees	10,870.00	11,990.00	7,180.00	11,000.00	11,000.00	(2025) SYWYSA, SWLL, La Liga Tlaxtli, (2026) SWYSA, SWLL, La Liga Tlaxtli
340 Charges For Goods & Services	13,692.47	11,990.00	12,740.00	17,000.00	17,000.00	
361 11 00 101 Investment Interest	500.00	500.00	500.00	500.00	500.00	
361 91 00 101 Misc.	711.56	111.09	0.00	0.00	0.00	
362 40 00 000 Community Center Rental	27,780.27	30,872.04	15,000.00	25,000.00	25,500.00	(2025) Comm Center Rentals have increased dramatically (2026) Matches Expense
362 40 02 000 Community Center Cleaning	0.00	0.00	4,155.00	0.00	0.00	(2025) no longer tracked separately (2026) No Longer Tracked Separately
362 40 05 000 Facility Monitor Revenue	2,049.42	2,268.71	2,000.00	2,500.00	2,500.00	
362 40 10 000 Space Rent-RV Park - Riverfront	36,590.00	31,395.00	30,000.00	30,000.00	30,000.00	
362 40 10 001 Space Rent-RV Park - Bingham	12,170.00	9,350.00	13,000.00	10,000.00	10,250.00	
362 40 20 000 Space/Facility Rent-Riverfront	17,410.00	17,185.00	10,000.00	16,000.00	16,000.00	
362 40 30 000 Space/Facility Rent-Bingham	3,350.00	4,300.00	500.00	4,000.00	4,250.00	
362 40 31 000 Space And Facilities Rent-Memorial Park	0.00	325.00	0.00	2,000.00	2,250.00	
362 40 40 000 Facility Rent - HHS	100.00	0.00	0.00	100.00	100.00	
367 00 00 101 Private Donation	7,310.00	3,467.93	0.00	0.00	0.00	

2025 - 2026 BUDGET

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101 Parks & Facilities Fund

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367 10 00 101 Private Donation-Flower Baskets	0.00	0.00	6,000.00	1,000.00	1,000.00	(2025) Chamber of commerce may have a potential donation, but not confirmed. (2026) Chamber of Commerce
369 10 00 101 Sale Of Surplus	4,051.10	2,250.00	0.00	0.00	0.00	
360 Interest & Other Earnings	112,022.35	102,024.77	81,155.00	91,100.00	92,350.00	
382 10 01 101 Community Center Deposits	36,190.31	27,734.25	20,000.00	25,000.00	20,000.00	(2025) Matches Expense (2026) Matched Expense
382 10 02 101 Senior Center Deposits	150.00	500.00	500.00	500.00	500.00	(2025) Matches Expense (2026) matches expense
380 Non Revenues	36,340.31	28,234.25	20,500.00	25,500.00	20,500.00	
397 00 00 301 1st 1/4% REET Transfer	23,541.33	7,977.50	42,500.00	42,500.00	32,500.00	(2025) \$85,000 Building & Structure (594.76.31.000), split between REET 1 and REET 2 = \$42,500 (2026) Building and Structures (594.76.31.000) \$65,000 split between REET 1 and REET 2, totaling \$32,500.
397 00 00 302 2nd 1/4% REET Transfer	23,541.33	7,977.52	42,500.00	42,500.00	32,500.00	(2025) \$85,000 Building & Structure (594.76.31.000), split between REET 1 and REET 2 = \$42,500 (2026) Building and Structures (594.76.31.000) \$65,000 split between REET 1 and REET 2, totaling \$32,500.
397 00 00 311 Parks Impact Fee Transfer	92,799.45	98,911.68	486,000.00	501,000.00	45,500.00	(2025) Expenditures: 486,000 Olmsted Construction (594.76.63.25) 5,000 misc park upgrades (594.76.61.003) 10,000 small dog off leash area (594.76.61.000) Totaling: \$501,000 Removed: 86,000, 205 N. Reed Design (594.76.63.030) (2026) 1. \$5,500 for annual site furnishings purchases, tables, benches, etc. (594.76.61.001) 2. \$40,000 for 205 N. Reed 100% plans and RCO application support. (594.76.63.030)
397 00 01 001 General Fund Transfer	90,000.00	0.00	0.00	0.00	0.00	(2025) finance to calc
397 00 01 189 Transfer from ARPA	961,972.74	30,749.33	269,750.00	0.00	0.00	
397 00 03 101 Transfers-In - Special Projects	0.00	37,882.92	0.00	286,000.00	0.00	(2025) \$286,000 Olmsted Park
397 00 10 115 Council Strategic Reserve Transfer	38,000.04	37,500.03	51,000.00	0.00	0.00	(2025) Finance to calc if necessary
397 00 10 401 Transfer From Sewer (Restrooms)	8,500.00	0.00	8,500.00	143,000.00	0.00	(2025) Olmsted Park Sewer system construction. Need to confirm amount and show outgoing transfer from 401
397 Interfund Transfers	1,238,354.89	220,998.98	900,250.00	1,015,000.00	110,500.00	
TOTAL REVENUES:	2,156,337.86	935,438.68	3,333,580.00	3,806,680.00	1,405,476.00	

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101 Parks & Facilities Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
576 80 47 025 Olmsted Park	0.00	124.74	0.00	4,000.00	8,000.00	(2025) Estimate of utilities for partial year of new park operation (2026) First full yeare operating new park. Estimate, based on similar facilities at Riverfront Park
576 80 11 000 Salaries	288,152.45	329,675.82	351,000.00	385,000.00	405,000.00	
576 80 11 001 Caretaker - Riverfront	1,200.00	950.00	1,323.00	1,200.00	1,200.00	(2025) 12 Months@\$100/M
576 80 11 002 Caretaker - Bingham	1,200.00	1,000.00	1,323.00	1,200.00	1,200.00	(2025) 12 Months @ \$100/Month
576 80 11 003 Caretaker - Memorial	1,200.00	1,000.00	1,323.00	1,200.00	1,200.00	(2025) 12 Months @ 100/M
576 80 11 004 Caretaker - Olmsted	0.00	0.00	0.00	400.00	1,200.00	(2025) 4 Months Estimated Sept-December. Assumes caretaker hired on Sept 1st upon project completion
576 80 12 001 Extra Help-Parks	28,376.50	13,489.00	21,000.00	0.00	0.00	(2025) Original \$30,000 extra help now used to cover additional Maintenance Operator I. (2026) Original \$30,000 moved to Maintenance Operator I.
576 80 12 002 Extra Help-Facililities	4,019.10	4,064.55	0.00	9,408.00	9,500.00	(2025) 1 Gardener for grounds maintenance work around city hall, Comm Ctr, Snr Ctr, Fire Station 2. 450 total annual hours @\$21/hr (2026) 1 gardener, for grounds maintenance around city facilities.
576 80 12 003 Extra Help - Flowers	11,389.29	12,176.22	8,000.00	13,200.00	11,000.00	(2025) 1 Flower Basket Water Person, 600 annual hours @\$22/hr hour for the season. (2026) 1 flower basket watering person, 600 annual hours.
576 80 13 000 Overtime	10,556.17	8,865.19	5,000.00	21,000.00	21,500.00	(2025) Includes Comm Center post event clean up charges, comm center rental offsetting revenues.
576 80 13 010 Overtime-cleaning Com Ctr	0.00	0.00	5,000.00	0.00	0.00	(2025) This item included in main overtime column
576 80 21 001 Industrial Insurance	8,920.58	6,121.59	9,000.00	11,000.00	11,000.00	
576 80 22 001 Social Security	26,339.12	27,174.75	31,000.00	34,000.00	35,000.00	
576 80 23 001 Pers Retirement	32,061.91	28,601.89	37,000.00	37,000.00	39,000.00	
576 80 24 001 Unemployment	910.97	356.06	800.00	900.00	1,000.00	
576 80 25 001 Medical/dental/vision	101,508.47	112,927.28	124,000.00	145,000.00	150,000.00	
576 80 26 050 Washington Sick Leave	888.89	0.00	700.00	700.00	800.00	
576 80 28 000 Employee Wellness	254.88	0.00	300.00	1,200.00	600.00	(2025) Gym Riembursements for 2 employees (2026) Gym Riembursements, 2 employees.
010 Park Services	516,978.33	546,402.35	596,769.00	662,408.00	689,200.00	
576 80 31 000 Operating Sup - Tesarik Park	1,319.72	974.67	1,535.00	1,565.00	1,596.00	(2025) 2% inflation increase, all operating supplies line items include toiletries, cleaners, wear parts, and other misc needed to operate the various city facilities. (2026) 2% inflation increase for all operating supplies line items to include toiletries, cleaners, wear parts, and other misc needs to operate facilities.
576 80 31 001 Operating Sup - Riverfront	4,476.34	1,953.55	4,991.00	5,090.00	5,191.00	(2025) 2% inflation increase

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101 Parks & Facilities Fund

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576 80 31 002	Operating Sup - RV Park	689.96	0.00	738.00	752.00	767.00	(2025) 2% inflation increase
576 80 31 003	Operating Sup - Parks Shop	1,606.50	2,172.74	3,060.00	3,121.00	3,183.00	(2025) 2% inflation increase
576 80 31 004	Operating Sup - Comm Center	2,812.48	1,784.25	3,146.00	3,209.00	3,274.00	(2025) 2% inflation increase
576 80 31 005	Operating Sup - Senior Ctr	1,807.90	2,880.52	3,146.00	3,209.00	3,273.00	(2025) 2% inflation increase
576 80 31 006	Operating Sup - City Hall	7,033.32	10,019.97	12,078.00	12,319.00	12,565.00	(2025) 2% inflation increase
576 80 31 007	Operating Sup - Library	56.63	216.00	0.00	0.00	0.00	(2025) Old Library Leased to YMCA, no supplies needed to operate facility
576 80 31 008	Operating Sup - Memorial	1,211.05	1,031.82	1,539.00	1,569.00	1,600.00	(2025) 2% inflation increase
576 80 31 009	Operating Sup - Bingham Park	894.64	699.00	1,872.00	1,909.00	1,947.00	(2025) 2% inflation increase
576 80 31 012	Operating Sup - Hammer	0.00	0.00	2,710.00	2,764.00	2,819.00	(2025) 2% inflation increase
576 80 31 013	Operating Sup - Flowers-Holiday Displays	10,396.80	12,132.65	10,098.00	12,200.00	12,500.00	(2025) Annual hanging basket and flower displays, includes fertilizer and misc. US Flags for downtown light posts on federal holidays. (2026) Annual hanging basket and flower displays, downtown decorations.
576 80 31 025	Operating Sup - Olmsted Park	34.54	0.00	0.00	500.00	1,500.00	(2025) Supplies for partial year of operating new park. Estimated opening date of Oct 31
576 80 31 100	Fertilizer/Herbicide	6,970.09	4,662.37	7,610.00	7,610.00	7,762.00	(2025) Weed control & fertilizer throughtout parks system (2026) Fertilizer & weed control throughtout parks system.
576 80 32 000	Auto Fuel/Diesel	10,766.52	7,466.85	12,704.00	12,704.00	12,958.00	(2025) US EIA project net decrease in fuel prices for 2025 (2026) 2% inflation estimate for 2026
576 80 35 000	Small Tools & Minor Equip	4,301.89	9,195.33	5,627.00	5,740.00	5,855.00	(2025) 2% inflation increase, weed eaters, chainsaws, hand tools, other misc (2026) weed eaters, saws, misc power tools & hand tools.
576 80 35 010	Safety Equipment	1,651.45	760.08	3,214.00	3,278.00	3,344.00	(2025) 2% inflation increase, PPE Equipment, safety (2026) PPE, Boots.
030	Supplies	56,029.83	55,949.80	74,068.00	77,539.00	80,134.00	
576 80 41 000	Professional Services	9,538.67	12,066.45	6,150.00	2,000.00	2,000.00	(2025) Unforseen needs, and after hours call out program 6 months at \$145/month (2026) Unforseen needs, After hours call out services.
576 80 41 001	Advertising	0.00	375.00	3,357.00	2,000.00	2,000.00	(2025) Legal ads for self performed Projects, employment ads if needed (2026) Legal ads, employment ads.
576 80 41 010	Alarm Monitoring	1,737.60	3,344.68	4,957.00	5,500.00	5,600.00	(2025) Live monitoring services for intrusion, fire, and life safety systems for all city facilities. (2026) Monitoring services for life safety systems , all facilities.
576 80 42 010	Postage	0.00	0.00	0.00	100.00	100.00	(2025) Unforseen, nothing planned.
576 80 42 020	Telephone	5,059.68	3,627.70	4,200.00	5,000.00	5,200.00	(2025) Cell phones & wireless devices. (2026) Cell phones, tablets,

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101 Parks & Facilities Fund

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576 80 44 010 Taxes And Assessments	1,700.84	1,531.49	1,250.00	1,500.00	1,600.00	
576 80 45 001 Equipment Rental	2,782.16	1,455.97	2,800.00	3,500.00	3,600.00	(2025) Christmas Tree Crane Rental, scaffolding for skate competition, other misc needs (2026) Xmas Tree Crane Rental, and scaffolding for skate comp
576 80 46 000 Insurance	53,772.77	0.00	55,000.00	65,066.00	71,572.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
576 80 49 000 Misc-Tuition/Registration	550.00	1,197.79	1,530.00	1,560.00	1,600.00	(2025) Various certs/training for 4 employees First aid, CPSI, flagger, forklift, bnsf (2026) Various certs/training for 4 employees
576 80 49 020 Misc-Dues/CDL/Background	682.28	400.00	1,224.00	1,400.00	1,450.00	(2025) CDL Exams, & Endorsements for 4 employees (2026) CDL reimbursements, and statutory physical exams for 4 employees.
576 80 49 030 Misc-Permits & Licenses	3,431.91	2,478.40	4,597.00	1,000.00	1,000.00	(2025) Health Dept operating permits 1. Splash pad, 2. RV Park. (2026) Health Dept Operating Permits 1. Splash pad. 2. RV Park.
576 80 49 040 Special Events Support	0.00	0.00	0.00	0.00	1,000.00	(2026) 1. Easter Eggs. loggerodeo, salmon derby, skate competition support.
576 80 49 090 Special Events Support	0.00	0.00	0.00	1,000.00	0.00	(2025) 1. Easter Eggs, Loggerodeo, skate competition. misc supplies & riembursments.
591 80 70 101 Subscription IT (SBITA) - Parks and Facilities	0.00	0.00	0.00	10,689.00	10,922.00	(2025) 1. Venvue 2. Civic Plus 3. SDS (2026) 1. Venvue, SDS, civic plus, ivorq,
040 Services & Charges	79,255.91	26,477.48	85,065.00	100,315.00	107,644.00	
576 80 47 000 Riverfront	22,576.84	16,877.87	16,000.00	18,333.00	19,615.00	(2025) PSE rate increase 7.83% PUD rate increase 5% CNG rate increase 4.4% Ziply Fiber unknown (2026) PSE rate increase 9.28% for 2026 CNG rate increase 5.95% for 2026 PUD rate increase 5.0% for 2026 Ziply fiber increase unknown
576 80 47 010 Community Center	7,983.00	6,354.22	7,427.00	7,947.00	8,662.00	
576 80 47 020 Senior Center	13,689.70	18,084.14	13,000.00	20,900.00	21,945.00	(2025) Includes Splash pad water meter
576 80 47 030 Museum Apartments	425.15	554.91	1,499.00	1,600.00	1,650.00	(2025) PSE Meters, electricity only.
576 80 47 040 Train	644.22	573.87	1,341.00	1,350.00	1,458.00	
576 80 47 050 Hammer Square	3,510.75	3,980.64	7,821.00	7,977.00	8,615.00	
576 80 47 051 Bingham / Memorial	5,244.69	4,326.56	10,965.00	7,000.00	7,560.00	
576 80 47 052 Bingham Caretaker	2,543.28	2,556.75	5,212.00	5,576.00	6,022.00	
576 80 47 053 Other Utilities	15,570.16	3,812.17	14,848.00	15,500.00	16,740.00	

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576 80 47 070	City Hall	59,183.97	49,194.97	64,000.00	68,480.00	73,273.00	
576 80 47 090	Portable Toilets	2,070.61	1,830.00	1,000.00	2,000.00	2,100.00	(2025) \$1000 for salmond derby @ Olmsted \$1000 for skate competion (2026) Rentals for Salmon derby and Skate Competition.
050	Utilities	133,442.37	108,146.10	143,113.00	156,663.00	167,640.00	
576 00 80 101	M&O Fund 501	0.00	0.00	2,789.00	0.00	0.00	(2025) finance to calc (2026) Finance to calc
576 80 48 000	Repairs/Maintenance	5,908.81	1,335.30	7,650.00	7,803.00	7,959.00	(2025) All lines include a 2% infationary increase over 2024. Maintenance of life safety systems, maintenance contracts, service agreements, & misc repairs to operate all facilities (2026) All R&M lines include a 2% inflation factor above 2025 amounts. Maintenance of life safety systems, mainteance contracts, service agreements and misc repairs to operate all facilities.
576 80 48 001	Riverfront	22,015.67	13,638.83	13,500.00	13,770.00	14,045.00	
576 80 48 002	RV Park	1,594.48	775.74	1,985.00	2,024.00	2,064.00	
576 80 48 003	Bingham Caretaker	2,737.80	1,379.16	1,283.00	1,308.00	1,334.00	
576 80 48 004	Community Center	7,669.04	6,321.99	5,954.00	6,073.00	6,194.00	
576 80 48 005	Senior Center	16,266.05	4,640.25	6,305.00	6,431.00	6,560.00	
576 80 48 006	Memorial Park	5,347.02	8,438.06	6,421.00	6,549.00	6,680.00	
576 80 48 007	Bingham Park	5,348.81	4,562.86	5,954.00	6,073.00	6,198.00	
576 80 48 008	North Township	0.00	72.59	0.00	0.00	0.00	(2025) ZERO (2026) zero
576 80 48 009	Hammer Square	3,625.94	6,094.32	7,005.00	7,145.00	7,288.00	
576 80 48 010	Office Equip	482.24	141.39	600.00	1,000.00	1,000.00	(2025) Misc Supplies (2026) Supplies.
576 80 48 011	Lions Roadside	141.10	0.00	475.00	484.00	500.00	
576 80 48 012	Harry Osborne	3,105.99	0.00	3,502.00	3,572.00	3,644.00	
576 80 48 013	Tesarik Park	3,166.43	2,500.00	5,151.00	5,254.00	5,359.00	
576 80 48 014	Winnie Houser Park	4,311.62	2,485.35	4,578.00	4,669.00	4,762.00	
576 80 48 015	Library	8,844.69	-1,996.71	2,081.00	3,000.00	1,000.00	(2025) Leased to YMCA, minimul maintenance needed, bldg exterior needs some siding work in 2025 (2026) BLDG Lease to YMCA, nothing planned for 2026
576 80 48 016	City Hall	38,493.44	16,269.53	66,000.00	45,000.00	45,000.00	(2025) Proposed secure rear lost with sally gates electric for city personnel onlye access. (Removed from Fund 001 595.21.62.000).
576 80 48 017	Museum	59.80	1,958.45	500.00	500.00	500.00	(2025) Building leased to SW Museum, minimul maintenance needed for 2nd floor apartments. (2026) 2nd floor apartments.
576 80 48 018	Off Leash Dog	0.00	0.00	561.00	572.00	583.00	
576 80 48 019	Skatepark	140.38	229.80	1,122.00	1,144.00	1,166.00	

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101 Parks & Facilities Fund

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576 80 48 020 Resource Conservation	1,086.00	0.00	1,000.00	1,000.00	1,000.00	(2025) LED Lighting upgrades, citywide (2026) LED lighting upgrades citywide.
576 80 48 021 Equipment	32,025.04	18,505.24	11,220.00	11,445.00	11,674.00	(2025) Fleet/equipment maintenance costs (2026) Fleet/equipment maintenance costs.
576 80 48 022 Evidence Garage	621.05	-114.03	2,288.00	3,500.00	1,000.00	(2025) Needs new siding and paint in 2025
576 80 48 023 205 North Reed	0.00	0.00	0.00	50.00	50.00	(2025) Misc Unoforseen
576 80 48 025 Olmsted Park	10.00	0.00	1,000.00	1,000.00	4,000.00	(2025) Partial year of operating new park, maintenance should be minimul (2026) first full year of operating new park.
576 80 48 026 CS Library	10,218.03	-7,345.66	5,100.00	6,000.00	6,000.00	(2025) Maintenance Contracts for CS Library, this is a passthrough with offsetting revenue to match. Matches Revenue number. (2026) Pass through with offesting revenue from CS library, should match revenue line.
576 80 48 101 M&O Fund 501	2,667.00	1,199.97	5,500.00	5,775.00	6,064.00	
576 80 48 500 Contracted Heavy Duty Cleaning	8,950.43	3,139.95	5,000.00	5,000.00	5,500.00	(2025) Annual floor wax and buff, senior center, comm center, carpet cleaning (2026) Outside contracted janitorial, annual buff and wax, exterior windows, and carpets.
060 Repairs & Maintenance	184,836.86	84,232.38	174,524.00	156,141.00	157,124.00	
800 Debt Service	0.00	0.00	0.00	0.00	0.00	
594 76 31 000 Buildings & Structures	41,984.18	16,220.36	60,000.00	85,000.00	65,000.00	(2025) 1. Comm Center Flooring \$50,000 2. 2025 Exterior Painting proj \$25,000 3. Senior Center patio 10,000 Below will be added back only if additional funding can be aquired. 4. Community center parking \$60,000 5. AC to fire station 2, 2nd floor \$30,000 REET 1 & 2 Suggested Funding (2026) Unidentified facilities maintenance project TBD. Potential HVAC, Roofing, painting, or flooring project. REET Funding
594 76 61 000 Riverfront Park	38,582.75	0.00	0.00	10,000.00	0.00	(2025) Extra off leash area for small dogs at dog park. Requested by many citizens. Fudning from impact fees.
594 76 61 001 Bingham Park	30,020.63	0.00	0.00	0.00	0.00	
594 76 61 003 Miscellaneous Park Upgrades	10,125.24	4,791.52	5,000.00	5,000.00	5,500.00	(2025) Misc Unforseen purchases, site furnishings, picnic tables, bike racks, benches, etc. Funding from impact fees. (2026) Annual upgrades of park site furnishings, PK Impact Fees.

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101 Parks & Facilities Fund

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594 76 63 014	Memorial Park	961,972.74	31,801.14	30,749.00	0.00	0.00	
594 76 63 025	Olmsted Park	55,924.08	131,285.00	2,125,000.00	2,439,720.00	0.00	(2025) Funding Sources: USHUD (331.14.00.101) -\$500,000 RCO (334.02.70.000) -\$624,720 Port (337.00.00.101) - \$400,000 PK Impact Fee (397.00.00.311) -\$486,000 ARPA (397.00.01.189) - 286,000 Sewer transfer (397.00.10.401) - \$143,000 = \$2,439,720
594 76 63 030	Reed Street Park	0.00	0.00	0.00	0.00	40,000.00	(2025) Funding is shifted to third quarter of 2026 2025 = \$0 2026= \$40,000 2027= \$100,000 Funding for Park Design/Concept. Lanscape, civil, geo, survey, and cultural resources. Proposed revenue from Pk Impact Fee Fund, needed to prepare for RCO application in 2026, matches council goals. (2026) Funding is shifted to third quarter of 2026 2025 = \$0 2026= \$40,000 2027= \$100,000 90% Civil plans, bid docs, and RCO grant application support for new park project. Matches council goal.
900	Capital Expenditures	1,138,609.62	184,098.02	2,220,749.00	2,539,720.00	110,500.00	
597 00 00 101	Equipment Replacement Fund 501	18,000.00	13,799.97	18,400.00	20,240.00	22,264.00	
597 00 03 505	Transfers-Out - PW Facility Fund 505	0.00	0.00	0.00	52,470.00	52,470.00	
950	Transfers	18,000.00	13,799.97	18,400.00	72,710.00	74,734.00	
576	Park Facilities	2,127,152.92	1,019,230.84	3,312,688.00	3,769,496.00	1,394,976.00	
582 10 01 101	Community Center Deposit Refund	33,805.00	26,215.00	20,000.00	25,000.00	20,000.00	(2025) Matches Revenue (2026) Matches Revenue line
582 10 02 101	Senior Center Deposit Refund	0.00	200.00	500.00	500.00	500.00	(2025) Matches Revenue (2026) Matches Revenue item

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101 Parks & Facilities Fund

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580	Non Expenditures	33,805.00	26,415.00	20,500.00	25,500.00	20,500.00	
TOTAL EXPENDITURES:		2,160,957.92	1,045,645.84	3,333,188.00	3,794,996.00	1,415,476.00	
FUND GAIN/LOSS:		-4,620.06	-110,207.16	392.00	11,684.00	-10,000.00	

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102 Cemetery Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 102 Real & Psnl Property Taxes	95,796.24	43,559.14	79,000.00	114,500.00	115,000.00	
310 Taxes	95,796.24	43,559.14	79,000.00	114,500.00	115,000.00	
343 60 01 102 Cemetery Fees Non-Taxable	62,575.00	48,165.00	85,280.00	62,000.00	62,000.00	
343 60 02 102 Cemetery Fees Taxable	16,497.00	6,075.00	16,000.00	16,000.00	16,000.00	
340 Charges For Goods & Services	79,072.00	54,240.00	101,280.00	78,000.00	78,000.00	
361 11 00 102 Investment Interest	300.00	300.00	300.00	0.00	300.00	
369 10 00 102 Sale Of Surplus	0.00	9,810.00	0.00	0.00	0.00	
360 Interest & Other Earnings	300.00	10,110.00	300.00	0.00	300.00	
397 00 00 106 Endowment Transfer	5,522.00	0.00	0.00	52,000.00	0.00	(2025) Transfer from fund 106 to fund Estate Niche project.
397 Interfund Transfers	5,522.00	0.00	0.00	52,000.00	0.00	
TOTAL REVENUES:	180,690.24	107,909.14	180,580.00	244,500.00	193,300.00	
536 20 11 000 Salaries	74,007.46	55,148.09	67,000.00	68,000.00	71,000.00	(2025) Additional 1.0 FTE for Assistant PW Operations Supervisor, split between 101, 102, 103, 425. (2026) From 2025: Additional 1.0 FTE for Assistant PW Operations Supervisor, split between 101, 102, 103, 425.
536 20 12 000 Extra Help	15,456.50	15,389.86	13,000.00	15,500.00	16,000.00	(2025) 1 Employee, 4 months, plus 2 partial months = \$15,500 (2026) 1 employee 4 months, plus 2 partial months = \$16,000
536 20 13 000 Overtime	1,767.74	2,271.21	2,000.00	2,750.00	2,800.00	(2026) Saturday, Sunday Services
536 20 21 001 Industrial Insurance	1,942.30	1,152.25	2,000.00	900.00	900.00	
536 20 22 001 Social Security	6,527.34	5,441.78	7,000.00	7,000.00	7,000.00	
536 20 23 001 PERS Retirement	7,302.99	5,345.40	8,000.00	7,000.00	7,000.00	
536 20 24 001 Unemployment	269.29	70.06	200.00	200.00	200.00	
536 20 25 001 Medical/Dental/Vision	14,170.79	11,880.96	15,000.00	16,000.00	16,000.00	
536 20 26 050 Washington Sick Leave	253.56	0.00	200.00	200.00	200.00	
010 Cemetery Services	121,697.97	96,699.61	114,400.00	117,550.00	121,100.00	
536 20 31 000 Office Supplies	41.92	170.15	561.00	572.00	583.00	(2025) 2% inflationary increase (2026) 2% inflationary increases above 2025 amounts.
536 20 31 010 Operating Supplies	368.38	978.05	2,165.00	2,208.00	2,252.00	(2025) 2% inflationary increase
536 20 32 000 Auto Fuel/Diesel	2,197.62	2,264.76	3,714.00	3,714.00	3,788.00	(2025) us eia projects net decrease in fuel prices for 2025

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536 20 32 001	Propane	528.16	1,023.07	1,201.00	1,200.00	1,224.00	
536 20 34 000	Liners	9,980.64	775.00	8,240.00	8,405.00	8,573.00	(2025) Casket liners, urn vaults, shutters,
536 20 35 000	Small Tools/Minor Equip	524.83	187.40	906.00	1,000.00	1,020.00	(2025) Weed eaters, shovels, misc small tools, (2026) Shovels, weed eaters, rakes, etc.
536 20 35 010	Safety Equipment	45.64	164.70	953.00	972.00	992.00	(2025) PPE, Boots, (2026) PPE, plus boots.
020	Supplies	13,687.19	5,563.13	17,740.00	18,071.00	18,432.00	
536 20 41 000	Professional Services	0.00	1,826.25	0.00	0.00	0.00	(2025) Nothing planned for 2025 (2026) Nothing Planned.
536 20 42 010	Postage	61.58	42.67	0.00	30.00	30.00	
536 20 42 020	Telephone	1,467.17	749.06	2,002.00	2,000.00	2,100.00	(2025) Cell phones, Ipads (2026) Cell phones, ipad.
536 20 43 000	Meals/Travel	0.00	0.00	170.00	170.00	170.00	
536 20 44 010	Taxes And Assessments	1,594.50	960.47	2,800.00	2,800.00	2,856.00	
536 20 46 000	Insurance	13,574.79	0.00	14,000.00	16,426.00	18,068.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
536 20 47 000	Public Utilities	3,114.17	2,141.27	3,188.00	3,411.00	3,683.00	(2025) PSE 7.83% PUD 5% (2026) PSE 9.28% PUD 5%
536 20 48 010	Repair/maint-Office Equip	0.00	16.28	80.00	85.00	90.00	
536 20 48 020	Repair/Maint-Headstones	651.53	315.14	561.00	572.00	583.00	
536 20 48 030	Repair/Maintenance-Land	1,455.82	882.87	1,530.00	1,560.00	1,591.00	
536 20 48 040	Repair/Maint-Equip & Bldg	2,418.68	1,846.64	3,750.00	6,500.00	4,000.00	(2025) Additional dollars budget in 2025 to repair rotting wood on main cemetery bldg exterior.
536 20 48 050	Repair/Maint-Northern State Cemetery	254.94	0.00	500.00	510.00	500.00	
536 20 48 102	M&O Fund 501	1,778.04	825.03	3,700.00	3,885.00	4,079.00	
536 20 49 000	Misc-Dues/Subscriptions	1,759.80	1,700.00	2,650.00	250.00	250.00	(2025) 1. WCCFA Dues (2026) WSCCFA Dues
536 20 49 010	Misc-Tuition/Registration	200.00	16.55	280.00	285.00	285.00	(2025) First aid certs for 1 employee, (2026) 1. Various Certs for 1 employee
536 20 49 020	Miscellaneous	576.19	176.82	660.00	673.00	675.00	
536 20 49 030	Misc-laundry	54.08	13.81	560.00	560.00	580.00	
591 20 70 102	Subscription IT (SBITA) - Cemetery	0.00	0.00	0.00	3,450.00	3,550.00	(2025) 1. CIMS, Burialsearch.com hosting fees (2026) 1. Burial search.com, CIMS hosting annual fees.
030	Services & Charges	28,961.29	11,512.86	36,431.00	43,167.00	43,090.00	
900	Capital Expenditures	0.00	0.00	0.00	0.00	0.00	
597 00 00 102	Equipment Replacement Fund 501	12,000.00	9,150.03	12,200.00	13,420.00	14,762.00	

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102 Cemetery Fund

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950	Transfers	12,000.00	9,150.03	12,200.00	13,420.00	14,762.00	
536	Cemetery	176,346.45	122,925.63	180,771.00	192,208.00	197,384.00	
589 30 11 102	DO NOT USE - Sales Tax Remittance	1,077.18	468.72	0.00	0.00	0.00	
580	Non Expenditures	1,077.18	468.72	0.00	0.00	0.00	
594 36 63 000	Cemetery	5,522.00	0.00	0.00	52,000.00	0.00	(2025) Six Sided Estate Niche Columbarium, suggested endowment transfer to fund project.
900	Capital Expenditures	5,522.00	0.00	0.00	52,000.00	0.00	
594	Capital Expenditures	5,522.00	0.00	0.00	52,000.00	0.00	
TOTAL EXPENDITURES:		182,945.63	123,394.35	180,771.00	244,208.00	197,384.00	
FUND GAIN/LOSS:		-2,255.39	-15,485.21	-191.00	292.00	-4,084.00	

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Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 103	Real & Psnl Property Taxes	376,653.44	221,688.79	402,061.00	403,000.00	403,000.00	
313 11 00 103	Sales & Use Tax	225,893.25	207,632.47	225,180.00	257,570.00	265,290.00	(2025) 5% above 2024 projection, \$257,570. (2026) 3% above 2025 projections, \$265,290.
310	Taxes	602,546.69	429,321.26	627,241.00	660,570.00	668,290.00	
336 00 71 000	Multimodal Tax	16,347.58	16,022.97	16,512.00	17,000.00	17,000.00	
336 00 87 000	Motor Vehicle Fuel Tax-City	233,118.99	184,638.51	235,296.00	240,000.00	242,000.00	
330	Intergovernmental Revenues	249,466.57	200,661.48	251,808.00	257,000.00	259,000.00	
344 10 00 103	Fees & Charges	139.39	100.00	100.00	0.00	0.00	
340	Charges For Goods & Services	139.39	100.00	100.00	0.00	0.00	
361 11 00 103	Investment Interest	1,200.00	1,200.00	1,200.00	1,500.00	1,200.00	
360	Interest & Other Earnings	1,200.00	1,200.00	1,200.00	1,500.00	1,200.00	
395 20 00 103	Insurance Recoveries	7,700.56	0.00	0.00	0.00	0.00	
390	Other Financing Sources	7,700.56	0.00	0.00	0.00	0.00	
397 00 00 103	Operating Transfer In - REET II	28,808.61	88,698.27	150,000.00	100,000.00	100,000.00	(2025) Resurfacing Project between REET I and II, \$150,000 595.30.63.020. Sidewalks between REET I and II, \$50,000 542.61.48.000 (2026) Resurfacing Project between REET I and II, \$150,000 595.30.63.020. Sidewalks between REET I and II, \$50,000 542.61.48.000
397 00 03 103	Transfers-In - Special Projects	0.00	0.00	0.00	76,413.00	104,000.00	(2025) \$58,000 Streets, \$18,413 streetlights infront of City Hall (2026) \$104,000 Streets
397 00 03 189	Transfer-In from ARPA	7,602.00	0.00	0.00	0.00	0.00	
397 00 05 103	Operating Transfer In-REET I	28,808.60	88,698.26	150,000.00	100,000.00	100,000.00	(2025) Resurfacing Project between REET I and II, \$150,000 595.30.63.020. Sidewalks between REET I and II, \$50,000 542.61.48.000 (2026) Resurfacing Project between REET I and II, \$150,000 595.30.63.020. Sidewalks between REET I and II, \$50,000 542.61.48.000
397 00 05 115	Transfer-In From Council Reserve 115	11,000.00	0.00	0.00	0.00	0.00	
397	Interfund Transfers	76,219.21	177,396.53	300,000.00	276,413.00	304,000.00	

2025 - 2026 BUDGET

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Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:		937,272.42	808,679.27	1,180,349.00	1,195,483.00	1,232,490.00	
542 30 11 000	Salaries	217,291.56	162,350.64	238,200.00	257,000.00	270,000.00	
542 30 12 000	Extra Help	18,732.99	5,760.00	14,000.00	0.00	0.00	(2025) Original \$15,000 now funding Maintenance Operator I. (2026) \$15,000 original moved to Maintenance Operator I
542 30 13 000	Overtime	5,329.25	3,624.01	5,000.00	5,500.00	5,800.00	(2025) 1. Loggerodeo 2. Snow & Ice control 3. Various call outs (2026) 1. Loggerodeo 2. Snow & Ice control 3. Various call outs
542 30 21 001	Industrial Insurance	5,068.17	2,647.88	6,000.00	7,000.00	7,000.00	
542 30 22 001	Social Security	17,821.77	12,707.27	20,000.00	21,000.00	22,000.00	
542 30 23 001	PERS Retirement	23,513.73	15,199.44	25,000.00	24,000.00	26,000.00	
542 30 24 001	Unemployment	671.86	215.03	600.00	600.00	600.00	
542 30 25 001	Medical/Dental/Vision	52,278.66	35,746.30	62,000.00	70,000.00	72,000.00	
542 30 26 050	Washington Sick Leave	638.43	0.00	500.00	500.00	500.00	
542 30 28 000	Employee Wellness	0.00	0.00	0.00	1,145.00	0.00	(2025) Gym Reimbursements 3 employees. Wellness lunch coordination.
010	Street Services	341,346.42	238,250.57	371,300.00	386,745.00	403,900.00	
542 30 31 000	Operating Supplies	11,962.66	10,243.02	12,851.00	13,108.00	13,370.00	(2025) Misc supplies to operate department. 2% inflation increase over 2024 amount. (2026) 2% inflation increases over 2025 amounts.
542 30 31 010	Operating Supplies-Propane	421.93	632.23	1,122.00	1,122.00	1,144.00	
542 30 31 020	Operating Supplies - Herbicide	2,254.64	2,069.17	6,000.00	6,120.00	6,242.00	(2025) Roadside herbicide applications, japanese knotweed control SCPW interlocal. (2026) Roadside applications & SCPW interlocal for noxious weed control
542 30 32 000	Auto Fuel/Diesel	17,773.31	10,003.59	19,380.00	19,380.00	19,767.00	(2025) US EIA projects no net fuel price increases for 2025
542 30 35 000	Small Tools/Minor Equip	4,178.36	6,366.75	6,868.00	7,005.00	7,145.00	(2025) Misc hand tools, weed eaters, small power equipment.
542 30 35 010	Safety Equipment	2,656.47	2,154.61	2,652.00	2,705.00	2,759.00	(2025) PPE, Boots, hi viz vests, misc. (2026) PPE, Boots, hi viz equip
030	Supplies	39,247.37	31,469.37	48,873.00	49,440.00	50,427.00	
542 30 41 000	Professional Services	1,394.61	908.28	3,000.00	3,000.00	4,000.00	(2025) Annual Bridge Inspections SCPW, and misc. (2026) Annual Bridge inspections SCPW interlocal, and other MISC.
542 30 42 020	Telephone	3,139.27	2,193.86	1,500.00	3,200.00	3,264.00	(2025) Cell phones & tablets (2026) Iphones & tablets
542 30 43 000	Travel	0.00	0.00	560.00	560.00	560.00	(2025) Nothing planned

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542 30 45 000 Rental-Equipment	3,934.16	0.00	3,450.00	3,500.00	3,500.00	(2025) Misc Needs, dozer for Bassett Rd.
542 30 48 000 Repair/Maint-Streets	400.47	0.00	0.00	0.00	0.00	
542 30 48 001 Crack/Slurry Seals	0.00	0.00	5,600.00	5,600.00	5,700.00	
542 30 48 002 Crushed Aggregate	17,654.25	15,683.99	23,500.00	23,970.00	24,450.00	(2026) Crushed gravel for alley and shoulder maintenance.
542 30 48 003 Asphalt Materials	5,719.54	5,141.92	7,461.00	7,610.00	7,763.00	(2025) Hot & Cold Asphalt Products for pot hole patching. (2026) Hot & Cold mix asphalt products for patching
542 30 48 005 Street Tree Maintenance	705.90	3,230.85	5,050.00	5,050.00	5,050.00	(2025) Misc Contracted Tree Removal (2026) Misc Contracted Tree removal or work.
542 30 48 010 Repair/Maintenance-Equip	30,056.77	5,010.09	30,807.00	31,423.00	32,051.00	(2025) Maintenance of Fleet (2026) Fleet maintenance expenses
542 30 49 000 Misc-Laundry	457.11	211.38	1,020.00	1,020.00	1,040.00	
542 30 49 010 Misc-Dues/Subscriptions	2,140.17	2,723.58	2,754.00	500.00	500.00	(2026) Misc
542 30 49 020 Misc-Judgment & Damages	0.00	0.00	1,325.00	1,325.00	1,351.00	
542 30 49 030 Misc-Tuition/Registration	285.10	2,017.00	1,530.00	1,550.00	1,600.00	(2025) First aid, BNSF, Forklift, Herbicide Licences, (2026) Various Certs/licences, First aid, Forklift, BNSF, Herbicide,
542 30 49 040 CDL Endorcement Fees	672.00	934.00	1,326.00	1,325.00	1,351.00	(2025) CDL Physicals, and licence reimbursements for 5 employees. (2026) CDL physicals, and reimbursements.
591 30 70 103 Subscription IT (SBITA) - Streets	0.00	0.00	0.00	2,306.00	2,400.00	(2025) 1. Iworq Pavement Management Program, Iworq Street sign management program, RICOH Copier Lease (2026) 1. Iworq pavement management module, sign maintenance management module. 2. Ricoh copier lease.
040 Services & Charges	66,559.35	38,054.95	88,883.00	91,939.00	94,580.00	
542 61 31 000 Operating Supplies	80.54	-17.90	2,600.00	0.00	0.00	
542 61 48 000 Repair/Maint Sidewalk (REET)	7,029.73	37,104.31	50,000.00	50,000.00	50,000.00	(2025) Sidwalk Projects, Funded by REET 1 & 2 25,000 for trip hazard removal, 25,000 for other replacement projects. (2026) Misc Sidwalk work, REET Funded. Need to show REET incoming transfer.
542 61 48 001 Sidewalk Replacement Partnership	3,503.49	0.00	3,150.00	3,150.00	3,150.00	(2025) Funding, to support sidewalk replacement partnership. (2026) Sidwalk replacement partnership program.
050 Sidewalks	10,613.76	37,086.41	55,750.00	53,150.00	53,150.00	
542 63 47 000 Public Utilities	138,811.46	123,803.86	150,000.00	150,000.00	165,000.00	(2025) Street lighting, PSE Projects -.02% decrease for street lights in 2025 (2026) PSE Street lighting rate increase 9.16% for 2026

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542 63 48 000	Repairs/Maintenance	16,189.76	6,543.15	3,500.00	21,983.00	3,600.00	(2025) Funding to repair the 36 city owned street lights on Metcalf Street \$3,570. Streetlights infront of City Hall \$18,413 North Coast Electric Purchase. (2026) Funding for repairs/maint of the 36 city owned streetlights on Metcalf.
060	Street Lighting	155,001.22	130,347.01	153,500.00	171,983.00	168,600.00	
542 64 31 000	Operating Supplies	45.48	3,300.48	0.00	0.00	0.00	
542 64 31 001	Painting & Striping Supplies	23,851.30	8,121.01	20,000.00	20,000.00	20,400.00	(2025) Road paint, hot applied thermoplastic, stencils, torch down products.
542 64 31 002	Traffic Control Devices	15,265.37	6,240.09	4,087.00	5,000.00	5,100.00	(2025) R&M for signals, LED Stop signs & crosswalk signals, etc. (2026) R&M for signals, LED stop signs, Crosswalks signals, etc.
542 64 31 003	Temporary Devises TCCD	162.90	0.00	3,162.00	3,400.00	3,468.00	(2025) Cones, barricades, candles, road construction signs, etc.. (2026) Cones, barricades, candles, other TTCD
542 64 31 004	Street Sign Materials	14,411.72	9,659.99	13,000.00	14,000.00	14,280.00	(2025) Signs, posts, hardware, for ongoing MUTCD compliance work. (2026) MUTCD Street sign compliance activities, Signs, posts, and hardware.
070	Traffic Control	53,736.77	27,321.57	40,249.00	42,400.00	43,248.00	
542 65 44 000	Taxes & Assessments	10.00	20.00	65.00	65.00	70.00	
542 65 48 000	Repair Parking	3,525.73	0.00	3,000.00	3,100.00	3,200.00	(2025) Wheel stops, ADA signage for city owned parking lots, (2026) Wheel Stops & Repairs to city owned parking lots.
080	Parking Facilities	3,535.73	20.00	3,065.00	3,165.00	3,270.00	
542 66 31 000	Operating Supplies	3,005.04	0.00	8,500.00	8,500.00	8,670.00	(2025) Salt/Sand Mix Purchased from SCPW, 8/1 mixture (2026) 8/1 salt sand mix for snow & ice control.
090	Snow & Ice Control	3,005.04	0.00	8,500.00	8,500.00	8,670.00	
100	Street Cleaning	0.00	0.00	0.00	0.00	0.00	
110	General Services	0.00	0.00	0.00	0.00	0.00	
542 30 48 103	M&O Fund 501	13,040.04	5,850.00	26,600.00	27,930.00	29,327.00	
543 30 41 000	Advertising	112.98	0.00	1,122.00	1,122.00	1,150.00	(2025) Legal notices, potential employment ads. (2026) legal notices, potential employment ads.
543 30 46 000	Insurance	68,398.72	0.00	0.00	82,763.00	91,039.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.

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120	General Services & Charges	81,551.74	5,850.00	27,722.00	111,815.00	121,516.00	
595 30 63 020	Resurfacing Projects	50,587.48	144,815.82	250,000.00	150,000.00	150,000.00	(2025) Chip seals, slurry seals, overlays for local access streets. Project list to be determined. (2026) Local Access Resurfacing Projects, list to be determined, REET funded. Need to show incoming REET transfer.
900	Capital Expenditures	50,587.48	144,815.82	250,000.00	150,000.00	150,000.00	
597 00 00 103	Equipment Replacement Fund 501	87,999.96	67,349.97	89,800.00	98,780.00	108,658.00	
597 00 05 505	Transfers-Out - PW Facility Fund 505	0.00	0.00	0.00	20,750.00	20,750.00	
950	Transfers	87,999.96	67,349.97	89,800.00	119,530.00	129,408.00	
542	Streets - Maintenance	893,184.84	720,565.67	1,137,642.00	1,188,667.00	1,226,769.00	
TOTAL EXPENDITURES:		893,184.84	720,565.67	1,137,642.00	1,188,667.00	1,226,769.00	
FUND GAIN/LOSS:		44,087.58	88,113.60	42,707.00	6,816.00	5,721.00	

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333 20 20 076	STPUS - SR20/SR9-Township Int Impr - LA9392	242,269.95	0.00	0.00	0.00	0.00	
333 20 20 077	STPUS - SR20 Cascade Trail Phase 2A LA-9393	11,553.44	25,139.96	91,504.00	838,763.00	0.00	(2025) Phase Cost Federal REET PE \$160,000 \$838,763 \$130,905 RW \$14,668 CN \$795,000 Total \$838,763
333 20 20 079	STBGUM - John Liner Rd Bike-Ped - LA 10455	831.00	56,913.92	152,723.00	43,250.00	49,305.00	(2025) Remaining PE \$107,866 2025 \$50,000 Fed \$43,250 Loc \$6,750 2026 \$57,000 Fed \$49,305 Loc \$7,695 (2026) 2026 PE \$57,000 Fed \$49,305 Loc \$7,695
333 20 20 080	STBGUM - John Line Rd Arterial - LA 10752	0.00	2,412.78	226,111.00	102,994.00	319,244.00	(2025) 2025 PE \$119,068 Fed \$102,994 Loc \$16,074 2026 PE/RW \$369,068 Fed\$319,244 Loc49,824 (2026) 2026 PE/RW \$369,068 Fed \$319,244 Loc \$49,824
334 03 60 001	TIB - Jones/JLR BNSF	0.00	0.00	0.00	0.00	1,664,000.00	(2026) Based on proposed TIB Grant application CN \$2,080,000 TIB\$1,664,000 Loc\$416,00
334 03 60 104	TIB - Jones/JLR BNSF	0.00	0.00	0.00	370,560.00	0.00	(2025) 2025 PE/RW \$463,200 TIB\$370,560 Loc \$92640 2026 CN \$2,080,000 TIB \$1,664,000 Loc \$416,000
334 03 80 083	TIB UAP - SR9-John Liner-McGarigle	68,620.29	124,188.73	1,297,416.00	1,880,000.00	0.00	
334 03 80 084	TIB Complete Streets 2023-2025	0.00	0.00	403,878.00	0.00	0.00	
334 03 80 085	TIB APP Sch A Cook Rd	6,854.14	372,515.86	0.00	0.00	0.00	
334 03 80 105	TIB APP Sch A PVT & Ped	0.00	0.00	398,233.00	0.00	0.00	
334 03 80 106	TIB EOCS Sch F Pvt & Ped	0.00	0.00	422,552.00	0.00	0.00	
337 00 00 085	Skagit Co ILA - Cook Rd Overlay	0.00	70,383.68	0.00	0.00	0.00	
330	Intergovernmental Revenues	330,128.82	651,554.93	2,992,417.00	3,235,567.00	2,032,549.00	
361 11 00 104	Investment Interest	3,000.00	500.00	0.00	500.00	500.00	
362 00 00 001	SWSD Lease - 632 Cook Road	400.00	600.00	0.00	0.00	0.00	

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369 91 00 104 Miscellaneous Income	1,147.07	0.00	0.00	0.00	0.00	
360 Interest & Other Earnings	4,547.07	1,100.00	0.00	500.00	500.00	
397 00 14 301 Capital Projects Transfer-REET I	84,216.96	0.00	312,024.00	489,273.00	324,250.00	(2025) Transportation Plan \$ 60,000 Jones/JLR RR Undercrossing \$ 92,640 Cascade Trail 2A \$130,905 SR 9/JLR Roundabout \$470,000 Local Access SW Repair \$ 25,000 Local Access Maint \$ 150,000 Parks \$ 50,000 Total \$ 978,545 REET 1 \$489,273 REET 2 \$489,273 (2026) JLL RR Undercrossing \$416,000 match Cascade Trail 2B PE \$ 7,500 Local Access SW \$ 25,000 Local Access Maint \$150,000 Parks \$ 50,000
397 00 14 302 Capital Projects Transfer-REET II	84,216.97	0.00	312,024.00	489,273.00	324,250.00	(2025) Transportation Plan \$ 60,000 Jones/JLR RR Undercrossing \$ 92,640 Cascade Trail 2A \$130,905 SR 9/JLR Roundabout \$470,000 Local Access SW Repair \$ 25,000 Local Access Maint \$ 150,000 Parks \$ 50,000 Total \$ 978,545 REET 1 \$489,273 REET 2 \$489,273 (2026) JLL RR Undercrossing \$416,000 match Cascade Trail 2B PE \$ 7,500 Local Access SW \$ 25,000 Local Access Maint \$150,000 Parks \$ 50,000
397 00 14 304 Transfer From 304 TBD	261,315.00	0.00	334,023.00	122,824.00	157,519.00	(2025) JLR Bike/ Ped \$6,750 match JLR Arterial \$16,074 match Arterial Maint Projects \$100,000 (2026) JLR Bike Ped \$ 7,695 JLR Arterial Improve \$49,824 Arterail Maint \$100,000

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397 00 14 314 Transfer From 314 Transportation Impact Fees	0.00	0.00	344,023.00	127,187.00	144,000.00	(2025) 2025 Paving Program TIB \$720,728 Loc \$127,187 (2026) 2026 Paving Program Estimate
397 Interfund Transfers	429,748.93	0.00	1,302,094.00	1,228,557.00	950,019.00	
TOTAL REVENUES:	764,424.82	652,654.93	4,294,511.00	4,464,624.00	2,983,068.00	
595 30 63 085 Cont - Sch A Cook Rd Overlay	434,491.78	0.00	0.00	0.00	0.00	
308 Beginning Balances	434,491.78	0.00	0.00	0.00	0.00	
544 40 41 000 Transportation Plan Update	9,908.00	22,357.75	90,000.00	60,000.00	0.00	(2025) Remaining 2025 effort
544 40 41 010 MPO RTPO Match	0.00	0.00	10,404.00	0.00	0.00	
544 Road & Street Operations	9,908.00	22,357.75	100,404.00	60,000.00	0.00	
559 30 01 104 Utility Payments on Redevelopment of Property for Resale - 900 McGarigle	0.00	353.22	0.00	0.00	0.00	
559 30 01 105 Utility Payment on Redevelopment of Property for Resale - 827 John Liner	0.00	19.92	0.00	0.00	0.00	
559 Housing & Community Develop	0.00	373.14	0.00	0.00	0.00	
595 10 63 087 Eng - Sch A Pvt & Ped	0.00	116.64	8,368.00	0.00	0.00	
595 10 63 088 Eng - Sch B Pvt & Ped	0.00	0.00	5,397.00	0.00	0.00	
595 10 63 089 Eng - John Liner Rd Arterial	0.00	921.74	211,400.00	119,068.00	119,068.00	
595 20 63 087 RW - John Liner Rd Arterial	0.00	0.00	50,000.00	0.00	250,000.00	
595 30 63 012 Const - Cook Rd Pedestian Crossing	96,121.48	0.00	0.00	0.00	0.00	
595 30 63 013 Const - TIB Compl Streets 2023-25	0.00	417,373.97	403,878.00	0.00	0.00	
595 30 63 076 Const-SR20/SR9-Township Int Impr	209,701.18	833.92	0.00	0.00	0.00	
595 30 63 083 Const-SR 9-John Liner-McGarigle Intersection	0.00	0.00	0.00	2,350,000.00	0.00	(2025) CN \$2,044,000 CE \$306,000
595 30 63 086 Const - Sch B Jameson Overlay	193,593.26	0.00	0.00	0.00	0.00	
595 30 63 087 Const - Sch C Cook Overlay	61,846.36	0.00	0.00	0.00	0.00	
595 62 63 077 Const - Sch A 2024 Pvt & Ped	0.00	361,036.96	460,509.00	0.00	0.00	
595 62 63 078 Const - Sch B 2024 Pvt & Ped	0.00	168,884.28	205,350.00	0.00	0.00	
595 62 63 079 Const - Sch F 2024 Pvt & Ped	0.00	255,184.28	497,120.00	0.00	0.00	

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594	Capital Expenditures	561,262.28	1,204,351.79	1,842,022.00	2,469,068.00	369,068.00	
595 10 63 034	Eng - N Trail Rd - Bucko	0.00	1,035.00	54,000.00	0.00	0.00	
595 10 63 077	Eng-SR20 Cascade Trail Phase 2A	2,736.44	8,455.12	33,605.00	160,000.00	0.00	
595 10 63 078	Eng - Jones/John Liner BNSF Undercrossing Phase 2	0.00	0.00	0.00	393,200.00	0.00	
595 10 63 080	Eng-Jones/John Liner/Trail	1,050.00	36,165.08	100,000.00	0.00	0.00	
595 10 63 081	Eng - John Line Rd. Bike/Ped	19,041.69	47,733.72	158,477.00	50,000.00	57,000.00	
595 10 63 083	Eng-SR 9-John Liner-McGarigle Intersection	101,847.46	129,536.41	72,697.00	0.00	0.00	
010	Engineering	124,675.59	222,925.33	418,779.00	603,200.00	57,000.00	
595 20 63 082	RW Trail Road Extension	168,433.93	5,903.75	25,000.00	0.00	0.00	
595 20 63 083	RW-SR 9-John Liner-McGarigle Intersection	2,284.80	899,693.31	1,549,698.00	0.00	0.00	
595 20 63 084	RW - SR20 Cascade Trail - Phase 2A	7,501.32	16,984.68	72,180.00	44,000.00	0.00	(2025) Potential remaining row expenditures.
595 20 63 086	RW - Jones/John Liner BNSF Undercrossing - Phase 2	0.00	0.00	0.00	70,000.00	0.00	
020	Construction - Right of Way	178,220.05	922,581.74	1,646,878.00	114,000.00	0.00	
595 30 48 001	Arterial Maintenance	0.00	5,000.00	10,000.00	100,000.00	100,000.00	
595 30 63 046	Const - N Trail Rd - Bucko	0.00	0.00	272,000.00	0.00	0.00	
595 30 63 081	Const-Jones/John Liner BNSF Undercrossing	0.00	0.00	0.00	0.00	2,080,000.00	(2026) Based on proposed TIB Grant application
							CN \$2,080,000 TIB\$1,664,000 Loc\$416,00
595 62 63 076	Const - SR 20 Cascade Trail - Phase	0.00	0.00	0.00	795,000.00	0.00	
030	Construction - Roadways	0.00	5,000.00	282,000.00	895,000.00	2,180,000.00	
061	Construction - Sidewalks	0.00	0.00	0.00	0.00	0.00	
062	Construction - Pathways	0.00	0.00	0.00	0.00	0.00	
064	Construction - Traffic Control Devices	0.00	0.00	0.00	0.00	0.00	

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104 Arterial Street Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
950	Transfer	0.00	0.00	0.00	0.00	0.00	
595	Capital Expenditures- Streets	302,895.64	1,150,507.07	2,347,657.00	1,612,200.00	2,237,000.00	
TOTAL EXPENDITURES:		1,308,557.70	2,377,589.75	4,290,083.00	4,141,268.00	2,606,068.00	
FUND GAIN/LOSS:		-544,132.88	-1,724,934.82	4,428.00	323,356.00	377,000.00	

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105 Library Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
311 10 00 105 Real & Psnl Property Taxes	439,314.25	251,918.81	456,887.00	440,131.17	440,131.17	
310 Taxes	439,314.25	251,918.81	456,887.00	440,131.17	440,131.17	
361 11 00 105 Investment Interest	500.00	0.00	500.00	0.00	500.00	
360 Interest & Other Earnings	500.00	0.00	500.00	0.00	500.00	
TOTAL REVENUES:	439,814.25	251,918.81	457,387.00	440,131.17	440,631.17	
010 Library Services	0.00	0.00	0.00	0.00	0.00	
030 Supplies	0.00	0.00	0.00	0.00	0.00	
572 20 41 105 Library Joint Operation Services	86,333.36	0.00	103,970.00	87,214.00	87,214.00	(2025) Estimated property tax \$440,131.17 - debt service paymetns of \$352,917 = \$87,214. (2026) Estimated property tax \$440,131.17 - debt service paymetns of \$352,917 = \$87,214.
040 Services & Charges	86,333.36	0.00	103,970.00	87,214.00	87,214.00	
592 72 80 105 Interest On Interfund Loan	0.00	560.00	0.00	0.00	0.00	
800 Debt Service	0.00	560.00	0.00	0.00	0.00	
900 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	
572 Libraries	86,333.36	560.00	103,970.00	87,214.00	87,214.00	
591 72 71 105 Principal On 2019 LTGO Bond	206,254.00	0.00	212,875.00	219,708.00	226,760.00	(2025) Banner Bank. Interest payment in June and December. Principal payment in December. (2026) Banner Bank. Interest payment in June and December. Principal payment in December.
591 Debt Service - Principal Repayment	206,254.00	0.00	212,875.00	219,708.00	226,760.00	
592 72 81 105 Interest On 2019 LTGO Bond	146,609.35	69,965.86	140,042.06	133,209.00	126,156.00	(2025) Banner Bank. Interest payment in June and December. Principal payment in December. (2026) Banner Bank. Interest payment in June and December. Principal payment in December.

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105 Library Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
592	Debt Service - Interest Costs	146,609.35	69,965.86	140,042.06	133,209.00	126,156.00	
TOTAL EXPENDITURES:		439,196.71	70,525.86	456,887.06	440,131.00	440,130.00	
FUND GAIN/LOSS:		617.54	181,392.95	499.94	0.17	501.17	

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106 Cemetery Endowment Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
343 60 00 106 Cemetery Fees for Reserve	2,100.00	1,900.00	3,250.00	1,500.00	1,500.00	
340 Charges For Goods & Services	2,100.00	1,900.00	3,250.00	1,500.00	1,500.00	
TOTAL REVENUES:	2,100.00	1,900.00	3,250.00	1,500.00	1,500.00	
536 30 44 010 Taxes and Assessments	36.75	22.75	0.00	0.00	0.00	
030 Services & Charges	36.75	22.75	0.00	0.00	0.00	
536 Cemetery	36.75	22.75	0.00	0.00	0.00	
597 00 00 106 Transfers-Out - Cemetery Op	5,522.00	0.00	0.00	52,000.00	0.00	(2025) To Fund Niche Project
597 Interfund Transfers	5,522.00	0.00	0.00	52,000.00	0.00	
TOTAL EXPENDITURES:	5,558.75	22.75	0.00	52,000.00	0.00	
FUND GAIN/LOSS:	-3,458.75	1,877.25	3,250.00	-50,500.00	1,500.00	

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107 Parks Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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108 Lodging Tax Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
313 31 00 000 Hotel Motel Lodging	52,101.66	32,393.10	45,500.00	35,000.00	35,000.00	
310 Taxes	52,101.66	32,393.10	45,500.00	35,000.00	35,000.00	
361 11 00 108 Investment Interest	0.00	120.00	120.00	0.00	0.00	
360 Interest & Other Earnings	0.00	120.00	120.00	0.00	0.00	
TOTAL REVENUES:	52,101.66	32,513.10	45,620.00	35,000.00	35,000.00	
557 30 41 021 Public Works Department	0.00	9,000.00	9,000.00	0.00	0.00	
557 30 41 022 Lincoln Theatre	0.00	500.00	500.00	0.00	0.00	
557 30 41 000 Advertising	0.00	0.00	0.00	35,000.00	35,000.00	(2025) Will be moved to organizations BARS codes when approved by LTAC and council. (2026) Will be moved to organizations BARS codes when approved by LTAC and council.
557 30 41 010 Loggerodeo	20,000.00	0.00	10,000.00	0.00	0.00	
557 30 41 011 Chamber Of Commerce	12,000.00	7,500.00	15,000.00	0.00	0.00	
557 30 41 013 S-W Riding Club	0.00	0.00	6,150.00	0.00	0.00	
557 30 41 014 S-W Farmers Market	4,750.00	0.00	2,500.00	0.00	0.00	
557 30 41 015 S-W Museum	0.00	1,095.56	2,500.00	0.00	0.00	
557 30 41 016 S-W Rotary Summer Concert	4,500.00	0.00	5,000.00	0.00	0.00	
050 Services & Charges	41,250.00	8,595.56	41,150.00	35,000.00	35,000.00	
950 Transfers	0.00	0.00	0.00	0.00	0.00	
557 Community Services	41,250.00	18,095.56	50,650.00	35,000.00	35,000.00	
TOTAL EXPENDITURES:	41,250.00	18,095.56	50,650.00	35,000.00	35,000.00	
FUND GAIN/LOSS:	10,851.66	14,417.54	-5,030.00	0.00	0.00	

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109 Special Investigation Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
361 11 00 109 Investment Interest	130.00	150.00	150.00	0.00	0.00	
369 30 00 000 Evidence Confiscations	0.00	2,645.00	7,500.00	1,000.00	0.00	
369 40 00 109 Judgments & Settlements	257.21	0.00	0.00	0.00	0.00	
360 Interest & Other Earnings	387.21	2,795.00	7,650.00	1,000.00	0.00	
TOTAL REVENUES:	387.21	2,795.00	7,650.00	1,000.00	0.00	
521 21 41 000 State Fees	0.00	0.00	1,000.00	1,000.00	0.00	(2025) Expect there to be some potential sales of siexed vehicles in 2025 and this should cover taxes owed to state.
025 Operations Services & Charges	0.00	0.00	1,000.00	1,000.00	0.00	
594 21 64 109 Equipment	12,417.19	11,476.04	0.00	0.00	0.00	
921 Capital Expenditures	12,417.19	11,476.04	0.00	0.00	0.00	
521 Law Enforcement	12,417.19	11,476.04	1,000.00	1,000.00	0.00	
TOTAL EXPENDITURES:	12,417.19	11,476.04	1,000.00	1,000.00	0.00	
FUND GAIN/LOSS:	-12,029.98	-8,681.04	6,650.00	0.00	0.00	

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112 Code Enforcement Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
353 70 00 112 Code Enforcement Fines & Penalties	0.00	5,500.00	1,000.00	0.00	0.00	
359 00 00 112 Appeal Fees	100.00	0.00	0.00	0.00	0.00	
350 Fines & Penalties	100.00	5,500.00	1,000.00	0.00	0.00	
361 11 00 112 Investment Interest	200.00	200.00	200.00	0.00	0.00	
360 Interest & Other Earnings	200.00	200.00	200.00	0.00	0.00	
TOTAL REVENUES:	300.00	5,700.00	1,200.00	0.00	0.00	
515 31 47 000 Disposal Costs	0.00	0.00	2,500.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	2,500.00	0.00	0.00	
FUND GAIN/LOSS:	300.00	5,700.00	-1,300.00	0.00	0.00	

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113 Paths And Trails Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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114 Law Enforcement Sales Tax

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
313 15 00 001 Sales Tax - Jail (2/10)	763,938.33	646,437.15	658,600.00	746,461.00	746,461.00	
310 Taxes	763,938.33	646,437.15	658,600.00	746,461.00	746,461.00	
TOTAL REVENUES:	763,938.33	646,437.15	658,600.00	746,461.00	746,461.00	
523 60 41 022 Jail Sales Tax Pass Through 2/10	763,938.33	577,906.99	658,600.00	746,461.00	746,461.00	
523 Detension/Correction	763,938.33	577,906.99	658,600.00	746,461.00	746,461.00	
TOTAL EXPENDITURES:	763,938.33	577,906.99	658,600.00	746,461.00	746,461.00	
FUND GAIN/LOSS:	0.00	68,530.16	0.00	0.00	0.00	

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115 City Council Strategic Reserve

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
316 40 00 000 Utility Tax On Potable Water	36,000.00	43,473.69	0.00	0.00	0.00	
310 Taxes	36,000.00	43,473.69	0.00	0.00	0.00	
361 11 00 115 Investment Interest	350.00	350.00	350.00	0.00	0.00	
360 Interest & Other Earnings	350.00	350.00	350.00	0.00	0.00	
TOTAL REVENUES:	36,350.00	43,823.69	350.00	0.00	0.00	
597 00 01 205 Transfer To 2008 G.O. Bond Fund 205	50,000.00	50,000.00	50,000.00	0.00	0.00	
597 00 04 001 Transfers-Out To General Fund 001	300,000.00	0.00	0.00	0.00	0.00	
597 00 05 101 Transfers-Out -To Parks Facility #101	38,000.04	37,500.03	51,000.00	0.00	0.00	
597 00 05 103 Transfers-Out To Streets Fund 103	11,000.00	0.00	0.00	0.00	0.00	
597 Interfund Transfers	399,000.04	87,500.03	101,000.00	0.00	0.00	
TOTAL EXPENDITURES:	399,000.04	87,500.03	101,000.00	0.00	0.00	
FUND GAIN/LOSS:	-362,650.04	-43,676.34	-100,650.00	0.00	0.00	

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116 Affordable Housing - HB 1406

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
313 27 00 116 Affordable Housing Sales and Use Tax	14,078.85	11,643.96	14,500.00	14,000.00	14,000.00	
310 Taxes	14,078.85	11,643.96	14,500.00	14,000.00	14,000.00	
TOTAL REVENUES:	14,078.85	11,643.96	14,500.00	14,000.00	14,000.00	
551 00 00 116 Public Housing Services	0.00	22,878.36	25,000.00	0.00	0.00	
000	0.00	22,878.36	25,000.00	0.00	0.00	
597 00 00 117 Transfers-Out to Fund 117	0.00	10,388.90	10,389.00	0.00	0.00	
597 Interfund Transfers	0.00	10,388.90	10,389.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	33,267.26	35,389.00	0.00	0.00	
FUND GAIN/LOSS:	14,078.85	-21,623.30	-20,889.00	14,000.00	14,000.00	

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117 Housing and Related Services

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
313 25 00 000	Housing And Related Services Sale And Use Tax	263,068.94	242,144.20	258,606.00	275,000.00	275,000.00	
310	Taxes	263,068.94	242,144.20	258,606.00	275,000.00	275,000.00	
397 00 01 116	Transfer-In from Fund 116	0.00	10,388.90	10,389.00	0.00	0.00	
397	Interfund Transfers	0.00	10,388.90	10,389.00	0.00	0.00	
TOTAL REVENUES:		263,068.94	252,533.10	268,995.00	275,000.00	275,000.00	
551 00 00 117	Affordable Housing	10,388.90	0.00	0.00	0.00	0.00	
551 00 01 117	Affordable Housing - NOFA	0.00	97,210.88	109,100.00	0.00	0.00	
000		10,388.90	97,210.88	109,100.00	0.00	0.00	
TOTAL EXPENDITURES:		10,388.90	97,210.88	109,100.00	0.00	0.00	
FUND GAIN/LOSS:		252,680.04	155,322.22	159,895.00	275,000.00	275,000.00	

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118 National Opioid Settlement Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
369 40 00 118 Opioid Settlement	5,427.66	82,658.33	5,427.66	5,000.00	5,000.00	
360 Interest & Other Earnings	5,427.66	82,658.33	5,427.66	5,000.00	5,000.00	
397 00 00 118 Transfer In from General Fund	10,592.19	0.00	0.00	0.00	0.00	
397 Interfund Transfers	10,592.19	0.00	0.00	0.00	0.00	
TOTAL REVENUES:	16,019.85	82,658.33	5,427.66	5,000.00	5,000.00	
518 61 00 118 Opioid Expenditures	0.00	0.00	0.00	15,000.00	0.00	(2025) Possible K9 purchase (one-time) (2026) Possible Drug Task Force Support
518 Centralized Services	0.00	0.00	0.00	15,000.00	0.00	
597 00 01 118 Transfers Out - General Fund	0.00	0.00	0.00	7,000.00	7,000.00	(2025) Skagit Cty Drug Task Force (521.20.41.045) funding if applicable. (2026) Skagit Cty Drug Task Force (521.20.41.045) funding if applicable.
597 Interfund Transfers	0.00	0.00	0.00	7,000.00	7,000.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	22,000.00	7,000.00	
FUND GAIN/LOSS:	16,019.85	82,658.33	5,427.66	-17,000.00	-2,000.00	

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189 American Rescue Plan Act Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
579 03 00 189 Miscellaneous	331,496.73	25,500.00	25,500.00	0.00	0.00	
558 Planning & Community Devel	331,496.73	25,500.00	25,500.00	0.00	0.00	
597 00 02 002 Transfers-Out to General Fund	391,260.42	86,983.48	481,552.00	0.00	0.00	
597 00 02 103 Transfers-Out to Street Fund	7,602.00	0.00	0.00	0.00	0.00	
597 00 89 101 Transfer out to 101 Parks & Facilities	961,972.74	30,749.33	269,750.00	0.00	0.00	
597 Interfund Transfers	1,360,835.16	117,732.81	751,302.00	0.00	0.00	
TOTAL EXPENDITURES:	1,692,331.89	143,232.81	776,802.00	0.00	0.00	
FUND GAIN/LOSS:	-1,692,331.89	-143,232.81	-776,802.00	0.00	0.00	

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205 2008 G/O Bond Fund

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316 47 00 205 Utility Tax On Cell Phone	52,609.98	46,673.00	49,000.00	60,000.00	60,000.00	
310 Taxes	52,609.98	46,673.00	49,000.00	60,000.00	60,000.00	
361 11 00 205 Investment Interest	50.00	50.00	50.00	0.00	0.00	
360 Interest & Other Earnings	50.00	50.00	50.00	0.00	0.00	
397 00 00 115 Transfer Council Strategic Fund	50,000.00	50,000.00	50,000.00	0.00	0.00	
397 00 10 001 Transfer General Fund Subsidy	58,544.00	81,599.04	81,599.00	88,000.00	88,000.00	
397 Interfund Transfers	108,544.00	131,599.04	131,599.00	88,000.00	88,000.00	
TOTAL REVENUES:	161,203.98	178,322.04	180,649.00	148,000.00	148,000.00	
591 18 71 000 Bond Principal USDA	73,810.69	69,312.75	64,950.00	72,172.00	78,378.00	(2025) USDA_56-029**1276. Payment in August. (2026) USDA_56-029**1276. Payment in August.
592 18 83 000 Bond Interest USDA	76,739.06	81,237.00	85,605.20	75,149.00	75,401.00	(2025) USDA_56-029**1276. Payment in August. (2026) USDA_56-029**1276. Payment in August.
590 Debt Service	150,549.75	150,549.75	150,555.20	147,321.00	153,779.00	
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	
594 Capital Expenditures	150,549.75	150,549.75	150,555.20	147,321.00	153,779.00	
TOTAL EXPENDITURES:	150,549.75	150,549.75	150,555.20	147,321.00	153,779.00	
FUND GAIN/LOSS:	10,654.23	27,772.29	30,093.80	679.00	-5,779.00	

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230 1996 G/O Bond Redemption Func

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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301 1st 1/4% Real Estate Excise Tax Fu

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
318 34 00 301 REET 1 - First Quarter Percent	287,972.02	221,368.41	350,000.00	305,000.00	305,000.00	
310 Taxes	287,972.02	221,368.41	350,000.00	305,000.00	305,000.00	
361 11 00 301 Investment Interest	2,000.00	2,000.00	2,000.00	0.00	0.00	
360 Interest & Other Earnings	2,000.00	2,000.00	2,000.00	0.00	0.00	
TOTAL REVENUES:	289,972.02	223,368.41	352,000.00	305,000.00	305,000.00	
597 00 03 104 Operating Transfer Out - Arterials #104	84,216.96	0.00	307,024.00	489,273.00	324,250.00	
597 00 04 103 Operating Transfer Out-Streets #103	28,808.60	88,698.26	150,000.00	100,000.00	100,000.00	
597 00 06 101 Operating Transfer Out - Parks #101	23,541.33	7,977.50	42,500.00	42,500.00	32,500.00	(2025) \$85,000 Building & Structure (594.76.31.000), split between REET 1 and REET 2 = \$42,500 (2026) Building and Structures (594.76.31.000) \$65,000 split between REET 1 and REET 2, totaling \$32,500.
597 Interfund Transfers	136,566.89	96,675.76	499,524.00	631,773.00	456,750.00	
TOTAL EXPENDITURES:	136,566.89	96,675.76	499,524.00	631,773.00	456,750.00	
FUND GAIN/LOSS:	153,405.13	126,692.65	-147,524.00	-326,773.00	-151,750.00	

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302 2nd 1/4% Real Estate Excise Tax F

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
318 35 00 000 REET 2 - 2nd 1/4 Percent	287,971.98	221,368.38	350,000.00	305,000.00	305,000.00	
310 Taxes	287,971.98	221,368.38	350,000.00	305,000.00	305,000.00	
361 11 00 302 Investment Interest	2,000.00	2,000.00	2,000.00	0.00	0.00	
360 Interest & Other Earnings	2,000.00	2,000.00	2,000.00	0.00	0.00	
TOTAL REVENUES:	289,971.98	223,368.38	352,000.00	305,000.00	305,000.00	
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	
597 00 00 302 Transfer Parks 101	23,541.33	7,977.52	42,500.00	42,500.00	32,500.00	(2025) \$85,000 Building & Structure (594.76.31.000), split between REET 1 and REET 2 = \$42,500 (2026) Building and Structures (594.76.31.000) \$65,000 split between REET 1 and REET 2, totaling \$32,500.
597 00 03 302 Streets Fund 103	28,808.61	88,698.27	150,000.00	100,000.00	100,000.00	
597 00 14 104 Arterial Streets Fund 104	84,216.97	0.00	307,024.00	489,273.00	324,250.00	
597 Interfund Transfers	136,566.91	96,675.79	499,524.00	631,773.00	456,750.00	
TOTAL EXPENDITURES:	136,566.91	96,675.79	499,524.00	631,773.00	456,750.00	
FUND GAIN/LOSS:	153,405.07	126,692.59	-147,524.00	-326,773.00	-151,750.00	

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303 Building Maintenance Reserve

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
361 11 00 303 Investment Interest	450.00	450.00	450.00	0.00	0.00	
362 40 10 303 Senior Center Rental	850.00	500.00	1,500.00	1,000.00	1,000.00	
362 40 15 303 Apartment Rental	1,200.00	1,200.00	1,000.00	1,200.00	1,200.00	
362 40 20 303 Amphitheatre Rental (50%)	0.00	0.00	100.00	0.00	0.00	
360 Interest & Other Earnings	2,500.00	2,150.00	3,050.00	2,200.00	2,200.00	
TOTAL REVENUES:	2,500.00	2,150.00	3,050.00	2,200.00	2,200.00	
597 00 00 303 Transfer Parks/Building Maintenance Fund 101	0.00	0.00	5,000.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	5,000.00	0.00	0.00	
FUND GAIN/LOSS:	2,500.00	2,150.00	-1,950.00	2,200.00	2,200.00	

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304 Transportation Benefit District

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
317 60 00 000 Vehicle Fees	221,649.95	190,673.40	210,000.00	225,000.00	225,000.00	
310 Taxes	221,649.95	190,673.40	210,000.00	225,000.00	225,000.00	
361 11 00 000 Investment Interest	651.26	0.00	0.00	0.00	0.00	
361 11 00 304 Investment Interest	1,000.00	1,000.00	1,000.00	0.00	0.00	
360 Interest & Other Earnings	1,651.26	1,000.00	1,000.00	0.00	0.00	
TOTAL REVENUES:	223,301.21	191,673.40	211,000.00	225,000.00	225,000.00	
597 00 34 104 Transfer To Arterial Streets	261,315.00	0.00	334,023.00	122,824.00	157,519.00	
597 Interfund Transfers	261,315.00	0.00	334,023.00	122,824.00	157,519.00	
TOTAL EXPENDITURES:	261,315.00	0.00	334,023.00	122,824.00	157,519.00	
FUND GAIN/LOSS:	-38,013.79	191,673.40	-123,023.00	102,176.00	67,481.00	

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305 Library Construction Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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310 Police Mitigation Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
345 86 00 000 SEPA Mitigation Fees	52,352.28	11,632.48	8,000.00	12,000.00	12,000.00	
340 Charges For Goods & Services	52,352.28	11,632.48	8,000.00	12,000.00	12,000.00	
361 11 00 310 Investment Interest	300.00	300.00	300.00	0.00	0.00	
360 Interest & Other Earnings	300.00	300.00	300.00	0.00	0.00	
TOTAL REVENUES:	52,652.28	11,932.48	8,300.00	12,000.00	12,000.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	52,652.28	11,932.48	8,300.00	12,000.00	12,000.00	

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311 Parks Impact Fee Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
345 85 00 311 GMA Impact Fees (Parks)	245,178.84	139,163.90	200,000.00	215,000.00	215,000.00	
340 Charges For Goods & Services	245,178.84	139,163.90	200,000.00	215,000.00	215,000.00	
361 11 00 311 Investment Interest	1,200.00	1,200.00	1,200.00	0.00	0.00	
360 Interest & Other Earnings	1,200.00	1,200.00	1,200.00	0.00	0.00	
TOTAL REVENUES:	246,378.84	140,363.90	201,200.00	215,000.00	215,000.00	
597 00 00 311 Parks Fund 101	92,799.45	98,911.68	486,000.00	501,000.00	45,500.00	(2025) Expenditures: 486,000 Olmsted Construction (594.76.63.25) 5,000 misc park upgrades (594.76.61.003) 10,000 small dog off leash area (594.76.61.000) Totaling: \$501,000 Removed: 86,000, 205 N. Reed Design (594.76.63.030) (2026) 1. \$5,500 for annual site furnishings purchases, tables, benches, etc. (594.76.61.001) 2. \$40,000 for 205 N. Reed 100% plans and RCO application support. (594.76.63.030)
597 Interfund Transfers	92,799.45	98,911.68	486,000.00	501,000.00	45,500.00	
TOTAL EXPENDITURES:	92,799.45	98,911.68	486,000.00	501,000.00	45,500.00	
FUND GAIN/LOSS:	153,579.39	41,452.22	-284,800.00	-286,000.00	169,500.00	

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312 Fire Impact Fee Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
345 85 00 312 GMA Impact Fees (Fire)	56,120.12	42,710.30	40,000.00	45,000.00	45,000.00	
340 Charges For Goods & Services	56,120.12	42,710.30	40,000.00	45,000.00	45,000.00	
361 11 00 312 Investment Interest	550.00	550.00	550.00	0.00	0.00	
360 Interest & Other Earnings	550.00	550.00	550.00	0.00	0.00	
TOTAL REVENUES:	56,670.12	43,260.30	40,550.00	45,000.00	45,000.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	56,670.12	43,260.30	40,550.00	45,000.00	45,000.00	

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313 Public Safety Sales Tax Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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314 Transportation Impact Fee Reserv

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
345 85 00 314 GMA Impact Fees (Transportation)	218,791.71	125,752.49	61,000.00	145,000.00	145,000.00	
340 Charges For Goods & Services	218,791.71	125,752.49	61,000.00	145,000.00	145,000.00	
361 11 00 314 Investment Interest	1,000.00	1,000.00	1,000.00	0.00	0.00	
360 Interest & Other Earnings	1,000.00	1,000.00	1,000.00	0.00	0.00	
TOTAL REVENUES:	219,791.71	126,752.49	62,000.00	145,000.00	145,000.00	
597 00 02 104 Operating Transfer Out - Arterials	0.00	0.00	328,134.00	127,187.00	144,000.00	
597 Interfund Transfers	0.00	0.00	328,134.00	127,187.00	144,000.00	
TOTAL EXPENDITURES:	0.00	0.00	328,134.00	127,187.00	144,000.00	
FUND GAIN/LOSS:	219,791.71	126,752.49	-266,134.00	17,813.00	1,000.00	

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401 Sewer Operations Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
333 97 00 401	Federal Indirect Grant From Department Of Homeland Security	81,854.84	0.00	0.00	350,000.00	1,050,000.00	(2025) WWTP UPG (594.35.62.000): \$500,000 70% Grant, 30% transfer from reserve fund. 70% = \$350,000 333.97.00.401 placeholder for grant revenue. (2026) WWTP UPG (594.35.62.000): \$1,500,000.00 70% Grant, 30% Transfer/Loan 70% = \$1,050,000
334 01 80 401	State Direct/Indirect Grant From Military Department	4,221.84	0.00	0.00	0.00	0.00	
330	Intergovernmental Revenues	86,076.68	0.00	0.00	350,000.00	1,050,000.00	
343 50 00 000	Sewer Service Charges	4,435,682.24	3,893,003.37	4,584,500.00	4,791,130.00	4,934,870.00	(2025) Jan-Aug 2024 \$3,101,056, projected to \$4,651.583. 3% increase for 2025 \$4,791,130. 3% increase for 2026 \$4,934,870. (2026) Jan-Aug 2024 \$3,101,056, projected to \$4,651.583. 3% increase for 2025 \$4,791,130. 3% increase for 2026 \$4,934,870.
343 50 00 010	Utility Tax Collected	479,744.70	427,148.68	481,000.00	503,070.00	518,160.00	(2025) 10.5% of Sewer Services Charges (2026) 10% of Sewer Service Charges
343 55 00 000	Fertilizer Sales	1,417.95	1,297.35	1,300.00	1,300.00	1,300.00	
343 58 00 000	Collection Recoveries	11,203.71	1,929.84	20,000.00	10,000.00	10,000.00	
340	Charges For Goods & Services	4,928,048.60	4,323,379.24	5,086,800.00	5,305,500.00	5,464,330.00	
361 11 00 401	Investment Interest	7,600.00	7,900.00	7,900.00	7,900.00	7,900.00	
361 40 00 401	Interest On Personal Account	10,847.64	12,690.01	9,200.00	10,000.00	10,000.00	
369 91 00 401	Miscellaneous Income	5,165.94	0.00	0.00	0.00	0.00	
360	Interest & Other Earnings	23,613.58	20,590.01	17,100.00	17,900.00	17,900.00	
381 10 40 001	Interfund Loans Received	300,000.00	0.00	0.00	0.00	0.00	
380	Non Revenues	300,000.00	0.00	0.00	0.00	0.00	
397 00 01 410	Sewer Capital Projects Transfer	0.00	0.00	1,202,000.00	150,000.00	450,000.00	(2025) WWTP UPG (594.35.62.000): \$500,000 70% Grant, 30% transfer from reserve fund. 30% = \$150,000. (2026) WWTP UPG (594.35.62.000): \$1,500,000.00 70% Grant, 30% Transfer/Loan 30% = \$450,000
397	Interfund Transfers	0.00	0.00	1,202,000.00	150,000.00	450,000.00	

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401 Sewer Operations Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:		5,337,738.86	4,343,969.25	6,305,900.00	5,823,400.00	6,982,230.00	
535 80 35 030	Portable Equipment < \$5,000	13,837.93	30.93	0.00	0.00	0.00	
535 50 48 000	Maintenance Contracts	26,464.49	20,202.60	49,600.00	50,000.00	51,000.00	(2025) Increase by average rate of 2%
535 50 48 010	Maintenance Of Lines	80,511.44	53,841.29	81,224.00	100,000.00	102,000.00	(2025) With cost of inflation on these particular items, we increased our budget by 19%. Due to what we have spent on average every month this year.
535 50 48 020	Maint Of Pumping Equip	3,758.72	13,326.55	8,008.00	15,000.00	15,298.00	(2025) Due to parts failing and requiring a lot of maintenance, we have increased our budget 46.6%.
535 50 48 040	Maintenance Of Vehicles	13,728.07	5,679.68	5,000.00	5,100.00	5,200.00	
535 50 48 050	Maint Of General Equip	52,678.21	51,009.89	102,960.00	98,000.00	100,000.00	(2025) Due to what we have spent this year, it made sense to decrease this budget by 5%.
535 50 48 060	Maintenance Of Buildings	3,256.66	2,418.13	4,500.00	4,600.00	4,700.00	
005	Maintenance	180,397.59	146,478.14	251,292.00	272,700.00	278,198.00	
535 80 11 000	Salaries	719,891.30	736,319.29	1,034,000.00	1,029,000.00	1,093,000.00	(2025) Additional hours for intern. (2026) From 2025: Additional hours for intern.
535 80 12 000	Extra Help	2,664.77	11,487.01	8,000.00	8,000.00	8,000.00	
535 80 13 000	Overtime	4,540.64	6,396.31	8,000.00	8,000.00	8,000.00	
535 80 21 001	Industrial Insurance	11,997.73	9,138.98	14,000.00	27,000.00	27,000.00	
535 80 22 001	Social Security	53,979.60	55,187.41	81,000.00	80,000.00	85,000.00	
535 80 23 001	Pers Retirement	75,960.88	67,271.34	109,000.00	95,000.00	101,000.00	
535 80 24 001	Unemployment	1,895.45	868.46	3,000.00	3,000.00	3,000.00	
535 80 25 001	Medical/Dental/Vision	187,964.63	188,806.91	287,000.00	312,000.00	321,000.00	
535 80 26 050	Washington Sick Leave	1,792.55	0.00	2,000.00	2,000.00	2,000.00	
535 80 28 000	Employee Wellness	0.00	0.00	1,000.00	0.00	0.00	
010	Sewer Services	1,060,687.55	1,075,475.71	1,547,000.00	1,564,000.00	1,648,000.00	
535 80 31 000	Office Supplies	2,609.11	2,426.71	4,368.00	15,000.00	15,300.00	(2025) We will be in need of new desks and computers this year as we are short work stations as is.
535 80 31 010	Operating Supplies	32,164.34	13,922.55	25,000.00	25,500.00	26,000.00	
535 80 31 020	Op Supplies-Chemicals	5,170.01	11,746.01	5,500.00	15,000.00	15,300.00	(2025) Due to the inflation on chemicals and the need to use more, we have increased this budget by 67%.
535 80 31 030	Op Supplies Reimbursement - Fund 101	0.00	0.00	8,300.00	0.00	0.00	
535 80 32 000	Auto Fuel/Diesel	5,713.08	4,390.02	7,000.00	7,000.00	7,140.00	

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401 Sewer Operations Fund

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535 80 35 000	Small Tools & Minor Equip	3,232.26	1,973.56	2,912.00	4,000.00	4,160.00	(2025) We are looking to replace some of our old tools such as drills, saws, etc... that have required quite the amount of repairs.
535 80 35 010	Safety Equipment	2,951.68	2,806.56	2,288.00	4,000.00	4,000.00	(2025) We need to replace the battery in our AED Unit which is pretty costly.
535 80 35 020	Solids Handling	179,012.87	177,709.23	206,525.00	228,000.00	233,000.00	(2025) Due to inflation and the tillage fee going up, we have increased our budget accordingly to Boulder Parks rate increase.
030	Supplies	230,853.35	214,974.64	261,893.00	298,500.00	304,900.00	
535 80 41 000	Professional Services	54,326.50	55,500.91	89,149.00	76,000.00	77,000.00	
535 80 41 020	Collection Services	31,806.90	34,912.33	34,320.00	35,000.00	35,700.00	
535 80 41 030	Legal Publications	1,875.00	1,148.12	1,000.00	1,500.00	1,500.00	
535 80 41 040	Skagit Co Health Dept	0.00	0.00	300.00	0.00	0.00	
535 80 41 050	Skagit Co Solid Waste	0.00	0.00	3,000.00	0.00	0.00	
535 80 41 060	DOE Discharge Permit	18,562.67	19,608.00	19,400.00	19,500.00	20,000.00	
535 80 42 015	Postage	26,295.00	19,775.57	25,000.00	25,000.00	25,000.00	
535 80 42 020	Telephone	6,014.21	4,942.07	4,600.00	6,000.00	6,000.00	
535 80 42 030	Cell Phones	6,223.74	4,618.66	6,200.00	6,200.00	6,200.00	
535 80 43 000	Meals/Travel	312.41	803.54	4,368.00	1,500.00	1,500.00	
535 80 44 010	Taxes & Assessments	96,233.70	71,945.36	83,200.00	84,000.00	84,000.00	
535 80 44 020	Utility Tax - Municipal	479,744.70	381,722.99	481,000.00	503,070.00	518,160.00	(2025) 10.5% of Sewerr Service Charges, all three should tie 343.50.00.010, 535.80.44.020, 316.49.35.000.
535 80 45 000	Equipment Rental	0.00	0.00	5,000.00	0.00	0.00	
535 80 46 000	Insurance	156,385.62	0.00	91,500.00	189,227.00	208,149.27	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
535 80 47 000	Public Utilities	182,691.00	174,815.23	160,000.00	190,000.00	190,000.00	
535 80 48 000	Repair/Maintenance-Equip	0.00	45.18	1,040.00	1,060.00	1,080.00	
535 80 48 401	M&O Fund 501	16,301.04	7,274.97	33,300.00	34,965.00	36,713.00	
535 80 49 000	Laundry	740.66	391.63	1,000.00	1,000.00	1,000.00	
535 80 49 005	Judgements & Settlements	102.00	0.00	0.00	0.00	0.00	
535 80 49 010	Misc-Dues/Subscriptions	2,111.70	2,455.96	3,120.00	3,200.00	0.00	
535 80 49 030	Misc-Tuition/Registration	3,305.44	6,864.74	14,000.00	8,000.00	8,000.00	
535 80 49 040	Misc-Filing Fees/Lien Exp	804.25	254.68	37,000.00	5,000.00	5,000.00	
535 80 49 090	ICA-Support Allocation	465,946.22	524,086.65	698,782.23	339,446.00	407,336.00	
040	Services & Charges	1,549,782.76	1,311,166.59	1,796,279.23	1,529,668.00	1,632,338.27	
591 28 70 401	Leases + Subscription IT (SBITA) - Sewer Dept.	24,368.21	24,948.17	3,720.00	25,000.00	25,000.00	

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401 Sewer Operations Fund

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594 35 62 000 Buildings & Structures	0.00	0.00	0.00	500,000.00	1,500,000.00	(2025) WWTP UPG: \$500,000 70% Grant, 30% transfer from reserve fund. (originally budgeted as Professional Service 535.80.41.000) (2026) WWTP UPG: \$1,500,000.00 70% Grant 30% Transfer/Loan (Originally budgeted as Professional Service 535.80.41.000)
594 35 63 000 Engineering Services	3,513.73	12,199.49	200,000.00	200,000.00	204,000.00	(2025) With the WWTP Upg we no longer need the extra expenses for some of the planned projects.
594 35 63 010 Other Improvements	34.39	4,450.92	1,690,000.00	600,000.00	612,000.00	(2025) Same situation as Engineering Services. We do plan on purchasing a new Biosolids Machine
594 35 64 001 Portable Equipment	2,675.29	5,337.71	22,880.00	20,000.00	20,400.00	
594 35 64 401 Machinery & Equip	7,460.39	159,853.35	230,000.00	150,000.00	153,000.00	
900 Capital Expenditures	38,052.01	206,789.64	2,146,600.00	1,495,000.00	2,514,400.00	
597 00 01 101 Parks Fund 101	8,500.00	0.00	8,500.00	143,000.00	0.00	
597 00 02 401 Equipment Replacement Fund 501	100,833.37	84,150.00	112,200.00	123,420.00	135,762.00	
597 00 03 401 Capital Projects Fund 410	459,900.00	344,925.00	459,900.00	299,900.00	371,000.00	(2025) Decreased from \$459,900 to \$299,900. (2026) Decreased from \$459,000 to \$371,000.
950 Transfers	569,233.37	429,075.00	580,600.00	566,320.00	506,762.00	
535 Sewer	3,642,844.56	3,383,990.65	6,583,664.23	5,726,188.00	6,884,598.27	
597 97 00 505 Transfers-Out - PW Facility Fund 505	19,670.04	14,752.53	19,670.00	91,570.00	91,570.00	
597 Interfund Transfers	19,670.04	14,752.53	19,670.00	91,570.00	91,570.00	
TOTAL EXPENDITURES:	3,662,514.60	3,398,743.18	6,603,334.23	5,817,758.00	6,976,168.27	
FUND GAIN/LOSS:	1,675,224.26	945,226.07	-297,434.23	5,642.00	6,061.73	

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402 Sewer Facilities Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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407 1998 Sewer Revenue Bond Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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410 Sewer Capital Projects Reserve

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
361 11 00 410 Investment Interest	12,970.42	11,126.88	9,000.00	9,000.00	9,000.00	
360 Interest & Other Earnings	12,970.42	11,126.88	9,000.00	9,000.00	9,000.00	
367 41 00 000 Sewer Connection Fees	747,188.01	665,469.17	210,000.00	500,000.00	500,000.00	
367 41 01 000 Special Sewer Connection Fee	11,420.14	7,155.71	5,000.00	5,000.00	5,000.00	
370 Capital Contributions	758,608.15	672,624.88	215,000.00	505,000.00	505,000.00	
381 20 50 425 Interfund Loan Repayment-Stormwater	58,617.10	0.00	0.00	0.00	0.00	
380 Non Revenues	58,617.10	0.00	0.00	0.00	0.00	
397 00 00 410 Sewer Operations Transfer	459,900.00	344,925.00	459,900.00	299,900.00	371,000.00	(2025) Decreased from \$459,000 to \$299,900. (2026) Decreased from \$459,000 to \$371,000.
397 Interfund Transfers	459,900.00	344,925.00	459,900.00	299,900.00	371,000.00	
TOTAL REVENUES:	1,290,095.67	1,028,676.76	683,900.00	813,900.00	885,000.00	
920 Interfund Loans	0.00	0.00	0.00	0.00	0.00	
591 35 72 000 Principal Payment - PWTF	590,371.24	595,609.76	590,360.00	590,360.00	552,082.00	(2025) PWTP_Dept of Commerce. Payment in June. (2026) PWTP_Dept of Commerce. Payment in June.
592 35 83 410 Interest Payment - PWTF	13,636.63	5,434.83	212,770.00	7,733.00	4,781.00	(2025) PWTP_Dept of Commerce. Payment in June. (2026) PWTP_Dept of Commerce. Payment in June.
930 Debt Service	604,007.87	601,044.59	803,130.00	598,093.00	556,863.00	
597 00 00 410 Sewer Operations Fund 401	0.00	0.00	1,202,000.00	150,000.00	450,000.00	(2025) WWTP UPG (594.35.62.000): \$500,000 70% Grant, 30% transfer from reserve fund. 30% = \$150,000. (2026) WWTP UPG (594.35.62.000): \$1,500,000.00 70% Grant, 30% Transfer/Loan 30% = \$450,000
950 Transfers	0.00	0.00	1,202,000.00	150,000.00	450,000.00	
535 Sewer	604,007.87	601,044.59	2,005,130.00	748,093.00	1,006,863.00	
TOTAL EXPENDITURES:	604,007.87	601,044.59	2,005,130.00	748,093.00	1,006,863.00	

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410 Sewer Capital Projects Reserve

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
FUND GAIN/LOSS:	686,087.80	427,632.17	-1,321,230.00	65,807.00	-121,863.00	

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411 1998 Sewer Rev Bond Res Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	

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412 Solid Waste Operations Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
343 70 00 000 Garbage/Solid Waste Fees	2,187,996.65	1,931,091.17	2,223,000.00	2,618,000.00	2,697,000.00	(2025) YTD Sept 2024 = \$1,906,1198, projected to end of year \$2,541,492. 3% increase for 2025 \$2,617,737. (2026) YTD Sept 2024 = \$1,906,1198, projected to end of year \$2,541,492. 3% increase for 2025 \$2,617,737. 3% increase for 2026 \$2,696,269.
343 70 00 010 Utility Tax Collected	336,376.42	314,124.68	345,000.00	400,000.00	400,000.00	
343 71 00 000 Garbage/Extra Tags	225.00	245.00	200.00	200.00	500.00	
343 72 00 000 Yard Waste Punch Cards	3,778.00	6,027.00	1,000.00	1,000.00	1,000.00	
343 72 00 001 Curbside Yard Waste Fees	241,691.00	217,313.73	225,000.00	0.00	230,000.00	
343 73 00 000 Curbside Recycling Fee	445,388.29	435,042.67	450,000.00	520,000.00	552,000.00	(2025) YTD Sept 2024 = \$389,616, projected to end of year \$519,488. 3% increase for 2025 \$535,073. (2026) YTD Sept 2024 = \$389,616, projected to end of year \$519,488. 3% increase for 2025 \$535,073. 3% increase for 2026 \$551,125.
343 73 00 001 Site Recycling Fees	19,436.52	22,407.11	20,000.00	20,000.00	20,000.00	
343 73 00 005 Commercial Recycling Fees	115,827.51	141,226.31	90,000.00	140,000.00	145,000.00	
343 73 01 001 Rolloff Haul Fees	129,670.46	148,308.24	125,000.00	130,000.00	140,000.00	(2025) rate to increase due to tipping fee increase I am working on the rate study to firm up the numbers
343 73 01 002 Rolloff Dump Fees	162,416.26	206,575.12	135,000.00	215,000.00	215,000.00	
343 74 00 000 Equipment Rental	26,965.44	25,062.86	61,000.00	35,000.00	35,000.00	
343 75 00 000 Fuel Surcharge	114,472.45	109,242.23	82,000.00	85,000.00	85,000.00	(2025) This line item is hard to predict. Fuel prices are volatile.
343 77 00 000 Advertising Signs	0.00	-200.00	0.00	300.00	600.00	
343 78 00 000 Collection Recoveries	8,116.66	1,685.03	15,000.00	15,000.00	15,000.00	
343 79 00 000 Penalties On Accounts	28,711.15	26,467.92	26,000.00	28,000.00	28,000.00	
340 Charges For Goods & Services	3,821,071.81	3,584,619.07	3,798,200.00	4,207,500.00	4,564,100.00	
361 11 00 412 Investment Interest	1,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
361 40 00 412 Interest On Accts	8,266.56	13,163.95	7,500.00	9,000.00	9,000.00	
360 Interest & Other Earnings	9,766.56	15,663.95	10,000.00	11,500.00	11,500.00	
382 10 00 412 Dumpster Deposit	2,425.32	410.70	3,000.00	3,000.00	0.00	
380 Non Revenues	2,425.32	410.70	3,000.00	3,000.00	0.00	
TOTAL REVENUES:	3,833,263.69	3,600,693.72	3,811,200.00	4,222,000.00	4,575,600.00	

2025 - 2026 BUDGET

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412 Solid Waste Operations Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
537 50 48 000 Repairs/maint-equip	163,352.92	127,893.44	85,000.00	100,000.00	110,000.00	(2025) This was lowered to \$85,000 in 2023 due to the fact that we would get a mechanic, and it would balance out. To this day we do not have a mechanic. This line item needs to be at least \$100,000 because we have more equipment that needs to be taken care of.
537 50 48 010 Repairs/Maint-Building	11,897.56	1,036.06	10,000.00	15,000.00	20,000.00	(2025) 2024 has \$10,000 in this line item asking for \$15,000 we need to look at a new welding and recycling building for this site and could use some of this money for a survey of our site in preparation for redevelopment of our recycling site.
537 50 48 412 M&O Fund 501	43,122.00	19,125.00	88,000.00	92,400.00	97,020.00	
003 Maintenance	218,372.48	148,054.50	183,000.00	207,400.00	227,020.00	
537 60 47 000 Solid Waste Disposal	790,924.39	654,853.83	688,000.00	895,000.00	940,000.00	(2025) \$688,000 for 2024 plus new rate of \$130 per ton based on 2023 tons of 7857 tons equals about a \$205,000 increase for 2025. (2026) 2025 budgeted at \$895,000, 5% increase in 2026 \$939,750.
537 60 47 010 Curbside Recycling Disposal	236,406.35	67,708.01	160,000.00	180,000.00	200,000.00	(2025) 2024 budget was \$160,000.00 at \$206 per ton. We collected about 623 tons of recycling in 2023.. The new disposal rate will be \$237 per ton plus 623 tons equals about a \$20,000 increase per year.
537 60 47 011 Site Recycling Disposal	8,711.16	7,282.17	8,200.00	9,000.00	12,000.00	
537 60 47 015 Construction Demolition Land Disposal - CDL	24,272.01	47,143.21	1,000.00	10,000.00	20,000.00	(2025) We have been getting more request for recycling of demolishing debris so we need to increase this line item to reflect the closest we can to what the number will be. these fees are typically all paid by the customer.
537 60 47 020 Site Yard Waste Disposal	14,140.00	2,695.00	16,000.00	20,000.00	22,000.00	(2025) prices for disposal have increased and will in 2025.
537 60 47 021 Curbside Yard Waste Disposal	37,758.85	25,843.08	51,000.00	51,000.00	55,000.00	(2025) One of the few disposal cost that will stay close to the same.
006 Contracted Processing	1,112,212.76	805,525.30	924,200.00	1,165,000.00	1,249,000.00	
537 80 11 000 Salaries	546,629.79	504,174.93	604,000.00	629,000.00	663,000.00	(2025) calculated by finance
537 80 12 000 Extra Help	11,545.51	328.50	10,000.00	15,000.00	12,000.00	Add 0.2 FTE to support Yard Waste processing on Sundays. (2025) We are thinking about adding a second yardwaste attendant for our yard for safety.
537 80 13 000 Overtime	45,435.09	39,969.13	36,000.00	40,000.00	40,000.00	(2025) more housing unit coming online may create more OT
537 80 21 001 Industrial Insurance	13,132.37	7,818.22	15,000.00	19,000.00	19,000.00	

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412 Solid Waste Operations Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
537 80 22 001	Social Security	44,673.77	39,964.75	50,000.00	53,000.00	55,000.00	
537 80 23 001	PERS Retirement	59,968.88	48,178.49	67,000.00	62,000.00	65,000.00	
537 80 24 001	Unemployment	1,630.04	629.07	2,000.00	2,000.00	2,000.00	
537 80 25 001	Medical/Dental/Vision	114,526.90	112,574.00	156,000.00	147,000.00	152,000.00	
537 80 26 050	Washington Sick Leave	1,484.49	0.00	2,000.00	2,000.00	2,000.00	
537 80 28 000	Employee Wellness	317.70	0.00	1,700.00	0.00	0.00	
010	Solid Waste Services	839,344.54	753,637.09	943,700.00	969,000.00	1,010,000.00	
537 80 31 000	Operating Supplies	37,220.89	21,869.02	62,000.00	68,000.00	68,000.00	(2025) costs have increased
537 80 31 010	Office Supplies	339.19	0.00	3,000.00	3,000.00	3,000.00	
537 80 32 000	Auto Fuel/Diesel	112,604.18	82,285.69	143,000.00	145,000.00	150,000.00	(2025) This line item is volatile to say the least. My best guess is close to the same.
537 80 32 010	Fuel Additive - DEF	0.00	0.00	2,500.00	3,000.00	3,000.00	(2025) we have more trucks running on this now, we will use more this upcoming year.
537 80 34 000	Containers - Garbage	64,598.52	75,741.96	60,000.00	60,000.00	65,000.00	
537 80 34 001	Containers - Recycling	10,146.50	10,212.06	12,000.00	15,000.00	14,000.00	(2025) we will need to keep up with the ones that are starting to fail after 15 plus years
537 80 34 002	Containers -Yard Waste	10,787.50	22,521.65	10,000.00	10,000.00	10,000.00	
537 80 35 000	Small Tools & Minor Equip	3,513.87	932.06	10,000.00	10,000.00	10,000.00	
030	Supplies	239,210.65	213,562.44	302,500.00	314,000.00	323,000.00	
537 80 41 000	Professional Services	60.00	0.00	5,000.00	5,000.00	5,000.00	
537 80 41 020	Collection Services	15,603.57	17,456.30	15,000.00	0.00	0.00	(2025) calculated by finance
537 80 41 030	Legal Publications	0.00	0.00	250.00	0.00	0.00	
537 80 41 031	Advertising	466.46	0.00	500.00	0.00	0.00	
537 80 42 010	Postage	12,563.53	9,408.39	15,000.00	0.00	0.00	
537 80 42 020	Telephone	428.74	469.16	1,000.00	0.00	0.00	
537 80 42 025	Cell Phones	4,806.82	3,471.67	4,000.00	0.00	0.00	
537 80 43 000	Meals/Travel	677.91	0.00	1,200.00	1,500.00	2,000.00	
537 80 44 001	Taxes & Assessments	138,779.96	114,782.76	133,000.00	0.00	0.00	
537 80 44 020	Utility Tax - Municipal	336,376.42	281,892.87	345,000.00	400,000.00	400,000.00	
537 80 45 000	Equipment Rental	0.00	107.57	5,000.00	7,000.00	5,000.00	
537 80 46 000	Insurance	55,858.36	2,276.91	51,000.00	67,589.00	74,348.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
537 80 47 000	Public Utilities	6,194.76	4,493.77	10,000.00	0.00	0.00	
537 80 48 000	Repair/Maintenance	9,346.99	1,082.78	2,000.00	2,000.00	2,000.00	
537 80 49 000	Misc-Laundry	206.44	210.93	500.00	500.00	500.00	
537 80 49 010	Misc-Dues/Subs & Tuition/Reg	108.38	400.00	500.00	500.00	500.00	
537 80 49 015	Training	0.00	2,062.02	2,000.00	3,000.00	4,000.00	

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412 Solid Waste Operations Fund

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537 80 49 020 Misc-Filing Fees/Lien Exp	747.25	163.80	1,000.00	1,000.00	0.00	
537 80 49 030 CDL/Drug & Alcohol Testing	62.50	0.00	1,000.00	1,000.00	0.00	
537 80 49 090 ICA-Support Allocation	161,426.28	189,133.02	252,177.31	242,171.00	290,605.00	
040 Services & Charges	743,714.37	627,411.95	845,127.31	731,260.00	783,953.00	
594 37 64 000 Machinery & Equipment	0.00	0.00	20,000.00	40,000.00	40,000.00	(2025) We really need a pickup for our department, this request has been for the last several years. Worst case if we cannot get a pickup truck, we need to look to buy a container delivery truck to deliver and pick up temporary containers.
900 Capital Expenditures	0.00	0.00	20,000.00	40,000.00	40,000.00	
597 00 02 412 Reserve Fund	125,000.04	93,750.03	125,000.00	126,000.00	126,000.00	
597 90 00 412 Equipment Replacement Fund 501	291,000.00	234,000.00	312,000.00	343,200.00	377,520.00	
950 Transfers	416,000.04	327,750.03	437,000.00	469,200.00	503,520.00	
537 Garbage & Solid Waste	3,568,854.84	2,875,941.31	3,655,527.31	3,895,860.00	4,136,493.00	
582 10 00 412 Dumpster Deposit Refund	3,239.37	410.70	0.00	0.00	0.00	
580 Non Expenditures	3,239.37	410.70	0.00	0.00	0.00	
591 80 70 412 Leases + Subscription IT (SBITA) - Solid Waste Dept.	6,467.42	6,790.79	0.00	0.00	0.00	(2025) May have shared software licenses with maintenance that belong in this catagory (such as Microsoft Office) and may be sharing a printer lease with ops, as well.
591 Debt Service - Principal Repayment	6,467.42	6,790.79	0.00	0.00	0.00	
597 00 01 505 Transfers-Out - PW Facility Fund 505	147,087.96	110,315.97	147,088.00	50,430.00	50,430.00	
597 Interfund Transfers	147,087.96	110,315.97	147,088.00	50,430.00	50,430.00	
TOTAL EXPENDITURES:	3,725,649.59	2,993,458.77	3,802,615.31	3,946,290.00	4,186,923.00	
FUND GAIN/LOSS:	107,614.10	607,234.95	8,584.69	275,710.00	388,677.00	

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413 Solid Waste Reserve Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
361 11 00 413 Investment Interest	2,000.00	0.00	2,000.00	0.00	0.00	
360 Interest & Other Earnings	2,000.00	0.00	2,000.00	0.00	0.00	
397 00 00 012 Operations Transfer	125,000.04	93,750.03	125,000.00	126,000.00	126,000.00	
397 Interfund Transfers	125,000.04	93,750.03	125,000.00	126,000.00	126,000.00	
TOTAL REVENUES:	127,000.04	93,750.03	127,000.00	126,000.00	126,000.00	
597 00 01 412 S-W Operations Transfer	0.00	0.00	100,000.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	100,000.00	0.00	0.00	
FUND GAIN/LOSS:	127,000.04	93,750.03	27,000.00	126,000.00	126,000.00	

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425 Stormwater Operations

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
334 03 10 000 Ecology Capacity Grant	66,304.80	60,911.34	65,000.00	0.00	0.00	
330 Intergovernmental Revenues	66,304.80	60,911.34	65,000.00	0.00	0.00	
343 10 00 000 Stormwater Fees	944,899.47	813,006.03	982,000.00	1,011,460.00	1,041,803.00	
343 10 00 002 Penalties On Accounts	0.00	500.00	0.00	500.00	500.00	
343 10 00 010 Utility Tax Collected	99,077.87	86,701.76	102,135.00	103,000.00	103,000.00	
340 Charges For Goods & Services	1,043,977.34	900,207.79	1,084,135.00	1,114,960.00	1,145,303.00	
361 11 00 425 Investment Interest	5,428.36	1,200.00	1,200.00	1,200.00	1,200.00	
361 40 00 425 Interest On Accounts	2,323.34	2,682.25	2,000.00	0.00	0.00	
362 50 00 425 Land Rents, Leases	4,907.25	4,945.56	2,622.00	0.00	0.00	
360 Interest & Other Earnings	12,658.95	8,827.81	5,822.00	1,200.00	1,200.00	
397 00 01 426 Transfer From Reserve	0.00	0.00	60,000.00	0.00	0.00	
TOTAL REVENUES:	1,122,941.09	969,946.94	1,214,957.00	1,116,160.00	1,146,503.00	
531 80 28 000 Employee Wellness	0.00	0.00	250.00	500.00	500.00	(2025) Employee Gym Dues Reimbursements (2026) Gym Reimbursements for 2 employees.
531 50 11 000 Salaries	265,586.15	237,910.73	282,800.00	268,000.00	283,000.00	
531 50 12 000 Extra Help	20,118.99	20,974.15	13,000.00	14,000.00	13,500.00	(2025) 1 seasonal employee for 1000 hours per year. March through October.
531 50 13 000 Overtime	0.00	550.75	2,281.00	3,000.00	2,500.00	
531 50 21 001 Industrial Insurance	6,150.67	3,417.64	7,000.00	8,000.00	8,000.00	
531 50 22 001 Social Security	21,371.53	18,605.61	22,000.00	22,000.00	23,000.00	
531 50 23 001 PERS Retirement	28,074.60	20,164.81	28,000.00	25,000.00	26,000.00	
531 50 24 001 Unemployment	740.45	263.85	600.00	600.00	600.00	
531 50 25 001 Medical/Dental/Vision	67,492.22	49,908.97	64,000.00	83,000.00	85,000.00	
531 50 26 050 Washington Sick Leave	718.09	0.00	500.00	500.00	500.00	
010 Stormwater Services	410,252.70	351,796.51	420,181.00	424,100.00	442,100.00	
531 50 31 000 Operating Supplies	12,905.63	2,883.86	17,340.00	17,686.00	18,040.00	(2025) 2 % Inflationary increase, Sweeper brooms, wear parts, misc pipe, cb's and materials. (2026) 2% inflation increase over 2025 amounts. Sweeper brooms, wear parts, pipe, cb' and materials.
531 50 32 000 Vehicle Fuel	11,070.92	8,038.76	16,000.00	16,000.00	16,320.00	
030 Supplies	23,976.55	10,922.62	33,340.00	33,686.00	34,360.00	

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425 Stormwater Operations

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
531 50 41 000 Professional Services	1,278.38	26,267.68	157,854.00	7,500.00	8,000.00	(2025) May need to revize to include management plan update consultant expenses to include costs that carry over from 2024. Bill B to verify. (2026) Springbrook & lworq costs, other misc.
531 50 41 002 Contracted Services	28,317.08	34,868.74	50,000.00	51,000.00	52,000.00	(2025) Interlocal agreements for Skagit Conservation District, and Skagit County local source control inspections. (2026) Interlocal agreements for local source control inspections & Skagit Conservation District functions.
531 50 41 003 Collection Services	0.00	0.00	4,900.00	4,900.00	5,000.00	
531 50 41 005 Vector Waste Disposal	6,576.18	1,230.00	10,000.00	10,000.00	10,000.00	(2025) SC transfer station
531 50 41 010 DOE NPDES Permit	5,094.00	5,524.00	5,251.00	5,251.00	5,356.00	(2026) Ecology Costs
531 50 41 020 DOE NPDES Monitoring	5,121.00	5,121.00	5,121.00	7,850.00	7,850.00	(2025) DOE TMDL monitoring, cost increase per David Lee
531 50 42 010 Postage	1,653.51	1,296.77	1,255.00	1,280.00	1,300.00	(2025) 2% inflation
531 50 44 000 Taxes & Assessments	16,680.15	11,483.29	16,065.00	16,386.00	16,714.00	(2025) 2% increas over 2024
531 50 44 020 Storm Drainage Utility Tax-Municipal	99,077.87	77,790.50	102,135.00	103,000.00	103,000.00	
531 50 45 000 Rental Equipment	544.88	0.00	2,244.00	2,288.00	2,300.00	(2025) Misc unforeseen equipment needs.
531 50 46 000 Insurance	41,613.11	0.00	42,000.00	50,352.00	55,387.00	(2025) 10% above 2024. (2026) 10% above 2025 estimate.
531 50 47 000 Public Utilities	1,762.54	1,531.34	2,987.00	3,221.00	3,516.00	(2025) PSE Costs for Pump Stations 7.83% rate increase. (2026) Pump station electrical 9.16% PSE Rate Increase
531 50 48 000 Repairs/Maintenance	21,937.33	14,813.21	25,000.00	25,500.00	26,010.00	(2025) Equipment maintenance & repair. Misc unforeseen pump station needs. (2026) Equipment & pump station maintenance.
531 50 48 425 M&O Fund 501	13,188.96	5,850.00	27,000.00	28,350.00	29,768.00	
531 50 49 000 Tuition/Training	1,910.00	1,890.69	1,100.00	2,400.00	2,500.00	(2025) CESCL Certs for 11 employees, \$1,100 MS4 Inspector training, 2 employees @ \$650 each. MS4 training reimbursable by capacity grant per DL. (2026) CESCL Costs for 11 employees MS4 Inspector training for 2 employees.
531 50 49 001 Filing & Lien Fees	0.00	318.23	600.00	600.00	700.00	
531 50 49 010 CDL/Drug & Alcohol Testing	27.50	0.00	100.00	150.00	200.00	
531 50 49 090 ICA-Support Allocation	213,063.09	62,104.32	82,805.73	118,496.00	142,195.00	
040 Goods & Services	457,845.58	250,089.77	536,417.73	438,524.00	471,796.00	
581 20 00 425 Interfund Loan - Sewer Fund	58,617.10	0.00	0.00	0.00	0.00	
592 39 82 000 Interfund Loan Interest	1,297.65	0.00	0.00	0.00	0.00	
800 Debt Service	59,914.75	0.00	0.00	0.00	0.00	

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425 Stormwater Operations

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
594 31 63 000 Collection System	13,421.62	0.00	50,000.00	50,000.00	50,000.00	(2025) Unidentified collection system enhancement project. (2026) Unidentified collection system capital maintenance project.
900 Capital Expenditures	13,421.62	0.00	50,000.00	50,000.00	50,000.00	
597 00 26 425 Equipment Replacement Fund 501	89,000.04	68,099.96	90,800.00	99,880.00	109,868.00	
950 Transfers	89,000.04	68,099.96	90,800.00	99,880.00	109,868.00	
531 Storm Water Services	1,054,411.24	680,908.86	1,130,988.73	1,046,690.00	1,108,624.00	
591 50 70 425 Leases + Subscription IT (SBITA) - Stormwater Dept.	2,057.82	2,160.71	0.00	1,000.00	500.00	(2025) 1. Ricoh copier lease, Springbrook costs (2026) 1. Storm water portion of Ricoh Copier Lease
591 Debt Service - Principal Repayment	2,057.82	2,160.71	0.00	1,000.00	500.00	
597 00 02 505 Transfers-Out - PW Facility Fund 505	57,240.00	42,930.00	57,240.00	19,300.00	19,300.00	
597 Interfund Transfers	57,240.00	42,930.00	57,240.00	19,300.00	19,300.00	
TOTAL EXPENDITURES:	1,113,709.06	725,999.57	1,188,228.73	1,066,990.00	1,128,424.00	
FUND GAIN/LOSS:	9,232.03	243,947.37	26,728.27	49,170.00	18,079.00	

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426 Stormwater Reserve Fund

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361 11 00 426 Investment Interest	250.00	250.00	250.00	0.00	0.00	
360 Interest & Other Earnings	250.00	250.00	250.00	0.00	0.00	
TOTAL REVENUES:	250.00	250.00	250.00	0.00	0.00	
597 00 00 000 Transfer To Stormwater Operations	0.00	0.00	60,000.00	0.00	0.00	
TOTAL EXPENDITURES:	0.00	0.00	60,000.00	0.00	0.00	
FUND GAIN/LOSS:	250.00	250.00	-59,750.00	0.00	0.00	

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501 Equipment Replacement Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
348 00 00 001 M&O General Fund 001	2,075.04	974.64	4,300.00	4,515.00	4,741.00	
348 00 00 101 M&O Parks Fund 101	2,667.00	1,199.97	5,500.00	5,775.00	6,064.00	
348 00 00 102 M&O Cemetery Fund 102	1,778.04	825.03	3,700.00	3,885.00	4,079.00	
348 00 00 103 M&O Street Fund 103	13,040.04	5,850.00	26,600.00	27,930.00	29,327.00	
348 00 00 401 M&O Sewer Fund 401	16,301.04	7,274.97	33,300.00	34,965.00	36,713.00	
348 00 00 412 M&O Solid Waste Fund 412	39,528.50	19,125.00	88,000.00	92,400.00	97,020.00	
348 00 00 425 M&O Storm Water Fund	16,782.46	5,850.00	27,000.00	28,350.00	29,768.00	
348 00 00 520 M&O Engineering	0.00	0.00	1,200.00	0.00	0.00	
348 00 00 521 M&O Law Enforcement	0.00	0.00	40,900.00	0.00	0.00	
348 00 00 522 M&O Fire	0.00	0.00	123,000.00	0.00	0.00	
340 Charges For Goods & Services	92,172.12	41,099.61	353,500.00	197,820.00	207,712.00	
361 11 00 501 Investment Interest	4,000.00	4,000.00	4,000.00	0.00	0.00	
360 Interest & Other Earnings	4,000.00	4,000.00	4,000.00	0.00	0.00	
395 10 00 501 Sale Of Assets	0.00	0.00	500.00	0.00	0.00	
397 00 00 021 Equipment Transfer - Police (Public Safety)	177,200.04	204,000.03	272,000.00	285,000.00	300,000.00	
397 00 00 022 Equipment Transfer - Fire (Public Safety 522)	405,294.04	307,843.80	421,000.00	463,100.00	509,410.00	
397 00 00 023 Equipment Transfer - GF 001 EMS (522)	183,699.96	190,826.17	180,000.00	198,000.00	217,800.00	
397 00 00 501 Equipment Transfer - GF 001 (Admin)	14,000.04	22,167.18	29,556.29	32,512.00	35,764.00	
397 00 01 501 Equipment Transfer - Parks Fund 101	18,000.00	13,799.97	18,400.00	20,240.00	22,264.00	
397 00 02 501 Equipment Transfer - Cemetery Fund 102	12,000.00	9,150.03	12,200.00	13,420.00	14,762.00	
397 00 03 501 Equipment Transfer - Streets Fund 103	87,999.96	67,349.97	89,800.00	98,780.00	108,658.00	
397 00 41 501 Equipment Transfer - Sewer Fund 401	110,000.04	84,150.00	112,200.00	123,420.00	135,762.00	
397 00 42 501 Equipment Transfer - Solid Waste Fund 412	291,000.00	234,000.00	312,000.00	343,200.00	377,520.00	
397 00 45 501 Equipment Transfer - Stormwater Fund 425	89,000.04	68,099.96	90,800.00	99,880.00	109,868.00	
300 Transfer - Equipment Replacement	1,388,194.12	1,201,387.11	1,537,956.29	1,677,552.00	1,831,808.00	
397 Interfund Transfers	1,388,194.12	1,201,387.11	1,537,956.29	1,677,552.00	1,831,808.00	

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501 Equipment Replacement Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL REVENUES:		1,484,366.24	1,246,486.72	1,895,956.29	1,875,372.00	2,039,520.00	
548 30 11 000	Salaries	24,922.00	20,633.39	104,000.00	106,000.00	113,000.00	
548 30 13 000	Overtime	0.00	0.00	0.00	5,000.00	0.00	
548 30 21 001	Industrial Insurance	730.90	343.88	2,000.00	3,000.00	3,000.00	
548 30 22 001	Social Security	1,813.67	1,536.99	8,000.00	9,000.00	9,000.00	
548 30 23 001	PERS Retirement	2,532.37	1,922.78	11,000.00	10,000.00	11,000.00	
548 30 24 001	Unemployment	90.27	23.78	300.00	300.00	300.00	
548 30 25 001	Medical/Dental/Vision	5,058.12	4,335.87	36,000.00	38,000.00	40,000.00	
548 30 26 050	Washington Sick Leave	81.34	0.00	200.00	200.00	200.00	
010	Centralized Services	35,228.67	28,796.69	161,500.00	171,500.00	176,500.00	
548 30 31 000	Operating Supplies	2,024.51	1,824.24	12,000.00	10,000.00	0.00	(2025) need equipment for fleet dept
030	Supplies	2,024.51	1,824.24	12,000.00	10,000.00	0.00	
548	Public Works - Centralized Services	37,253.18	30,620.93	173,500.00	181,500.00	176,500.00	
594 18 64 501	Vehicles - Admin	0.00	0.00	18,500.00	0.00	9,500.00	(2026) see ERR
594 21 64 501	Equip & Vehicles - Police	148,506.83	443,672.50	164,000.00	0.00	0.00	
594 22 64 501	Vehicles - Fire	541,794.46	729,793.78	1,142,000.00	0.00	0.00	
594 31 64 501	Equip & Vehicles - Storm	0.00	1,194.60	0.00	0.00	0.00	
594 35 64 501	Equip & Vehicles - Sewer	0.00	290,820.45	355,000.00	40,000.00	170,000.00	(2025) see ERR (2026) see ERR
594 36 64 000	Equip & Vehicles - Cem	0.00	28,283.72	24,000.00	0.00	9,000.00	(2026) see ERR
594 37 64 501	Equip & Vehicles - Solid Waste	721,427.49	455,429.07	909,000.00	0.00	0.00	
594 42 64 000	Equip & Vehicles - Streets	0.00	0.00	0.00	320,000.00	207,694.00	(2025) 12 Yd Dump Truck Chassis \$180,000 7 Yd Dump Truck Chassis \$140,000 (2026) 12 YD Dump Truck Upfitting \$65,000 7 YD Dump Truck Upfitting \$50,000 Roadside Towable Mower \$16,436 Front Mount Mower \$28,258 3/4 Ton Utility Pickup \$48,000
594 76 64 000	Equip & Vehicles - Park	82,552.76	592.84	24,000.00	0.00	92,000.00	(2026) see ERR
900	Capital Expenditures	1,494,281.54	1,949,786.96	2,636,500.00	360,000.00	488,194.00	
594	Capital Expenditures	1,494,281.54	1,949,786.96	2,636,500.00	360,000.00	488,194.00	

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501 Equipment Replacement Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
597 00 06 505 Transfers-Out - PW Facility Fund 505	0.00	0.00	0.00	20,520.00	20,520.00	
597 Interfund Transfers	0.00	0.00	0.00	20,520.00	20,520.00	
TOTAL EXPENDITURES:	1,531,534.72	1,980,407.89	2,810,000.00	562,020.00	685,214.00	
FUND GAIN/LOSS:	-47,168.48	-733,921.17	-914,043.71	1,313,352.00	1,354,306.00	

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505 Public Works Facility Fund

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361 11 00 505 Investment Interest	11.47	0.00	0.00	0.00	0.00	
360 Interest & Other Earnings	11.47	0.00	0.00	0.00	0.00	
397 97 00 001 Operating Transfer In - General Fund 001	11,000.00	49,500.00	66,000.00	0.00	0.00	
397 97 00 101 Operating Transfer In - Parks 101	0.00	0.00	0.00	52,470.00	52,470.00	
397 97 00 103 Operating Transfers In - Streets 103	0.00	0.00	0.00	20,750.00	20,750.00	
397 97 00 401 Operating Transfer In - Sewer Fund 401	19,670.04	14,752.53	19,670.00	91,570.00	91,570.00	
397 97 00 412 Operating Transfer In - Solid Waste Fund 412	147,087.96	110,315.97	147,088.00	50,420.00	50,430.00	
397 97 00 425 Operating Transfer In - Stormwater Fund 425	57,240.00	42,930.00	57,240.00	19,300.00	19,300.00	
397 97 00 501 Operating Transfers In - ER&R 501	0.00	0.00	0.00	20,520.00	20,520.00	
397 Interfund Transfers	234,998.00	217,498.50	289,998.00	255,030.00	255,040.00	
TOTAL REVENUES:	235,009.47	217,498.50	289,998.00	255,030.00	255,040.00	
591 00 00 505 LOCAL Redemption of Debt Principal	100,000.00	16.47	105,000.00	110,000.00	115,000.00	(2025) Local Bond LP_2021C (WASCOP21C). Interest payment in June and December. Principal payment in December. (2026) Local Bond LP_2021C (WASCOP21C). Interest payment in June and December. Principal payment in December.
591 Debt Service - Principal Repayment	100,000.00	16.47	105,000.00	110,000.00	115,000.00	
592 48 00 505 Bond Issuance Costs	153,488.53	74,250.00	148,500.00	143,250.00	137,750.00	(2025) Local Bond LP_2021C (WASCOP21C). Interest payment in June and December. Principal payment in December. (2026) Local Bond LP_2021C (WASCOP21C). Interest payment in June and December. Principal payment in December.
592 Debt Service - Interest Costs	153,488.53	74,250.00	148,500.00	143,250.00	137,750.00	
594 35 60 010 Const - WWTP Lab/Ops Bldg	186,364.04	0.00	0.00	0.00	0.00	
594 48 60 010 Const - PW Building	457,077.12	0.00	0.00	0.00	0.00	
594 48 60 020 Eng - PW Veh Storage Bldg	0.00	50,320.04	0.00	0.00	0.00	
594 Capital Expenditures	643,441.16	50,320.04	0.00	0.00	0.00	

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505 Public Works Facility Fund

Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
TOTAL EXPENDITURES:	896,929.69	124,586.51	253,500.00	253,250.00	252,750.00	
FUND GAIN/LOSS:	-661,920.22	92,911.99	36,498.00	1,780.00	2,290.00	

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631 Suspense Fund

Account		2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated	Comment
389 90 01 631	Unapplied Cash - Suspense	0.01	0.00	0.00	0.00	0.00	
389 90 02 631	Unapplied Cash - Court	0.00	7,147.83	0.00	0.00	0.00	
380	Non Revenues	0.01	7,147.83	0.00	0.00	0.00	
TOTAL REVENUES:		0.01	7,147.83	0.00	0.00	0.00	
FUND GAIN/LOSS:		0.01	7,147.83	0.00	0.00	0.00	

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635 Custodial Fund

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386 00 00 635	State Court Receipts	33,810.71	26,078.02	50,000.00	50,000.00	50,000.00	
386 00 01 635	Court Deposits	1,751.00	7,111.72	0.00	8,000.00	8,000.00	
389 30 01 635	Sales Tax Collected	1,396.34	819.15	1,500.00	10,000.00	10,000.00	
389 30 02 635	Leasehold Excise Tax Collected	0.00	834.28	0.00	3,000.00	3,000.00	
389 30 04 635	State Surcharge/Building Code Fees Collected	958.50	743.50	750.00	1,500.00	1,500.00	
389 30 05 635	County Crime Victim Witness Program	535.15	374.01	900.00	1,000.00	1,000.00	
389 30 06 635	GMA School Impact Fees Collected	0.00	15,613.00	0.00	130,000.00	130,000.00	
380	Non Revenues	38,451.70	51,573.68	53,150.00	203,500.00	203,500.00	
TOTAL REVENUES:		38,451.70	51,573.68	53,150.00	203,500.00	203,500.00	
586 00 01 635	Court Disbursements	2,831.00	5,019.72	0.00	8,000.00	8,000.00	
586 30 00 635	State Court Fees Remittance	34,722.71	26,706.52	50,000.00	50,000.00	50,000.00	
589 30 01 635	Sales Tax Remittance	341.61	438.60	1,500.00	10,000.00	10,000.00	
589 30 02 635	Leasehold Excise Tax Remittance	0.00	322.07	0.00	3,000.00	3,000.00	
589 30 04 635	State Surcharge/Building Code Fees Collected	46.50	0.00	750.00	1,500.00	1,500.00	
589 30 05 635	County Crime Victim Witness Program Remittance	483.35	374.01	900.00	1,000.00	1,000.00	
589 30 06 635	GMA School Impact Fees Remittance	0.00	4,132.00	0.00	130,000.00	130,000.00	
580	Non Expenditures	38,425.17	36,992.92	53,150.00	203,500.00	203,500.00	
TOTAL EXPENDITURES:		38,425.17	36,992.92	53,150.00	203,500.00	203,500.00	
FUND GAIN/LOSS:		26.53	14,580.76	0.00	0.00	0.00	

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Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated
001 Current Expense Fund	12,374,620.21	10,578,752.16	13,507,531.00	14,470,524.00	14,671,666.00
002 Fire Proposition 1 Reserve		162,796.34		272,776.00	226,819.00
003 Special Projects Fund					
101 Parks & Facilities Fund	2,156,337.86	935,438.68	3,333,580.00	3,806,680.00	1,405,476.00
102 Cemetery Fund	180,690.24	107,909.14	180,580.00	244,500.00	193,300.00
103 Street Fund	937,272.42	808,679.27	1,180,349.00	1,195,483.00	1,232,490.00
104 Arterial Street Fund	764,424.82	652,654.93	4,294,511.00	4,464,624.00	2,983,068.00
105 Library Fund	439,814.25	251,918.81	457,387.00	440,131.17	440,631.17
106 Cemetery Endowment Fund	2,100.00	1,900.00	3,250.00	1,500.00	1,500.00
107 Parks Reserve Fund					
108 Lodging Tax Fund	52,101.66	32,513.10	45,620.00	35,000.00	35,000.00
109 Special Investigation Fund	387.21	2,795.00	7,650.00	1,000.00	
112 Code Enforcement Fund	300.00	5,700.00	1,200.00		
113 Paths And Trails Fund					
114 Law Enforcement Sales Tax	763,938.33	646,437.15	658,600.00	746,461.00	746,461.00
115 City Council Strategic Reserve	36,350.00	43,823.69	350.00		
116 Affordable Housing - HB 1406	14,078.85	11,643.96	14,500.00	14,000.00	14,000.00
117 Housing and Related Services	263,068.94	252,533.10	268,995.00	275,000.00	275,000.00
118 National Opioid Settlement Fund	16,019.85	82,658.33	5,427.66	5,000.00	5,000.00
189 American Rescue Plan Act Fund					
205 2008 G/O Bond Fund	161,203.98	178,322.04	180,649.00	148,000.00	148,000.00
230 1996 G/O Bond Redemption Fund					
301 1st 1/4% Real Estate Excise Tax Fund	289,972.02	223,368.41	352,000.00	305,000.00	305,000.00
302 2nd 1/4% Real Estate Excise Tax Fund	289,971.98	223,368.38	352,000.00	305,000.00	305,000.00
303 Building Maintenance Reserve	2,500.00	2,150.00	3,050.00	2,200.00	2,200.00
304 Transportation Benefit District	223,301.21	191,673.40	211,000.00	225,000.00	225,000.00
305 Library Construction Fund					
310 Police Mitigation Reserve Fund	52,652.28	11,932.48	8,300.00	12,000.00	12,000.00
311 Parks Impact Fee Reserve Fund	246,378.84	140,363.90	201,200.00	215,000.00	215,000.00
312 Fire Impact Fee Reserve Fund	56,670.12	43,260.30	40,550.00	45,000.00	45,000.00
313 Public Safety Sales Tax Fund					
314 Transportation Impact Fee Reserve Fund	219,791.71	126,752.49	62,000.00	145,000.00	145,000.00
401 Sewer Operations Fund	5,337,738.86	4,343,969.25	6,305,900.00	5,823,400.00	6,982,230.00
402 Sewer Facilities Reserve Fund					
407 1998 Sewer Revenue Bond Fund					
410 Sewer Capital Projects Reserve	1,290,095.67	1,028,676.76	683,900.00	813,900.00	885,000.00
412 Solid Waste Operations Fund	3,833,263.69	3,600,693.72	3,811,200.00	4,222,000.00	4,575,600.00
413 Solid Waste Reserve Fund	127,000.04	93,750.03	127,000.00	126,000.00	126,000.00
425 Stormwater Operations	1,122,941.09	969,946.94	1,214,957.00	1,116,160.00	1,146,503.00
426 Stormwater Reserve Fund	250.00	250.00	250.00		
501 Equipment Replacement Fund	1,484,366.24	1,246,486.72	1,895,956.29	1,875,372.00	2,039,520.00
505 Public Works Facility Fund	235,009.47	217,498.50	289,998.00	255,030.00	255,040.00
631 Suspense Fund	0.01	7,147.83			
635 Custodial Fund	38,451.70	51,573.68	53,150.00	203,500.00	203,500.00

2025 - 2026 BUDGET

City Of Sedro-Woolley

Time: 14:35:23 Date: 10/31/2024

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Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated
	33,013,063.55	27,279,338.49	39,752,590.95	41,810,241.17	39,846,004.17
001 Current Expense Fund	11,390,260.50	9,347,092.69	13,276,886.33	14,243,253.00	14,575,428.30
003 Special Projects Fund		37,882.92		463,913.00	179,000.00
101 Parks & Facilities Fund	2,160,957.92	1,045,645.84	3,333,188.00	3,794,996.00	1,415,476.00
102 Cemetery Fund	182,945.63	123,394.35	180,771.00	244,208.00	197,384.00
103 Street Fund	893,184.84	720,565.67	1,137,642.00	1,188,667.00	1,226,769.00
104 Arterial Street Fund	1,308,557.70	2,377,589.75	4,290,083.00	4,141,268.00	2,606,068.00
105 Library Fund	439,196.71	70,525.86	456,887.06	440,131.00	440,130.00
106 Cemetery Endowment Fund	5,558.75	22.75		52,000.00	
107 Parks Reserve Fund					
108 Lodging Tax Fund	41,250.00	18,095.56	50,650.00	35,000.00	35,000.00
109 Special Investigation Fund	12,417.19	11,476.04	1,000.00	1,000.00	
112 Code Enforcement Fund			2,500.00		
113 Paths And Trails Fund					
114 Law Enforcement Sales Tax	763,938.33	577,906.99	658,600.00	746,461.00	746,461.00
115 City Council Strategic Reserve	399,000.04	87,500.03	101,000.00		
116 Affordable Housing - HB 1406		33,267.26	35,389.00		
117 Housing and Related Services	10,388.90	97,210.88	109,100.00		
118 National Opioid Settlement Fund				22,000.00	7,000.00
189 American Rescue Plan Act Fund	1,692,331.89	143,232.81	776,802.00		
205 2008 G/O Bond Fund	150,549.75	150,549.75	150,555.20	147,321.00	153,779.00
230 1996 G/O Bond Redemption Fund					
301 1st 1/4% Real Estate Excise Tax Fund	136,566.89	96,675.76	499,524.00	631,773.00	456,750.00
302 2nd 1/4% Real Estate Excise Tax Fund	136,566.91	96,675.79	499,524.00	631,773.00	456,750.00
303 Building Maintenance Reserve			5,000.00		
304 Transportation Benefit District	261,315.00		334,023.00	122,824.00	157,519.00
305 Library Construction Fund					
310 Police Mitigation Reserve Fund					
311 Parks Impact Fee Reserve Fund	92,799.45	98,911.68	486,000.00	501,000.00	45,500.00
312 Fire Impact Fee Reserve Fund					
313 Public Safety Sales Tax Fund					
314 Transportation Impact Fee Reserve Fund			328,134.00	127,187.00	144,000.00
401 Sewer Operations Fund	3,662,514.60	3,398,743.18	6,603,334.23	5,817,758.00	6,976,168.27
402 Sewer Facilities Reserve Fund					
407 1998 Sewer Revenue Bond Fund					
410 Sewer Capital Projects Reserve	604,007.87	601,044.59	2,005,130.00	748,093.00	1,006,863.00
411 1998 Sewer Rev Bond Res Fund					
412 Solid Waste Operations Fund	3,725,649.59	2,993,458.77	3,802,615.31	3,946,290.00	4,186,923.00
413 Solid Waste Reserve Fund			100,000.00		
425 Stormwater Operations	1,113,709.06	725,999.57	1,188,228.73	1,066,990.00	1,128,424.00
426 Stormwater Reserve Fund			60,000.00		
501 Equipment Replacement Fund	1,531,534.72	1,980,407.89	2,810,000.00	562,020.00	685,214.00
505 Public Works Facility Fund	896,929.69	124,586.51	253,500.00	253,250.00	252,750.00

2025 - 2026 BUDGET

City Of Sedro-Woolley

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Account	2023 Actual	2024 Actual	2024 Appropriated	2025 Appropriated	2026 Appropriated
635 Custodial Fund	38,425.17	36,992.92	53,150.00	203,500.00	203,500.00
	31,650,557.10	24,995,455.81	43,589,216.86	40,132,676.00	37,282,856.57
FUNDS GAIN/LOSS:	1,362,506.45	2,283,882.68	-3,836,625.91	1,677,565.17	2,563,147.60



City Council Agenda Item

Agenda Item No.: m.1.

Date: November 26, 2024

From: Ashton Sandoval Oaks, Assistant Planner

Subject: Chapter 2.90 and Title 17 SWMC - Murals and Signs - Ordinance 2091-24 - 1st Read

RECOMMENDED ACTION:

First read, discussion only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Extensive research of nearby jurisdictions' signs and murals regulations, U.S. Supreme Court case law, and best practices as published by the Municipal Research and Services Center was conducted in preparation for the following proposed draft amendments and ordinance (included herein as **Attachment 1**). Additionally, several meetings with the City Attorney were held to provide legal guidance to these changes. Environmental review of this proposed ordinance was completed and a SEPA Determination of Non-Significance was issued on November 14, 2024 (included herein as **Attachment 2**).

Currently, Chapters 17.51 and 17.40 SWMC regulate murals and signs in Sedro-Woolley, respectively. Ordinance no. 1072, which underwent public hearings on January 31 and February 27, 1989, contains outdated content-based regulations which overly restrict property owners' rights to freedom of speech and freedom of expression. Chapter 2.90 SWMC outlines permitting and planning procedures and will be amended to reflect permits, required submittals, and decision-making authority for mural proposals. The following draft amendments to Chapter 2.90 and Title 17 SWMC work to rectify these issues and are included herein as **Attachment 3**.

Changes to 2.90 – Consolidated Planning Procedures

The proposed amendments to Chapter 2.90 SWMC are intended to demonstrate the permitting process for mural and sign permits (example mural permit included herein as **Attachment 4**). Both types of permits are classified as Type I permits and are exempt from public notification because these permits are also exempt from environmental review. Submittal requirements for mural permits include a completed application form (blank form included herein as **Attachment 5**), a portfolio of the artist, and a scaled rendering of the mural (i.e. a photograph or a hand-drawn illustration).

Changes to 17.40 – Signs

Proposed changes to the sign code include establishing content-neutral regulations for sign content and permitting digital signs on Metcalf Street within the Central Business District (CBD), provided digital signs comply with all other sign regulations and design guidelines for the CBD.

Changes to 17.51 – Murals

The changes to Chapter 17.51 are the most extensive within this ordinance. It is proposed to repeal Chapter 17.51 in its entirety and relocate mural regulations to a new section within the signs chapter, entitled 17.40.050 – Murals. Changes to the “History” subsection are intended to simultaneously provide historical context to the regulations of this chapter and not create favoritism for certain mural designs over others. The “Purpose” subsection provides important information regarding the intent of the regulations. Sections of code that clearly frame the intent of regulations are incredibly useful to city staff when reviewing development proposals that are unclear as to whether they comply with the municipal code. It provides guidance for the “gray-area” of permit review. Regulations in the “Application Requirements” subsection ensure the City has correct and current property information, and that the mural artist is proficient and skilled at the work they intend to complete. The “Procedures” subsection clearly references Chapter 2.90 to prevent any confusion about the approval process. The “Standards” subsection eliminates many content-based regulations that limit many creative options for property owners and artists. Enforceable standards are still included in the proposed amendments, including those that prohibit illegal content such as obscenities, protect historical sites and structures, and basic form-based requirements such as size and material composition.

The proposed amendments are also supported by and implement the following policies and priority from the Parks & Recreation and Economic Development Elements of the City's Comprehensive Plan:

Parks & Recreation Element

Policy P3.1: To encourage community involvement in the [city’s] artistic and architectural heritage, the city should participate in organized art walks to city art installations, significant buildings, murals and private art galleries. Work together with the local businesses to foster an arts community in the Central Business District.

Policy P4.7: Continue to work with local artists to install art – sculptures, murals, etc. – in public places, including city owned properties downtown, the community center, the senior center, the library, and city parks.

Policy P4.8: The use of artistic detailing in public works items such as bike racks, sidewalk paving, tree grates, bollards, sidewalk crossings, etc. should be encouraged.

Economic Development Element

Priority 2: Work with the property owners in the downtown area to continue to establish the identity of downtown Sedro-Woolley by providing a framework for which the retail and commercial economy can evolve into a civic and retail specialty area that incorporates the unique Metcalf Street character of Sedro-Woolley with vital and diverse specialty retail and service businesses. To accomplish this, the city will develop a Downtown Design Plan to create a pedestrian-friendly downtown environment, including street and sidewalk improvements, a Town Center Park, the addition of Sedro-Woolley identified features (i.e. murals, carvings), beautification, and a funding source for continuing improvements, maintenance, and marketing for downtown businesses and events.

FISCAL IMPACT, IF APPROPRIATE:

None anticipated.

ATTACHMENTS:

1. Ordinance 2091-24 - Murals and Signs Update
2. SEPA DNS - Murals and Signs Update (2024) (11-12-24) SIGNED

3. Draft Amendments 1 (10-31-24)
4. Example Mural Permit
5. Mural Permit Application (11-8-24)

ORDINANCE NO. 2091-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 2.90 AND TITLE 17 SWMC TO UPDATE MURAL AND SIGN REGULATIONS

WHEREAS, currently, Chapters 17.40 and 17.51 SWMC allow murals and signs to be developed within the City, but establishes outdated regulations of mural and sign content; and

WHEREAS, the City supports individual expression and free speech, and simultaneously values sensible and enforceable regulations for murals and signs visible to the public.

WHEREAS, the United States Supreme Court holds certain precedents in regard to the regulation of content of free speech, including mural and sign content, that the City must ensure adherence to. Decisions made by the U.S. Supreme Court in *Reed v. Gilbert* (2015), *Cohen v. California* (1971), and *Miller v. California* (1972) are relevant to these municipal code amendments. *Reed v. Gilbert* establishes that regulations for murals and signs must comply with strict scrutiny because such regulations pertain to protected speech under the First Amendment of the U.S. Constitution. *Cohen v. California* and *Miller v. California* establish boundaries for protected versus non-protected speech. Obscenities and fighting words are not protected forms of speech, while profanities are protected; and

WHEREAS, local organizations have expressed interest in murals and signs, but are limited to the content outlined in Chapters 17.40 and 17.51 SWMC; and

WHEREAS, recommendation by the Planning Commission was bypassed because this action requires legislative action by the City Council; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on November 21, 2024. A 15-day expedited review was requested and, not having received any comments, granted by Commerce. The comment period ended December 6, 2024; and

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

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued November 14, 2024; and

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

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

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

Section 1. Chapter 2.90 and Title 17 SWMC are hereby amended as follows:

Chapter 2.90

Ordinance No. 2091-24 Amending Chapter 2.90 “Consolidated Planning Procedures” and Title 17 “Zoning” SWMC
Page 1 of 13

CONSOLIDATED PLANNING PROCEDURES

2.90.040 Exemptions from state process requirements.

[...]

D. Exemptions from State Notification and Procedural Requirements for Permit Applications Not Subject to Environmental Review. RCW [36.70B.140](#) allows local governments to exclude certain approvals and building and engineering permits from the public notification and procedural requirements of the statute if they are categorically exempt from environmental review or if environmental review has already been completed at an earlier stage. However, the city's one-hundred-twenty-day maximum processing time would still apply. Therefore, the city exempts the following actions from the public notification and procedural requirements since they are typically processed very quickly and would be considerably delayed by imposition of a public comment period(s):

1. Building and grading permits (SEPA exempt);
2. Business licenses for home occupations;
3. Fire installation/construction permits;
4. Mechanical, plumbing, sign, [mural](#), and fence permits;
5. Lot line adjustments;
6. Final plats;
7. Minor amendments to a previously approved PUD;
8. Occupancy permits;
9. Shoreline exemptions;
10. Temporary use permits (SEPA exempt), but not exempting sign requirements;
11. Water, sewer, storm drainage, roadway permits (SEPA exempt);
12. Other SEPA exempt actions/activities as outlined in WAC [197-11-800](#). (Ord. [1627-08](#) § 1 (App. A)(part), 2008)

2.90.060 Authority and responsibilities.

[...]

C. Planning Director or Designee.

1. Authority. The planning director or designee shall review and act on the following:
 - a. Building and grading permits;
 - b. Binding site plan approval for commercial or industrial developments;
 - c. Environmental review.
 - i. Make threshold determinations for environmental checklists;
 - ii. Authorize circulation of draft environmental impact statements;
 - iii. Approve and issue final environmental impact statements;
 - iv. Approve mitigation conditions for mitigated determinations of nonsignificance and final environmental impact statements;
 - d. Final plats;
 - e. Interpretation of flood insurance rate map boundaries;
 - f. Boundary line adjustments (B.L.A.);
 - g. Modifications.
 - i. Minor modifications to previously approved site plan;
 - ii. Modifications of street standards;
 - iii. Minor modifications of landscaping requirements;
 - iv. Minor amendment to PRD;
 - h. Planned action determinations;
 - i. Review of business licenses for home occupations;
 - j. Shoreline exemptions;
 - k. Shoreline permits;
 - l. Short plats – nine or less;

- m. Temporary use permits;
- n. Variances – administrative;
- o. Zoning waivers;
- p. Modifications of the number of required parking stalls and the requirements of the parking, loading and driveway regulations;
- q. Temporary homeless encampment permits;
- r. Design review;
- s. Sign permits;
- t. Mural permits.

[...]

2.90.070 Permit classification.

[...]

G. Land Use Permit Procedures.

1. Permit Classification Table.

Table 2.90.070(G)(1)—Permit Classification Table

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Accessory Dwelling Unit	X					
Administrative Determination	X					
Binding Site Plan		X				
Boundary Line Adjustment	X					
Building Permit SEPA Exempt	X					
Code Interpretation	X					
Comprehensive Plan Map (and Rezone) or Text Amendments						X
Conditional Use Permit			X			
Design Review with Building Permit	X					
Design Review with Hearing Examiner Land Use Permit			X			
Development Agreement						X
Development Regulation Text Amendments Referred to Planning Commission						X
Development Regulation Text Amendments						X
Environmental Review		X				
Fence or Wall Permit	X					
Fill and Grade Permit	X					
Floodplain District Development Permit or Variance			X			
Home Occupation	X					
Landscape Modifications	X					

Table 2.90.070(G)(1)—Permit Classification Table

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Major Modification PRD			X			
Master Plan Approval			X			
Minor Modifications	X					
<u>Mural Permit</u>	<u>X</u>					
Nonconforming Use—Ordinary Maintenance or Repair	X					
Nonconforming Use—Certificate of Use or Occupancy	X					
Nonconforming Use—Special Permission to Enlarge, Expand, or Reconstruct			X			
Planned Action Determination		X				
Planned Action Ordinance						X
Planned Residential Development			X			
Plat, Preliminary			X			
Plat, Final	X					
Rezoning Consistent with Comprehensive Plan						X
Shoreline Conditional Use Permit			X			
Shoreline Exemption	X					
Shoreline Substantial Development Permit		X				
Shoreline Variance			X			
Short Plat		X				
Short Plat—When Hearing Requested			X			
<u>Sign Permit</u>	<u>X</u>					
Site Plan Approval	X					
Special Use Permit			X			
Street Design Modifications	X					
Street Vacations				X		
Temporary Homeless Encampments		X				
Temporary Use Permit		X				
Variances			X			
Zoning Waivers	X					

[...]

2.90.100 Submittal requirements—Specific to application type.

The following tables list the submittal requirements for each type of permit application or land use approval which must accompany the required application fees as specified in the city’s fee schedule.

A. Table 2.90.100(A)—Building and Public Works Submittal Requirements.

Add the following to Table 2.90.100 (A):

- Create a column for “Mural Permit” with the following submittal requirements:

- Application Form (1 copy)

- Portfolio of Artist (1 copy)

- Scaled Rendering of Mural (2 copies)

B. Table 2.90.100(B)—Land Use Permit Submittal Requirements.

C. Definitions of Terms Used in Submittal Requirements for Building, Planning and Public Works Permit Applications.

[...]

“Application form, building” means the planning department form required for the type of work to be performed (e.g., grading permit application for grading work, sign permit application for installation of a sign, etc.). Information requested includes the following:

- a. Skagit tax assessor’s number for the property;
- b. Legal description of property;
- c. Street address, if applicable;
- d. Property owner’s name, address and phone number;
- e. Prime contractor’s business name, address, phone number, current state contractor registration number; and
- f. Either the name, address and phone number of the lender administering the interim construction financing, if any, or the name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount fifty percent or more than the total construction project.

[...]

“Portfolio of artist” means a compilation of at least three artistic compositions completed by a single individual or association that is representative of the individual’s or association’s skill, artistic style, preferences, and other distinguishable elements of art. The art contained in the portfolio of artist must be completed by the same individual or association who applies for and intends to create the mural.

[...]

“Scaled rendering of mural” means an image which accurately represents the intended mural and dimensions of the art therein, provided in a size not less than eight and one-half inches by eleven inches.

[...]

Chapter 17.04

ADMINISTRATIVE PROVISIONS

17.04.030 Definitions.

[...]

“Multiuse stormwater facility” means a facility that incorporates underground infiltration or otherwise contains no standing water for a period of at least nine months per year, has side slopes of no steeper than 4:1, and is used as common open space or as play areas defined in Chapter 17.38, as approved by the city engineer.

“Mural” means a painting, mosaic, fresco, or other artwork applied directly to the exterior of a structure. Murals may include text or other informational items, but primarily serve an artistic or expressive purpose.

“Net density” means the number of dwelling units located on buildable land; which excludes public rights-of-way, private access easements, driveways, or tracts, utility corridors, stormwater facilities, critical areas and their buffers, and other areas which are unbuildable. Seventy-five percent of multiuse stormwater facilities may be counted towards total buildable area.
[...]

Chapter 17.40 SIGNS

17.40.020 Permanent on-premises signs.

- A. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater.
- B. In all other zones, the following limitations apply:
 1. All freestanding signs shall be ground-oriented. Each sign’s area may not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less, but in no case must signs be less than thirty-two square feet per side. Though uses or business may overlap spatially, gross floor area shall not be claimed more than once in computing allowable size of signs. See also SWMC Section [17.40.010\(D\)](#).
 2. Facade signs must meet the size requirements listed below.

Maximum Sign Area

Facade Area	Maximum Sign Area
0—499	50 sq. ft. maximum
500—999	10% or 75 sq. ft. maximum, whichever is less
1,000—1,499	9% or 100 sq. ft. maximum, whichever is less
1,500—2,999	8% or 150 sq. ft. maximum, whichever is less
3,000 or greater	6% or 200 sq. ft. maximum, whichever is less

Maximum Letter Size for Primary Signs

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

3. Freestanding signs may not exceed twenty feet in height as measured from the centerline of the adjoining road to the top of the sign structure.
- C. Freestanding signs shall meet the clear vision triangle requirements in ~~the city code~~ [17.44.020 SWMC](#).

D. Each building may have one freestanding sign per frontage on a public right-of-way. Each business may have one facade sign per frontage on a public right-of-way. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

- A. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation;
- B. Approval of the owner of the property on which the sign is to be placed;
- C. Location. Any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver;

D. ~~Size shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type~~ Permanent off-premises directional signs shall not exceed fifty square feet per side. ~~Business identification directional-s~~ Signs on dead-end streets shall meet the following criteria: all units will have letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the planning community development director for each installation. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.030 Temporary signs.

- A. “Temporary signs” are defined as exterior signs related to temporary sales or commercial events. Interior and window signs are not regulated by this chapter.
- B. Each business may have two temporary signs simultaneously, in addition to the allowed permanent signs.
- C. No business may display any temporary signs more than thirty days a year.
- D. All temporary signs must be permanently marked with the date the sign was erected. Signs without such marking shall be immediately removed as directed by the code enforcement officer. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.035 Portable signs.

- A. “Portable signs” include all a-frame, sandwich board, sidewalk signs and other signs that are mobile.
- B. Each business may have up to one portable sign in addition to allowed temporary or permanent signs.
- C. Portable sign area may not exceed thirty-six inches by forty-eight inches on each face. Exception: Portable signs placed adjacent to State Route 9 or State Route 20 may not exceed forty-eight inches by forty-eight inches on each face.
- D. Portable signs must be securely weighted or anchored to prevent movement.
- E. Portable signs must be brought indoors or out of sight from the general public during such hours that the business associated with the sign is not open for business.
- F. Portable signs must not interfere with vehicle, bicycle, or pedestrian traffic.
- G. Portable signs must not interfere with vision clearance triangles as described in SWMC Section [17.44.020](#). (Ord. [1577-07](#) § 1 (part), 2007)

17.40.045 Digital signs.

The intent of this provision is to allow for a limited number of digital signage in a manner that is safe, does not produce excessive light and does not create a distraction. These regulations apply to digital signs, which include message boards, message displays, electronic reader boards, LED signs, video displays and similar programmable technologies.

- A. Digital Sign Location Restrictions.
1. Digital signs are not permitted in any residential zones.
 2. Digital signs are not permitted in the central business district except:
 - a. On Eastern Street between the railroad to the north and State Street to the south;
 - b. On Murdock Street between the railroad to the north and State Street to the south;
 - c. On Puget Street between Pacific Street to the north and State Street to the south;
 - d. On State Street; and
 - e. On Ferry Street between State Route 20 to the west and Eastern Street to the east.
 - f. On Metcalf Street between Moore Street to the north and Warner Street to the south.
- B. Display Standards in Mixed Commercial and Industrial Zone.
1. All digital signs shall come equipped with an automatic dimming photocell device which will automatically adjust the display's brightness based on preset levels relative to ambient light conditions. All digital signs shall operate at brightness levels of no more than three-tenths of one foot-candle above ambient light levels with a maximum of five thousand nits during daylight hours and five hundred nits at night. Certification of these limits shall be provided by the developer prior to sign permit issuance;
 2. Measurement of brightness (nits) shall be measured from the sign's face at its maximum brightness;
 3. Audio speakers are prohibited in association with a digital sign;
 4. Digital signs must be directed away from adjacent residentially zoned or open space zoned properties including properties across a public right-of-way. No digital sign may be located closer than one hundred feet from residentially zoned or open space zoned properties as measured from the sign location to the nearest property line of the residential or open space zoned property;
 5. Static messages shall have a minimum of five seconds of dwell time for all static images. Displays which scroll onto the signboard must hold for a minimum of five seconds including scrolling. Flashing, strobing, video imaging and scrolling messages faster than described above are prohibited. Changes between static messages and images must be one second or less and fading or dissolving is not permitted;
 6. No more than one digital sign is allowed per property. A digital sign may be double-sided; and
 7. A digital sign shall be integrated into a standard sign surface area; digital signs are not permitted independent of a standard sign. Up to fifty percent of the sign surface area may be used for digital sign purposes. The digital sign shall count towards the allowed sign surface area as calculated in Section [17.40.020](#).
- C. Display Standards in CBD and Public Zone.
1. All digital signs shall come equipped with an automatic dimming photocell device which will automatically adjust the display's brightness based on preset levels relative to ambient light conditions. All electronic digital signs shall operate at brightness levels of no more than three-tenths of one foot-candle above ambient light levels with a maximum of five thousand nits during daylight hours and five hundred nits at night. Certification of these limits shall be provided by the developer prior to building permit issuance;
 2. Digital signs may be used after dusk only until eleven p.m. or, if the advertising is an on-premises message about an event at the site where the sign is located, for up to one hour after said event;
 3. Measurement of brightness (nits) shall be measured from the sign's face at its maximum brightness;
 4. Audio speakers are prohibited in association with a digital sign;
 5. Digital signs must be directed away from adjacent residentially zoned or open space zoned properties including properties across a public right-of-way. No digital sign may be located closer than one hundred feet from residentially zoned or open space zoned properties as measured from the sign location to the nearest property line of the residential or open space zoned property;

6. ~~Digital signs in the CBD and public zones may only contain message board capabilities—only text shall be permitted, not images or other nontext display.~~ The display shall be limited to one color for the text displayed and a darkened (absence of light) background. Messages shall have a minimum of seven seconds of dwell time for all text. Flashing, animation, movement, video imaging and scrolling messages are prohibited. Changes in messages and images must be one second or less and scrolling, fading or dissolving is not permitted;
7. No more than one digital sign is allowed per property. The single digital sign may be double-sided; and
8. A digital sign shall be integrated into a standard sign surface area; digital signs are not permitted independent of a standard sign. Up to fifty percent of the sign surface area may be used for digital sign purposes. The digital sign shall count towards the allowed sign surface area as calculated in Section 17.40.020; ~~and~~
9. ~~Digital signs may be used only to advertise activities or goods or services available on the property on which the sign is located, or to present public service information.~~

(Ord. 1982-21 § 1 (Exh. 1), 2021)

17.40.050 Murals

A. History. The guidelines adopted within this section were developed in cooperation with the city design review committee, planning commission, and interested citizens, and are intended to provide a framework to ensure an aesthetically pleasing and cohesive project that will be a source of community pride for years to come. This requires that minimum standards addressing basic issues, such as size, colors, and advertising allowance be established. The intent of these regulations is to simultaneously preserve the historic atmosphere of Sedro-Woolley and encourage placemaking and “bottom-up” community engagement.

B. Purpose.

1. Acknowledge and celebrate the history of the city and the surrounding area in a visually appealing manner;
2. Provide support for the historic theme adopted for the downtown business area;
3. Support local artists to express their history and relationship with Sedro-Woolley
4. Provide information and enjoyment to visitors and residents of the community;
5. Provide a sense of community identity through recognition of the diverse elements of community life, history, industry, and folk lore that contribute to the unique character of Sedro-Woolley and Skagit County;
6. Encourage participation of various businesses and community members in a cohesive and tangible project that will have lasting value to the city; and
7. Promote and encourage commercial activity and out-of-town visitor interest in the city as a tourist destination.

C. Application Requirements. An application for a wall mural shall include the following information:

1. Name and address of the person or business paying for the mural;
2. Name and address of the artist;
3. Name and mailing address of the owner of the building to be painted;
4. Location of the proposed mural, including address of building, the location and size of the wall of the building, and the material composition of the wall of the building to be painted;
5. Scaled rendering of the proposed mural;
 - a. A photo or color illustration of proposed mural.
 - b. Image shall be scaled.
 - c. Description of materials that will be used to install the mural, including but not limited to paint materials, brush materials, and any equipment directly used to aid in the design and installation of the mural.
6. Artist’s portfolio of at least three similar works that accurately represent the skill, style, and technique of the mural artist. Works of art included in the

7. Written description of the proposal addressing the standards of this ordinance.
- D. Procedures.
1. An application for a wall mural shall be reviewed per Chapter 2.90 SWMC – Consolidated Planning Procedures, Chapter 15.44 SWMC – Design Review, and incorporate the standards in this chapter.
 2. Murals shall be completed within twelve (12) months of approval of the mural permit.
- E. Standards. A mural proposal shall be reviewed and approved or denied based on the following standards:
1. Pictures or representations which violate any state law, depict obscenities, depict fighting words, or disturb the peace and quiet of the community shall be denied.
 2. Color. The use of colors will not detract from any historic structure, or group of structures, as defined by either local, regional, state, or national historic landmark, site, or structure designation;
 3. Scale. The photo or rendering shall be reproduced at a scale large enough to cover the wall on which it is to be placed. As much as possible, larger than life-size scale should be attained.
 4. Size.
 - a. No part of a mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
 - b. No part of a mural shall extend past the pane of the wall upon which it is tiled, painted, or affixed.
 - c. Square footage of the mural shall not exceed 75% of the square footage of the building façade.
 5. Composition.
 - a. No mural shall consist of or contain electrical or mechanical components or changing images, including but not limited to moving structural elements, flashing or sequential lights, or other automated methods that result in movement, the appearance of movement, or changing of mural content.
 - b. No mural shall be painted on a wall comprised of a material deemed by city staff to be damaged or otherwise structurally inappropriate for painting.
 6. Commercial murals. Up to one percent of a commercial mural area may be used to acknowledge the person, organization, or business commissioning the mural. If a specific business identification for the business occupying the building is incorporated into the mural, the portion of the mural dedicated to such identification shall be applied toward the maximum square footage allowance for signs for that business under this chapter.

Chapter 17.51

MURALS

17.51.010 Project description—History.

~~A.—The works of one of the city’s most famous citizens—photographer Darius Kinsey—was the original inspiration for the Sedro Woolley mural project. The first few murals painted on the exterior walls of buildings were replicas of actual photos taken by Darius Kinsey. The original photos are typically printed in sepia tone colors or black and white. It was found that using the subtle sepia colors in the replicas resulted in very lifelike pictures that are eye-catching from a distance and intriguing to study at close range. Soon other merchants in the city became enthused about the murals and desired murals on their buildings. Thus a project was born.~~

~~B.—The guidelines adopted within this chapter were developed in cooperation with the city design review committee, planning commission, and interested citizens, and are intended to provide a framework to insure an aesthetically pleasing and cohesive project that will be a source of community pride for years to come. This requires that minimum standards addressing basic issues, such as size, colors, content, advertising allowance, and professionalism be established. While these standards may exclude some~~

~~Ordinance No. 2091-24 Amending Chapter 2.90 “Consolidated Planning Procedures” and Title 17 “Zoning” SWMC~~

Page 10 of 13

proposed projects in favor of others, there is no intent to discriminate in favor or against any particular artist, or exclude authentic representations of historical events, people, or community life that are part of the history of Sedro-Woolley.

C.—A number of building walls have been identified as possible mural locations. It is anticipated that the content of these murals will be derived from either Kinsey photos, or photos taken during the same era (1890-1930). When several murals are completed, a brochure of the project will be developed to include a map showing where the murals are located, an explanation of each mural, and additional information about the history of the area, the historic buildings in the city, and other points of interest. This brochure will be updated periodically as the project matures. It is intended that this brochure will be used as a promotional tool for the city. (Ord. 1072 § 2 (Exh. A § 3.11.01), 1989)

17.51.020 Purpose.

The “Pictures from the Past” mural project is undertaken as a joint effort by the citizens of Sedro-Woolley, the chamber of commerce, and the city’s planning commission and council, and is intended to serve the following purposes:

A.—Acknowledge and celebrate the history of the city and the surrounding area in a visually appealing manner;

B.—Provide support for the historic theme adopted for the downtown business area;

C.—Provide information and enjoyment to visitors and residents of the community;

D.—Provide a sense of community identity through recognition of the diverse elements of community life, history, industry, and folk lore that contribute to the unique character of Sedro-Woolley and Skagit County;

E.—Encourage participation of various businesses in a cohesive and tangible project that will have lasting value to the city; and

F.—Promote and encourage out of town visitor interest in the city as a tourist destination. (Ord. 1072 § 2 (Exh. A § 3.11.02), 1989)

17.51.030 Application requirements.

An application for a wall mural shall include the following information:

A.—Name and address of the person or business paying for the mural;

B.—Name and address of the artist;

C.—Location of the proposed mural, including address of building, and the location and size of the wall of the building to be painted;

D.—Photo to be replicated, and date and location of photo, or rendering of the proposed mural adequate to accurately depict the content of the mural. If a rendering is provided, historical documentation of the authenticity of the scene shall be required.

E.—Written description of the proposal addressing the standards of this ordinance. (Ord. 1072 § 2 (Exh. A § 3.11.03), 1989)

17.51.040 Procedures.

An application for a wall mural shall be reviewed per Chapter 15.44, Design Review, and incorporate the standards in this chapter. (Ord. 2032-22 § 15, 2023; Ord. 1072 § 2 (Exh. A § 3.11.04), 1989)

17.51.050 Standards.

A mural proposal shall be reviewed and approved or denied based on the following standards:

A.—Subject Matter—Photo Replicas. Murals shall be replicas of photographs taken between 1890 and 1930. A suggested source is the Darius Kinsey collection. The subject of murals should relate to one or more of the following themes:

1.—Logging industry in and around Sedro-Woolley;

2.—Railroad shipping or passenger operations in Skagit County;

3.—River shipping or passenger operations in Skagit County;

4. ~~Early community life of the city;~~
 5. ~~Significant events which took place during the era;~~
 6. ~~Other subject matter related to the era and Skagit County area, as approved by the planning commission;~~
- B. ~~Subject Matter Alternative. As an alternative to replicating a photo, the following is also acceptable:~~
1. ~~Recreation of an authentic historic event using available documents and written accounts as sources. Such events should be those which occurred between 1890 and 1930.~~
 2. ~~A collage of pictures following a theme, such as the evolution of logging methods, or illustrating the fashions of the era, or other similar themes associated with the history of the area.~~
 3. ~~Mural maps of the city, or of early railroad and/or logging operations, or similar geographical information.~~
- C. ~~Subject Matter—Unacceptable. To protect the integrity of the project, the general welfare of the city and citizens therein, the following may not be considered acceptable subject matter for a mural:~~
1. ~~Pictures not related to the 1890-1930 era;~~
 2. ~~Pictures not related to the city or county area;~~
 3. ~~Pictures depicting completely fictional events with no documentation of authenticity;~~
 4. ~~Pictures depicting recognizable people from the past out of true context. (This does not exclude depicting people from the present in pictures of the era, if done with the consent of the person represented.)~~
 5. ~~Pictures or representations which violate any state law.~~
- D. ~~Colors. Murals shall be painted in sepia-toned colors. This coloration is consistent with the color of photos taken during the era, and gives a realistic touch to the work. Sepia also works well with the brick surfaces and color tones of the city, provides a strong cohesive design element to the project as a whole, and creates an historical mood. Use of sepia colors will be less likely to create a cluttered or “billboard” effect, and will insure that the mural project does not detract from the historical character and theme of the downtown business district. Use of sepia tones will reduce the overall cost of maintaining the murals. Limiting the project to sepia tones also eliminates the difficulty of determining authenticity of colors and eliminates a potential subjective decision that must be made by the review committee and planning commission.~~
- E. ~~Color. Exceptions. The planning commission may grant exceptions allowing the use of other colors under the following circumstances:~~
1. ~~Paint samples of the true colors to be used are provided with the application, plus supporting evidence that the proposed colors are authentic and/or appropriate for the subject matter. Preference will be given to colors which are subtle in tone;~~
 2. ~~The use of colors will not detract from any historic structure, or group of structures; and~~
 3. ~~Either:~~
 - a. ~~The mural is to be located outside of the central business district; or,~~
 - b. ~~Only a portion of the mural is to be painted in other colors, as an accent against the sepia background, to highlight some element of the picture for advertising or other purposes, subject to the requirements of subsection G of this section below; or~~
 - c. ~~The mural is to be placed on a nonhistoric building as a major design feature.~~
- F. ~~Scale. The photo or rendering shall be reproduced at a scale large enough to cover the wall on which it is to be placed. As much as possible, larger than life-size scale should be attained.~~
- G. ~~Acknowledgements—Advertising. All murals shall be signed by the artist. In addition, up to one percent of the mural area may be used to acknowledge the person, organization, or business commissioning the mural. If a specific business identification for the business occupying the building is incorporated into the mural, the portion of the mural dedicated to such identification shall be applied toward the maximum square footage allowance for signs for that business under Chapter 17.40.~~
- H. ~~Credentials. The design review committee may request a portfolio and other credentials of the artist to insure that all murals will be of a professional quality. (Ord. 1072 § 2 (Exh. A § 2 (Exh. A § 3.11.05), 1989)~~

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 20____, and signed in authentication of its passage this _____ day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

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

Project Description: Non-project action to amend Chapter 2.90 and Title 17 of the Sedro-Woolley Municipal Code (SWMC) to update mural and sign regulations.

Proponent: City of Sedro-Woolley Planning Department

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

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

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **November 28, 2024**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Assistant Planner at (360) 855-0771 ext. 1033 or electronically at asandovalooks@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

Responsible SEPA Official: Thomas Glover, Community Development Director – City of Sedro-Woolley

Contact Person: Ashton Sandoval Oaks, Assistant Planner

Address: NA, non-project action

Date of Issue: November 14, 2024

Signature:



Nicole McGowan, Planner,

On behalf of Thomas Glover, Community Development Director

Chapter 2.90

CONSOLIDATED PLANNING PROCEDURES*

Sections:

- [2.90.010 Purpose and intent.](#)
- [2.90.020 Applicability.](#)
- [2.90.030 Effect of permit.](#)
- [2.90.035 Permit processes classified by type.](#)
- [2.90.040 Exemptions from state process requirements.](#)
- [2.90.050 Submittal requirements—General.](#)
- [2.90.060 Authority and responsibilities.](#)
- [2.90.070 Permit classification.](#)
- [2.90.073 Planned action review process.](#)
- [2.90.075 Public notice requirements.](#)
- [2.90.080 Application and decision—General.](#)
- [2.90.090 Appeals.](#)
- [2.90.100 Submittal requirements—Specific to application type.](#)

* Prior ordinance history: Ords. 1449-03, 1485-04, 1491-04, 1602-08 and 1607-08.

[...]

2.90.040 Exemptions from state process requirements.

[...]

D. Exemptions from State Notification and Procedural Requirements for Permit Applications Not Subject to Environmental Review. RCW [36.70B.140](#) allows local governments to exclude certain approvals and building and engineering permits from the public notification and procedural requirements of the statute if they are categorically exempt from environmental review or if environmental review has already been completed at an earlier stage. However, the city's one-hundred-twenty-day maximum processing time would still apply. Therefore, the city exempts the following actions from the public notification and procedural requirements since they are typically processed very quickly and would be considerably delayed by imposition of a public comment period(s):

1. Building and grading permits (SEPA exempt);
2. Business licenses for home occupations;
3. Fire installation/construction permits;
4. Mechanical, plumbing, sign, mural, and fence permits;

5. Lot line adjustments;
6. Final plats;
7. Minor amendments to a previously approved PUD;
8. Occupancy permits;
9. Shoreline exemptions;
10. Temporary use permits (SEPA exempt), but not exempting sign requirements;
11. Water, sewer, storm drainage, roadway permits (SEPA exempt);
12. Other SEPA exempt actions/activities as outlined in WAC [197-11-800](#). (Ord. [1627-08](#) § 1 (App. A)(part), 2008)

2.90.050 Submittal requirements—General.

No changes.

2.90.060 Authority and responsibilities.

[...]

C. Planning Director or Designee.

1. Authority. The planning director or designee shall review and act on the following:
 - a. Building and grading permits;
 - b. Binding site plan approval for commercial or industrial developments;
 - c. Environmental review.
 - i. Make threshold determinations for environmental checklists;
 - ii. Authorize circulation of draft environmental impact statements;
 - iii. Approve and issue final environmental impact statements;
 - iv. Approve mitigation conditions for mitigated determinations of nonsignificance and final environmental impact statements;

- d. Final plats;
- e. Interpretation of flood insurance rate map boundaries;
- f. Boundary line adjustments (B.L.A.);
- g. Modifications.
 - i. Minor modifications to previously approved site plan;
 - ii. Modifications of street standards;
 - iii. Minor modifications of landscaping requirements;
 - iv. Minor amendment to PRD;
- h. Planned action determinations;
- i. Review of business licenses for home occupations;
- j. Shoreline exemptions;
- k. Shoreline permits;
- l. Short plats – nine or less;
- m. Temporary use permits;
- n. Variances – administrative;
- o. Zoning waivers;
- p. Modifications of the number of required parking stalls and the requirements of the parking, loading and driveway regulations;
- q. Temporary homeless encampment permits;
- r. Design review;
- s. Sign permits;
- t. Mural permits.

[...]

2.90.070 Permit classification.

[...]

G. Land Use Permit Procedures.

1. Permit Classification Table.

Table 2.90.070(G)(1)—Permit Classification Table

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Accessory Dwelling Unit	X					
Administrative Determination	X					
Binding Site Plan		X				
Boundary Line Adjustment	X					
Building Permit SEPA Exempt	X					
Code Interpretation	X					
Comprehensive Plan Map (and Rezone) or Text Amendments						X
Conditional Use Permit			X			
Design Review with Building Permit	X					
Design Review with Hearing Examiner Land Use Permit			X			
Development Agreement						X
Development Regulation Text Amendments Referred to Planning Commission						X
Development Regulation Text Amendments						X
Environmental Review		X				
Fence or Wall Permit	X					
Fill and Grade Permit	X					
Floodplain District Development Permit or Variance			X			
Home Occupation	X					
Landscape Modifications	X					
Major Modification PRD			X			
Master Plan Approval			X			

Table 2.90.070(G)(1)—Permit Classification Table

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Minor Modifications	X					
<u>Mural Permit</u>	X					
Nonconforming Use—Ordinary Maintenance or Repair	X					
Nonconforming Use—Certificate of Use or Occupancy	X					
Nonconforming Use—Special Permission to Enlarge, Expand, or Reconstruct			X			
Planned Action Determination		X				
Planned Action Ordinance						X
Planned Residential Development			X			
Plat, Preliminary			X			
Plat, Final	X					
Rezoning Consistent with Comprehensive Plan						X
Shoreline Conditional Use Permit			X			
Shoreline Exemption	X					
Shoreline Substantial Development Permit		X				
Shoreline Variance			X			
Short Plat		X				
Short Plat—When Hearing Requested			X			
<u>Sign Permit</u>	X					
Site Plan Approval	X					
Special Use Permit			X			
Street Design Modifications	X					
Street Vacations				X		
Temporary Homeless Encampments		X				
Temporary Use Permit		X				
Variances			X			
Zoning Waivers	X					

[...]

2.90.100 Submittal requirements—Specific to application type.

The following tables list the submittal requirements for each type of permit application or land use approval which must accompany the required application fees as specified in the city's fee schedule.

A. Table 2.90.100(A)—Building and Public Works Submittal Requirements.

Add the following to Table 2.90.100 (A):

- Create a column for "Mural Permit" with the following submittal requirements:

- Application Form (1 copy)

- Portfolio of Artist (1 copy)

- Scaled Rendering of Mural (2 copies)

B. Table 2.90.100(B)—Land Use Permit Submittal Requirements.

C. Definitions of Terms Used in Submittal Requirements for Building, Planning and Public Works Permit Applications.

[...]

"Application form, building" means the planning department form required for the type of work to be performed (e.g., grading permit application for grading work, sign permit application for installation of a sign, etc.). Information requested includes the following:

- a. Skagit tax assessor's number for the property;
- b. Legal description of property;
- c. Street address, if applicable;
- d. Property owner's name, address and phone number;
- e. Prime contractor's business name, address, phone number, current state contractor registration number; and
- f. Either the name, address and phone number of the lender administering the interim construction financing, if any, or the name and address of the firm that has

issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount fifty percent or more than the total construction project.

[...]

“Portfolio of artist” means a compilation of at least three artistic compositions completed by a single individual or association that is representative of the individual’s or association’s skill, artistic style, preferences, and other distinguishable elements of art. The art contained in the portfolio of artist must be completed by the same individual or association who applies for and intends to create the mural.

[...]

“Scaled rendering of mural” means an image which accurately represents the intended mural and dimensions of the art therein, provided in a size not less than eight and one-half inches by eleven inches.

[...]

Chapter 17.04

ADMINISTRATIVE PROVISIONS

Sections:

[17.04.010 Purpose.](#)

[17.04.020 Jurisdiction.](#)

[17.04.030 Definitions.](#)

[17.04.040 Administration and interpretation.](#)

[17.04.050 Nonconforming uses, structures, and lots.](#)

[17.04.060 Fees.](#)

[...]

17.04.030 Definitions.

[...]

“Multiuse stormwater facility” means a facility that incorporates underground infiltration or otherwise contains no standing water for a period of at least nine months per year, has side slopes of no steeper than 4:1, and is used as common open space or as play areas defined in Chapter [17.38](#), as approved by the city engineer.

“Mural” means a painting, mosaic, fresco, or other artwork applied directly to the exterior of a structure. Murals may include text or other informational items, but primarily serve an artistic or expressive purpose.

“Net density” means the number of dwelling units located on buildable land; which excludes public rights-of-way, private access easements, driveways, or tracts, utility corridors, stormwater facilities, critical areas and their buffers, and other areas which are unbuildable. Seventy-five percent of multiuse stormwater facilities may be counted towards total buildable area.

[...]

Chapter 17.40

SIGNS*

Sections:

[17.40.010 General provisions.](#)

[17.40.020 Permanent on-premises signs.](#)

[17.40.025 Permanent off-premises directional signs.](#)

[17.40.030 Temporary signs.](#)

[17.40.035 Portable signs.](#)

[17.40.040 Sign permit requirements.](#)

[17.40.045 Digital signs.](#)

[17.40.050 Murals.](#)

* Prior ordinance history: Ords. 1013, 1312-98, 1451-03, 1484-04 and 1522-05.

17.40.010 General provisions.

The intent of the sign regulations is to provide businesses and organizations an opportunity to advertise while minimizing sign clutter along the city's roadways. Signs along the two state highways shall be designed in a manner that is consistent with the guidelines for state scenic highways, either existing or as subsequently developed.

A. No sign shall be erected or employed that:

1. Impairs scenic views or the appearance of the surrounding area;
2. Creates traffic hazards by blocking vision or causing excessive diversion of attention;
3. Is structurally incapable of withstanding stresses to which it is likely to be subjected;
4. Contains flashing or uncomfortably intense light;
5. Is designed to attract attention through mechanical or wind-generated movement;
6. Is employed without consent of the property owner;
7. Is a festoon, banner, or pennant type sign; or
8. Digital signs, except as provided in Section [17.40.045](#).

B. Obsolete signs must be removed within ninety days of the change in business or offering. An "obsolete sign" is defined as any sign that advertises a business, product, or service that is

no longer available or, for on-premises signs, no longer located on the same site on which the sign is posted.

C. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outermost points of the signs' lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double-faced signs, such as projecting, freestanding or sandwich board signs with information on both sides, shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.

D. Except in residential areas, where only external illumination is allowed, signage may be either externally illuminated or have only letters internally illuminated. All lighting shall be directed so as not to shine onto adjacent residential properties or into the night sky.

E. Each sign shall be maintained in good visual and structural condition at all times including color integrity and all parts and supports associated with the sign in accordance with its original approval by the city. Any repair to a sign shall be done using materials and design that are of equal or greater quality than the original sign.

F. Exceptions. The following shall not be regulated by this chapter:

1. Signage at public athletic fields;
2. Any vehicle or trailer that is road-ready, currently licensed and complies with all other ordinances and laws. (Ord. [1982-21](#) § 1 (Exh. 1), 2021; Ord. [1577-07](#) § 1 (part), 2007)

17.40.020 Permanent on-premises signs.

A. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater.

B. In all other zones, the following limitations apply:

1. All freestanding signs shall be ground-oriented. Each sign's area may not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less, but in no case must signs be less than thirty-two square feet per side. Though uses or business may overlap spatially, gross floor area shall not be claimed more than once in computing allowable size of signs. See also SWMC Section [17.40.010\(D\)](#).
2. Facade signs must meet the size requirements listed below.

Maximum Sign Area

Facade Area	Maximum Sign Area
0—499	50 sq. ft. maximum
500—999	10% or 75 sq. ft. maximum, whichever is less
1,000—1,499	9% or 100 sq. ft. maximum, whichever is less
1,500—2,999	8% or 150 sq. ft. maximum, whichever is less
3,000 or greater	6% or 200 sq. ft. maximum, whichever is less

Maximum Letter Size for Primary Signs

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

3. Freestanding signs may not exceed twenty feet in height as measured from the centerline of the adjoining road to the top of the sign structure.

C. Freestanding signs shall meet the clear vision triangle requirements in ~~the city code~~[17.44.020 SWMC](#).

D. Each building may have one freestanding sign per frontage on a public right-of-way. Each business may have one facade sign per frontage on a public right-of-way. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as

those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

- A. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation;
- B. Approval of the owner of the property on which the sign is to be placed;
- C. Location. Any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver;
- D. ~~Size shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type Permanent off-premises directional~~ signs shall not exceed fifty square feet per side. ~~Business identification directional s~~Signs on dead-end streets shall meet the following criteria: all units will have letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the ~~planning community development~~ director for each installation. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.030 Temporary signs.

- A. "Temporary signs" are defined as exterior signs related to temporary sales or commercial events. Interior and window signs are not regulated by this chapter.
- B. Each business may have two temporary signs simultaneously, in addition to the allowed permanent signs.
- C. No business may display any temporary signs more than thirty days a year.
- D. All temporary signs must be permanently marked with the date the sign was erected. Signs without such marking shall be immediately removed as directed by the code enforcement officer. (Ord. [1577-07](#) § 1 (part), 2007)

17.40.035 Portable signs.

- A. "Portable signs" include all a-frame, sandwich board, sidewalk signs and other signs that are mobile.
- B. Each business may have up to one portable sign in addition to allowed temporary or permanent signs.

C. Portable sign area may not exceed thirty-six inches by forty-eight inches on each face. Exception: Portable signs placed adjacent to State Route 9 or State Route 20 may not exceed forty-eight inches by forty-eight inches on each face.

D. Portable signs must be securely weighted or anchored to prevent movement.

E. Portable signs must be brought indoors or out of sight from the general public during such hours that the business associated with the sign is not open for business.

F. Portable signs must not interfere with vehicle, bicycle, or pedestrian traffic.

G. Portable signs must not interfere with vision clearance triangles as described in SWMC Section 17.44.020. (Ord. 1577-07 § 1 (part), 2007)

17.40.040 Sign permit requirements.

A. All permanent signs require a sign permit.

B. A new or relocated business may use a single unpermitted interim on-premises sign to identify the business for ninety days while they permit and construct a permanent sign. Such an interim sign is not exempt from the other provisions of this chapter. (Ord. 2042-23 § 2, 2023; Ord. 1577-07 § 1 (part), 2007)

17.40.045 Digital signs.

The intent of this provision is to allow for a limited number of digital signage in a manner that is safe, does not produce excessive light and does not create a distraction. These regulations apply to digital signs, which include message boards, message displays, electronic reader boards, LED signs, video displays and similar programmable technologies.

A. Digital Sign Location Restrictions.

1. Digital signs are not permitted in any residential zones.
2. Digital signs are not permitted in the central business district except:
 - a. On Eastern Street between the railroad to the north and State Street to the south;
 - b. On Murdock Street between the railroad to the north and State Street to the south;
 - c. On Puget Street between Pacific Street to the north and State Street to the south;

d. On State Street; and

e. On Ferry Street between State Route 20 to the west and Eastern Street to the east.

f. On Metcalf Street between Moore Street to the north and Warner Street to the south.

B. Display Standards in Mixed Commercial and Industrial Zone.

1. All digital signs shall come equipped with an automatic dimming photocell device which will automatically adjust the display's brightness based on preset levels relative to ambient light conditions. All digital signs shall operate at brightness levels of no more than three-tenths of one foot-candle above ambient light levels with a maximum of five thousand nits during daylight hours and five hundred nits at night. Certification of these limits shall be provided by the developer prior to sign permit issuance;
2. Measurement of brightness (nits) shall be measured from the sign's face at its maximum brightness;
3. Audio speakers are prohibited in association with a digital sign;
4. Digital signs must be directed away from adjacent residentially zoned or open space zoned properties including properties across a public right-of-way. No digital sign may be located closer than one hundred feet from residentially zoned or open space zoned properties as measured from the sign location to the nearest property line of the residential or open space zoned property;
5. Static messages shall have a minimum of five seconds of dwell time for all static images. Displays which scroll onto the signboard must hold for a minimum of five seconds including scrolling. Flashing, strobing, video imaging and scrolling messages faster than described above are prohibited. Changes between static messages and images must be one second or less and fading or dissolving is not permitted;
6. No more than one digital sign is allowed per property. A digital sign may be double-sided; and
7. A digital sign shall be integrated into a standard sign surface area; digital signs are not permitted independent of a standard sign. Up to fifty percent of the sign surface area may be used for digital sign purposes. The digital sign shall count towards the allowed sign surface area as calculated in Section [17.40.020](#).

C. Display Standards in CBD and Public Zone.

1. All digital signs shall come equipped with an automatic dimming photocell device which will automatically adjust the display's brightness based on preset levels relative to ambient light conditions. All electronic digital signs shall operate at brightness levels of no more than three-tenths of one foot-candle above ambient light levels with a maximum of five thousand nits during daylight hours and five hundred nits at night. Certification of these limits shall be provided by the developer prior to building permit issuance;
 2. Digital signs may be used after dusk only until eleven p.m. or, if the advertising is an on-premises message about an event at the site where the sign is located, for up to one hour after said event;
 3. Measurement of brightness (nits) shall be measured from the sign's face at its maximum brightness;
 4. Audio speakers are prohibited in association with a digital sign;
 5. Digital signs must be directed away from adjacent residentially zoned or open space zoned properties including properties across a public right-of-way. No digital sign may be located closer than one hundred feet from residentially zoned or open space zoned properties as measured from the sign location to the nearest property line of the residential or open space zoned property;
 6. ~~Digital signs in the CBD and public zones may only contain message board capabilities —only text shall be permitted, not images or other nontext display.~~ The display shall be limited to one color for the text displayed and a darkened (absence of light) background. Messages shall have a minimum of seven seconds of dwell time for all text. Flashing, animation, movement, video imaging and scrolling messages are prohibited. Changes in messages and images must be one second or less and scrolling, fading or dissolving is not permitted;
 7. No more than one digital sign is allowed per property. The single digital sign may be double-sided; and
 8. A digital sign shall be integrated into a standard sign surface area; digital signs are not permitted independent of a standard sign. Up to fifty percent of the sign surface area may be used for digital sign purposes. The digital sign shall count towards the allowed sign surface area as calculated in Section [17.40.020](#); and.
 9. ~~Digital signs may be used only to advertise activities or goods or services available on the property on which the sign is located, or to present public service information.~~
- (Ord. [1982-21](#) § 1 (Exh. 1), 2021)

Chapter 17.51

MURALS

Sections:

17.51.010 Project description—History.

17.51.020 Purpose.

17.51.030 Application requirements.

17.51.040 Procedures.

17.51.050 Standards.

17.51.010 Project description—History.

17.40.050 Murals

A. The works of one of the city's most famous citizens—photographer Darius Kinsey—was the original inspiration for the Sedro-Woolley mural project. The first few murals painted on the exterior walls of buildings were replicas of actual photos taken by Darius Kinsey. The original photos are typically printed in sepia tone colors or black and white. It was found that using the subtle sepia colors in the replicas resulted in very lifelike pictures that are eye-catching from a distance and intriguing to study at close range. Soon other merchants in the city became enthused about the murals and desired murals on their buildings. Thus a project was born.

B.A. History. The guidelines adopted within this chapter section were developed in cooperation with the city design review committee, planning commission, and interested citizens, and are intended to provide a framework to insure-ensure an aesthetically pleasing and cohesive project that will be a source of community pride for years to come. This requires that minimum standards addressing basic issues, such as size, colors, content, and advertising allowance, and professionalism be established. While these standards may exclude some proposed projects in favors of others, there is no intent to discriminate in favor or against any particular artist, or exclude authentic representations of historical events, people, or community life that are part of the history of Sedro-Woolley. The intent of these regulations is to simultaneously preserve the historic atmosphere of Sedro-Woolley and encourage placemaking and "bottom-up" community engagement.

C. A number of building walls have been identified as possible mural locations. It is anticipated that the content of these murals will be derived from either Kinsey photos, or photos taken during the same era (1890-1930). When several murals are completed, a brochure of the project will be developed to include a map showing where the murals are located, an explanation of each mural, and additional information about the history of the area, the historic buildings in the city, and other points of interest. This brochure will be updated periodically as the project matures. It is intended that this brochure will be used as a promotional tool for the city. (Ord. 1072 § 2 (Exh. A § 3.11.01), 1989)

~~17.51.020 Purpose.~~

B. Purpose.

~~The "Pictures from the Past" mural project is undertaken as a joint effort by the citizens of Sedro-Woolley, the chamber of commerce, and the city's planning commission and council, and is intended to serve the following purposes:~~

A.—

1. Acknowledge and celebrate the history of the city and the surrounding area in a visually appealing manner;

B.—

2. Provide support for the historic theme adopted for the downtown business area;

C.—

3. Support local artists to express their history and relationship with Sedro-Woolley

4. Provide information and enjoyment to visitors and residents of the community;

D.—

5. Provide a sense of community identity through recognition of the diverse elements of community life, history, industry, and folk lore that contribute to the unique character of Sedro-Woolley and Skagit County;

E.—

6. Encourage participation of various businesses and community members in a cohesive and tangible project that will have lasting value to the city; and

F.—

7. Promote and encourage commercial activity and out-of-town visitor interest in the city as a tourist destination. (Ord. [1072](#) § 2 (Exh. A § 3.11.02), 1989)

~~17.51.030 Application requirements.~~

C. Application Requirements. An application for a wall mural shall include the following information:

~~A.~~

1. Name and address of the person or business paying for the mural;

~~B.~~

2. Name and address of the artist;

~~C.~~

3. Name and mailing address of the owner of the building to be painted;

4. Location of the proposed mural, including address of building, ~~and the location and size of the wall of the building to be painted;~~ and the material composition of the wall of the building to be painted;

~~D. Photo to be replicated, and date and location of photo, or rendering of the proposed mural adequate to accurately depict the content of the mural. If a rendering is provided, historical documentation of the authenticity of the scene shall be required.~~

5. Scaled rendering of the proposed mural;

a. A photo or color illustration of proposed mural.

b. Image shall be scaled.

c. Description of materials that will be used to install the mural, including but not limited to paint materials, brush materials, and any equipment directly used to aid in the design and installation of the mural.

~~E.~~

6. Artist's portfolio of at least three similar works that accurately represent the skill, style, and technique of the mural artist. Works of art included in the

7. Written description of the proposal addressing the standards of this ordinance.
(Ord. [1072](#) § 2 (Exh. A § 3.11.03), 1989)

~~17.51.040 Procedures.~~

D. Procedures.

1. An application for a wall mural shall be reviewed per [Chapter 2.90 SWMC – Consolidated Planning Procedures](#), Chapter [15.44](#), [SWMC – Design Review](#), and

incorporate the standards in this chapter. (Ord. [2032-22](#) § 15, 2023; Ord. [1072](#) § 2 (Exh. A § 3.11.04), 1989)

2. Murals shall be completed within twelve (12) months of approval of the mural permit.

17.51.050 Standards.

E. Standards. A mural proposal shall be reviewed and approved or denied based on the following standards:

A. Subject Matter—Photo Replicas. Murals shall be replicas of photographs taken between 1890 and 1930. A suggested source is the Darius Kinsey collection. The subject of murals should relate to one or more of the following themes:

1. Logging industry in and around Sedro-Woolley;
2. Railroad shipping or passenger operations in Skagit County;
3. River shipping or passenger operations in Skagit County;
4. Early community life of the city;
5. Significant events which took place during the era;
6. Other subject matter related to the era and Skagit County area, as approved by the planning commission;

B. Subject Matter Alternative. As an alternative to replicating a photo, the following is also acceptable:

1. Recreation of an authentic historic event using available documents and written accounts as sources. Such events should be those which occurred between 1890 and 1930.
2. A collage of pictures following a theme, such as the evolution of logging methods, or illustrating the fashions of the era, or other similar themes associated with the history of the area.
3. Mural maps of the city, or of early railroad and/or logging operations, or similar geographical information.

~~C.—Subject Matter—Unacceptable. To protect the integrity of the project, the general welfare of the city and citizens therein, the following may not be considered acceptable subject matter for a mural:~~

- ~~1.— Pictures not related to the 1890-1930 era;~~
 - ~~2.— Pictures not related to the city or county area;~~
 - ~~3.— Pictures depicting completely fictional events with no documentation of authenticity;~~
 - ~~4.— Pictures depicting recognizable people from the past out of true context. (This does not exclude depicting people from the present in pictures of the era, if done with the consent of the person represented.)~~
15. Pictures or representations which violate any state law, depict obscenities, depict fighting words, or disturb the peace and quiet of the community shall be denied.

~~D.—Colors. Murals shall be painted in sepia-toned colors. This coloration is consistent with the color of photos taken during the era, and gives a realistic touch to the work. Sepia also works well with the brick surfaces and color tones of the city, provides a strong cohesive design element to the project as a whole, and creates an historical mood. Use of sepia colors will be less likely to create a cluttered or “billboard” effect, and will insure that the mural project does not detract from the historical character and theme of the downtown business district. Use of sepia tones will reduce the overall cost of maintaining the murals. Limiting the project to sepia tones also eliminates the difficulty of determining authenticity of colors and eliminates a potential subjective decision that must be made by the review committee and planning commission.~~

~~E.—Color. Exceptions. The planning commission may grant exceptions allowing the use of other colors under the following circumstances:~~

- ~~1.— Paint samples of the true colors to be used are provided with the application, plus supporting evidence that the proposed colors are authentic and/or appropriate for the subject matter. Preference will be given to colors which are subtle in tone;~~
- ~~2.—~~
2. Color. The use of colors will not detract from any historic structure, or group of structures, as defined by either local, regional, state, or national historic landmark, site, or structure designation; and
- 3.— Either:
 - a.— The mural is to be located outside of the central business district; or,

~~b. Only a portion of the mural is to be painted in other colors, as an accent against the sepia background, to highlight some element of the picture for advertising or other purposes, subject to the requirements of subsection G of this section below; or~~

~~c. The mural is to be placed on a nonhistoric building as a major design feature.~~

~~F.~~

3. Scale. The photo or rendering shall be reproduced at a scale large enough to cover the wall on which it is to be placed. As much as possible, larger than life-size scale should be attained.

~~G.~~

4. Size.

a. No part of a mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

b. No part of a mural shall extend past the pane of the wall upon which it is tiled, painted, or affixed.

c. Square footage of the mural shall not exceed 75% of the square footage of the building façade.

5. Composition.

a. No mural shall consist of or contain electrical or mechanical components or changing images, including but not limited to moving structural elements, flashing or sequential lights, or other automated methods that result in movement, the appearance of movement, or changing of mural content.

b. No mural shall be painted on a wall comprised of a material deemed by city staff to be damaged or otherwise structurally inappropriate for painting.

6. Acknowledgements—Advertising. Commercial murals. All murals shall be signed by the artist. In addition, uUp to one percent of the a commercial mural area may be used to acknowledge the person, organization, or business commissioning the mural. If a specific business identification for the business occupying the building is incorporated into the mural, the portion of the mural dedicated to such identification shall be applied toward the maximum square footage allowance for signs for that business under this Chapter chapter 17.40.

~~H. — Credentials. The design review committee may request a portfolio and other credentials of the artist to insure that all murals will be of a professional quality. (Ord. 1072 § 2 (Exh. A § 2 (Exh. A § 3.11.05), 1989)~~

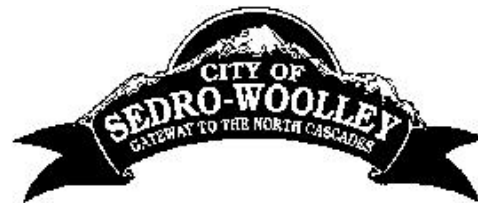
City of Sedro-Woolley

325 Metcalf Street

Sedro-Woolley WA 98284

Permit Inspection Line 855-0139

"Call before you dig" 811



Mural Permit #: 2024319

Permit Type: Mural

Construction Value: 0

Approval Date: 11/26/2024

Permit Valid For Two-Years From Approval Date. Applicant should call for a "Final Inspection" or request a "Permit Extension" prior to permit expiration to avoid having to pay new permit fees.

Applicant:

Name: City of Sedro-Woolley

Phone: 360-855-0771

Address: 325 Metcalf St

Sedro-Woolley, WA 98284

Work Description: Mock Mural Permit - NOT A VALID PERMIT APPLICATION

Project Location:

Parcel Number: 77545

Zoning: P

Address: 325 Metcalf Street

Sedro-Woolley, WA 98284

Block: 16
Lot(s): 1-24

Addition:

Property Owner(s):

Name: City of Sedro-Woolley

Phone:

Address: 325 Metcalf St

Sedro-Woolley, WA 98284

Artist:

Name: John Doe

Phone: 999-999-9999

Address: 123 Main St

City, ST ZIP

Contractor:

Fees & Receipts:

345.83.00.001 001	Design Review	\$25.00
Total Receipts:		\$0.00

Project Description:

Project Description: Mock Mural Permit - NOT A VALID PERMIT APPLICATION

Structure Use:

Purpose:

Construction Value: 0

Floor Areas:

Living Space:

Basement/Storage:

Garage:

Decks:

Porches:

Impervious Surfaces:

House:

Garage:

Driveway:

Porch/Walk:

Other:

Other:

Total:

Structure Area: Site Area: Percentage of Site:

Permit Conditions:

1. Construction must be in conformance with 2021 IRC/IBC as adopted by the City of Sedro-Woolley and the approved construction drawings stamped and dated:
2. Changes marked in red on the approved plans by the City Plans Examiner are hereby made a part of this permit and must be made.
3. The approved drawings must be on site and made available to the Building Official and/or City Inspector upon request.
4. Any changes to the approved plans must be reviewed and approved by the Planning Department prior to calling for an inspection for those items.
5. Any changes to the approved Design review plans must be reviewed and approved by the Planning Department prior to the change.
6. All murals will require a final inspection. Please Call 360-855-0139 and request a final inspection through the Building Department.
7. All electrical work to conform to electrical code and applicant must obtain electrical permit from State Labor & Industries (L&I) as necessary.
8. No materials used for the completion of the mural, including but not limited to graywater, paint, and oils, shall be disposed of through the municipal stormwater system.
- 9.

CALL BEFORE YOU DIG! BEFORE BEGINNING CONSTRUCTION, CALL THE UTILITY LOCATE CENTER AT 1-800-424-5555.

The above-named permit holder is not granted any special exemptions from any City regulations concerning the above stated activity and is required to abide by all City rules, regulations, or ordinances which may affect such an activity. The City Building Official and/or his designee(s) shall be permitted reasonable access to the property to conduct monitoring and inspections of construction activities and to certify compliance with the conditions of this permit, the International Building Code and City rules, regulations and ordinances. Whenever the Building Official and/or his designee(s) finds any work regulated by City codes and regulations or is dangerous and unsafe the City Building Official and/or his designee(s) is authorized to issue a stop work order. The City Building Official is authorized to, in writing, suspend or revoke whenever a certificate is made in error, or on the basis of incorrect information supplied by the applicants agent, or where it is determined that the building or structure or portion thereof is in violation of any City codes and regulations.

This permit is valid for two (2) years from date of issuance. This permit does not become valid until signed below.

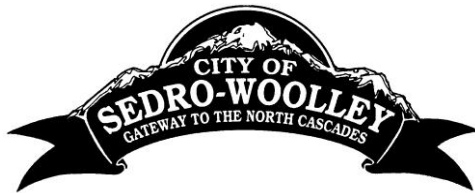
Permittee Signature

Date

City Planning Department

Date

CALL 360-855-0139 EXT. #1 FOR ALL BUILDING INSPECTIONS



Sedro-Woolley Planning Department
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MURAL PERMIT APPLICATION

APPLICATION No. _____

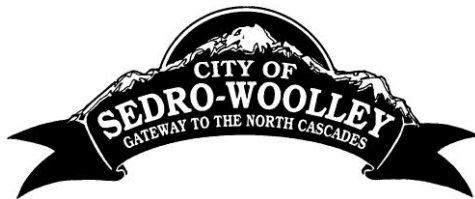
Applicants shall be charged a **\$25.00** non-refundable fee at the time of application. Multiple murals are not permitted under the same mural permit. Please complete a separate application for each proposed mural. Failure to attach all required submittal documents will result in an incomplete application and will not be accepted by city staff.

THIS PAGE TO BE COMPLETED BY CITY STAFF AT THE TIME OF APPLICATION

Required Submittals

- 1 ☐ One (1): Completed application signed by applicant.
- 2 ☐ Two (2): **Scaled renderings** of the proposed mural. The renderings will need to be a photograph or a color illustration of the proposed mural. The dimensions of the renderings will need to be accurately scaled to the proposed mural. The rendering shall be submitted on a size not less than eight and one-half inches by eleven inches.
- 3 ☐ One (1): Set of the **Artist's Portfolio**. A portfolio of at least three distinct artistic compositions that are representative of the artist's skill, style, preferences, expertise, and other distinguishable elements of art. The art submitted in the portfolio must be created by the same individual or association who intends to create the mural applied for in the application herein. Compositions submitted in the portfolio shall be submitted on a size not less than eight and one-half inches by eleven inches, each.
- 4 ☐ Two (2): **Façade Plans**. A computer-assisted or hand-drawn illustration of the façade of the building on which the mural is to be affixed, including the dimensions of the mural, dimensions of the building façade, and description of the material composition of the building façade. Façade plans are intended to depict the face of the building to be painted, not depict the art itself.
- 5 ☐ Payment of design review fee (\$25.00).

Application accepted by: _____ Date: _____



Sedro-Woolley Planning Department
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MURAL PERMIT APPLICATION

SECTION I – PROPERTY & PROJECT INFORMATION

Fill out completely. Attach legal descriptions and supporting documents as necessary. Please complete Sections I and II of application. Failure to complete all sections will result in an incomplete application and may not be accepted by City staff.

Who should we contact with any questions about this application? ☐ **Applicant** ☐ **Owner** ☐ **Artist**

APPLICANT	PROPERTY OWNER	ARTIST
Name: _____	Name: _____	Name: _____
Organization (if applicable): _____	Organization (if applicable): _____	Organization (if applicable): _____
Address: _____	Address: _____	Address: _____
City: _____	City: _____	City: _____
Zip Code: _____	Zip Code: _____	Zip Code: _____
Day Phone: _____	Day Phone: _____	Day Phone: _____
Cell Phone: _____	Cell Phone: _____	Cell Phone: _____
Email: _____	Email: _____	Email: _____

PROJECT SITE IDENTIFICATION	
Site Address: _____	Parcel I.D. #: _____ (Refer to Skagit County Assessor website)
Legal description of property (<i>attach additional sheets as necessary</i>): _____ _____	
Please provide a brief description of the proposed mural and the associated building façade: _____ _____ _____	

ARTISTIC MATERIALS
Please provide a brief description of the materials that will be utilized for the creation of the proposed murals (may include paint, brushes, equipment, etc.): _____ _____ _____ _____ _____

SECTION II– ACKNOWLEDGEMENT & SIGNATURE

Complete for this application. Failure to sign the permit application will result in an incomplete application.

ACKNOWLEDGEMENT	
Please provide a brief description of how the proposed mural complies with and addresses the standards of 17.40.050 SWMC (Murals):	
SIGNATURE	
Application is hereby made for a MURAL PERMIT. I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the legal authority to undertake the proposed activities and I hereby grant to the officials of the City of Sedro-Woolley the right to enter the above-described property to inspect the property as part of the project review process.	
Signature (Required):	Date:



City Council Agenda Item

Agenda Item No.: m.2.

Date: November 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Master Fee Schedule - Resolution 1155-24 - 1st Read

RECOMMENDED ACTION:

First read, no necessary action.

Motion to approve Resolution 1155-24 updating the Master Fee Schedule effective January 1, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Below is a summary of changes:

- Solid Waste – Ordinance 2085-24 increased 3.1%
- Sewer and Stormwater – Ordinances 2086-24 and 2087-24 increased 3.1%
- Park – No changes
- Building and Construction
 - Attachment A Schedule of Traffic Impact Fees – Increased 12.2% consistent with Federal Highway Administration's National Construction Cost Index (NHCCI)
 - Attachment B Building, Planning & Engineering Fee Schedule – No change
- Schedule of Park Impact Fees per Unit – Increase 3.8% consistent with CPI-U Seattle-Tacoma-Bellevue June to June
- Cemetery – No changes
- Public Records Request – See changes
- Other
 - Attachment C SWFD Training Facility Fees – New schedule added

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Resolution 1155-24 - Master Fee Schedule
2. Master Fee Schedule w Attachments_2025+2024

RESOLUTION 1155-24

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, UPDATING THE MASTER FEE SCHEDULE

WHEREAS, the City of Sedro-Woolley established the use of a Master Fee Schedule via Ordinance No. 2013-22 adopted August 24, 2022; and,

WHEREAS, the City Council's most recent update to the Master Fee Schedule occurred on June 26, 2024, by passage of Resolution 1147-24; and,

WHEREAS, certain updates are needed to bring the Master Fee Schedule up-to-date; and,

WHEREAS, Ordinance 2085-24, Ordinance 2086-24, Ordinance 2087-24 containing updates to the sewer, solid waste, and stormwater utility rates; and,

WHEREAS, traffic impact fees have been updated by the Federal Highway Administration's National Highway Construction Cost Index of 12.2%; and

WHEREAS, park impact fees have been updated by the Seattle-Tacoma-Bellevue June to June CPI-U of 3.0%; and

WHEREAS, public record request fee schedule have been updated; and

WHEREAS, the Sedro-Woolley Fire Department Training Facility fee schedule has been added; and

WHEREAS, Master Fee Schedule, as attached, has been updated; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sedro-Woolley as follows:

1. Updating the Master Fee Schedule. The City hereby adopts by reference and incorporated herein attached Exhibit "A" entitled the "Master Fee Schedule", including Attachment A Schedule of Traffic Impact Fees, Attachment B Building, Planning, & Engineering Fee, and Attachment C Sedro-Woolley Fire Department Training Facility Fees updating the fees, rates, deposits, and other charges of the City.
2. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect as of the January 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, State of Washington, on this 11 day of December, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

CITY of SEDRO-WOOLLEY



MASTER FEE SCHEDULE

Effective January 1, 2025



2025 SOLID WASTE RATES

RESIDENTIAL GARBAGE RATES

ITEM	RATE	ADD'T INFO	
20 Gallon Toter	\$15.67	Customer with existing 20 gallon toter only	
32 Gallon Toter	\$25.98		
65 Gallon Toter	\$36.45		
95 Gallon Toter	\$46.91		
LOW INCOME - 20 Gallon Toter	\$12.54	Low Income - 80% of regular rate	
LOW INCOME - 32 Gallon Toter	\$20.78		
LOW INCOME - 65 Gallon Toter	\$29.16		
LOW INCOME - 95 Gallon Toter	\$37.53		
OPTIONAL: Food and Yard Waste	\$12.89 per Unit		12.89

RESIDENTIAL RECYCLING RATES

ITEM	RATE	ADD'T INFO	
Curbside Recycling	\$9.28 per Unit	single family + multifamily	9.28
LOW INCOME - Curbside Recycling	\$7.42 per Unit	80% of regular rate	7.42

FUEL SURCHARGE

ITEM	RATE	ADD'T INFO
Diesel over \$3.00 per Gallon	\$2.09	Flat fee when diesel is over \$3.00, \$4.00, or \$5.00 per gallon. Amount is charged per month for each account. Rates include \$1.00 base rate plus garbage and recycling.
Diesel over \$4.00 per Gallon	\$2.63	
Diesel over \$5.00 per Gallon	\$3.18	

COMMERCIAL GARBAGE RATES (PERMANENT)

ITEM	RATE	ADD'T INFO
32 Gallon Toter	\$27.32	
65 Gallon Toter	\$36.45	
95 Gallon Toter	\$49.02	
1 Yard Dumpster	\$118.15	
2 Yard Dumpster	\$156.20	
3 Yard Dumpster	\$232.65	
4 Yard Dumpster	\$306.36	
6 Yard Dumpster	\$452.02	
8 Yard Dumpster	\$604.29	
20, 30 & 40 Yard Roll-Off	\$130.00 a Ton	

DUMPSTER RENTALS (TEMPORARY)

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO
1 Yard Dumpsters	\$39.29	\$3.86 per Day	
2 Yard Dumpsters	\$69.49	\$3.86 per Day	
3 Yard Dumpsters	\$107.24	\$3.86 per Day	
4 Yard Dumpsters	\$122.38	\$7.71 per Day	
6 Yard Dumpsters	\$182.76	\$7.71 per Day	
8 Yard Dumpsters	\$243.22	\$7.71 per Day	
20, 30 & 40 Yard Roll-Off	\$130.00 a Ton	\$7.71 per Day	or \$73.48 per month for permanent containers Haul fee of \$242.05

Delivery + Pick Up: 1-8 Yard Dumpster	\$25.13
Delivery + Pick Up: 20, 30 & 40 Yard Dumpsters	\$73.55

EXTRA CHARGE ITEMS

ITEM	RATE	ADD'T INFO
Recliner	\$17.00	
Refrigerators /freezers	\$25.78	
Other Appliances	\$17.00	
Mattress	\$17.00	
Couch	\$17.00	
Tires	\$6.00	
Wood Waste-Residential	\$12.36 per Yard	We Haul - \$12.36 per yard X 30 yards + \$242.05 haul fee
Wood Waste-Commercial	\$12.36 per Yard	
Yard Waste - Commercial	\$12.36 per Yard	We Haul - \$12.36 per yard X 30 yards + \$103.00 haul fee
Construction and Demo - Recycling	varies	20-40 yard roll-off dumpster = varies based on materials recycling + \$7.35 per day (or \$73.48 per month if over 1 month) + \$242.05 haul fee
Cement - Residential	\$11.33 per Ton	We Haul - \$12.36 per yard X 30 yards + \$242.05 haul fee
Cement - Commercial	\$11.33 per Ton	
Chain & Lock (one-time fee) - All Dumpsters	\$15.47	
Toter Replacement	\$114.01	
Liner Replacement	\$102.01	

COMMERCIAL RECYCLING

ITEM	MIXED PAPER	CARDBOARD	MIXED RECYCLING
95 Gallon Container	\$72.17	Not available	\$72.17
2 Yard Dumpster	\$82.48	\$41.24	\$82.48
3 Yard Dumpster	\$113.41	\$46.40	\$113.41
4 Yard Dumpster	\$134.03	\$51.55	\$134.03
6 Yard Dumpster	\$168.05	\$56.71	\$168.05
8 Yard Dumpster	\$221.67	\$61.86	\$221.67

UTILITY TAX

ITEM	RATE	ADD'T INFO
Utility Tax	10.50%	

SPECIAL PERMIT RATES

ITEM	RATE PER YEAR	PER CART, CONTAINER OR VEHICLE
Source Separated Recycling Companies and Non-Profits	\$619	\$0
Mixed Recycling Companies	\$2,474	\$20.62
Junk Collector Companies	\$2,474	\$20.62
Penalties for Non-Compliance with Above Special Permits	\$0	\$515 per Violation
Solid Waste Truck Advertising	\$1,237	\$54 per Vehicle per Side per Month
Hourly Charge for Solid Waste Department to Handle Improve Disposal	\$103 per Hour with Minimum of \$103, or cost of services	

LATE CHARGES

Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. A late penalty of ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.



2024 SOLID WASTE RATES

RESIDENTIAL GARBAGE RATES

ITEM	RATE	ADD'T INFO
20 Gallon Toter	\$15.20	
32 Gallon Toter	\$25.20	
65 Gallon Toter	\$35.35	
95 Gallon Toter	\$45.50	
LOW INCOME - 20 Gallon Toter	\$12.16	
LOW INCOME - 32 Gallon Toter	\$20.16	Low Income - 80% of regular rate
LOW INCOME - 65 Gallon Toter	\$28.28	
LOW INCOME - 95 Gallon Toter	\$36.40	
OPTIONAL: Food and Yard Waste	\$12.50 per Unit	

RESIDENTIAL RECYCLING RATES

ITEM	RATE	ADD'T INFO
Curbside Recycling	\$9.00 per Unit	single family + multifamily
LOW INCOME - Curbside Recycling	\$7.20 per Unit	80% of regular rate

FUEL SURCHARGE

ITEM	RATE	ADD'T INFO
Diesel over \$3.00 per Gallon	\$2.03	Flat fee when diesel is over \$3.00, \$4.00, or \$5.00 per gallon.
Diesel over \$4.00 per Gallon	\$2.55	Amount is charged per month for each account. Rates include
Diesel over \$5.00 per Gallon	\$3.08	\$1.00 base rate plus garbage and recycling.

COMMERCIAL GARBAGE RATES (PERMANENT)

ITEM	RATE	ADD'T INFO
32 Gallon Toter	\$26.50	
65 Gallon Toter	\$35.35	
95 Gallon Toter	\$47.55	
1 Yard Dumpster	\$114.60	
2 Yard Dumpster	\$151.50	
3 Yard Dumpster	\$225.65	
4 Yard Dumpster	\$297.15	
6 Yard Dumpster	\$438.43	
8 Yard Dumpster	\$586.12	
20, 30 & 40 Yard Dumpsters	\$104.00 a Ton	

DUMPSTER RENTALS (TEMPORARY)

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO
1 Yard Dumpsters	\$38.11	\$3.57 per Day	
2 Yard Dumpsters	\$67.40	\$3.57 per Day	
3 Yard Dumpsters	\$104.02	\$3.57 per Day	
4 Yard Dumpsters	\$118.70	\$7.14 per Day	
6 Yard Dumpsters	\$177.26	\$7.14 per Day	
8 Yard Dumpsters	\$235.91	\$7.14 per Day	
20, 30 & 40 Yard Dumpsters	\$104.00 a Ton	\$7.14 per Day	or \$71.34 per month for permanent containers
Delivery + Pick Up: 1-8 Yard Dumpster	\$24.37		
Delivery + Pick Up: 20, 30 & 40 Yard Dumpsters	\$71.34		

EXTRA CHARGE ITEMS

ITEM	RATE	ADD'T INFO
Recliner	\$15.00	
Refrigerators /freezers	\$25.00	
Other Appliances	\$15.00	
Mattress	\$15.00	
Couch	\$15.00	
Tires	\$5.00	
Wood Waste-Residential	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$235.00 haul fee
Wood Waste-Commercial	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$235.00 haul fee
Yard Waste - Commercial	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$100.00 haul fee
		20-40 yard roll-off dumpster = varies based on materials
Construction and Demo - Recycling	varies	recycling + \$7.14 per day (or \$71.34 per month if over 1 month) + \$235 haul fee
Cement	\$11.00 per Ton	
Chain & Lock (one-time fee) - All	\$15.00	
Dumpsters		
Toter Replacement	\$110.58	
Liner Replacement	\$98.94	

COMMERCIAL RECYCLING

ITEM	MIXED PAPER	CARDBOARD	MIXED RECYCLING
95 Gallon Container	\$70	Not available	\$70
2 Yard Dumpster	\$80	\$40	\$80
3 Yard Dumpster	\$110	\$45	\$110
4 Yard Dumpster	\$130	\$50	\$130
6 Yard Dumpster	\$163	\$55	\$163
8 Yard Dumpster	\$215	\$60	\$215

UTILITY TAX

ITEM	RATE	ADD'T INFO
Utility Tax	10.50%	

SPECIAL PERMIT RATES

ITEM	RATE PER YEAR	PER CART, CONTAINER OR VEHICLE
Source Separated Recycling Companies and Non-Profits	\$600	\$0
Mixed Recycling Companies	\$2,400	\$20
Junk Collector Companies	\$2,400	\$20
Penalties for Non-Compliance with Above Special Permits		\$500 per Violation
Solid Waste Truck Advertising	\$1,200	\$50 per Vehicle per Side per Month
Hourly Charge for Solid Waste Department to Handle Improve Disposal	\$100 per Hour with Minimum of \$100, or cost of services	

LATE CHARGES

Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. A late penalty of ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.

Sedro-Woolley Municipal Code Chapter / Section References:
8.04



2025 SEWER AND STORMWATER RATES

SEWER CONNECTION FEES		SWMC 13.16.035
ITEM	RATE	ADD'T INFO
Connection or Commencement of Use per ERU	\$ 9,924.41	for single family residential, duplexes, triplexes, mobile home unit or condominium, multiple residential greater than 4 units
Plumbing Fixture	\$ 412.40	per each equivalent fixture unit, applies to all non-residential users
Uses other than plumbing fixtures	\$ 412.40	per 234 gallons water consumption per month, for non-residential users not using equivalent fixture unit counts
Credit for Disconnecting Septic System	\$ 2,943.51	

SEWER UTILITY SPECIAL CONNECTION FEES		SWMC 13.16.037, 13.16.038, 13.16.039, 13.16.039.1, 13.16.039.2
ITEM	Rate	
North Reed Street	\$ 1,152.00	per each residential unit or per each ERU for non residential properties
Cook Road-Trail Road	\$ 3,426.00	per each residential unit or per each ERU for non residential properties
Fruitdale Road	\$ 3,450.00	per each residential unit or per each ERU for non residential properties
North Township Street	\$ 725.00	per each residential unit or per each ERU for non residential properties
West Bennet, West Nelson, Batey Robinson and Borseth Street	\$ 3,450.00	per each residential unit or per each ERU for non residential properties

SEWER RATES		SWMC 13.30.020, 13.30.030, 13.30.040, 13.30.130
ITEM	RATE	ADD'T INFO
Residential	\$ 75.94	
multi residential	\$ 75.94	per unit for duplexes, triplexes and multifamily with 4 or more units
Nonresidential	\$ 75.94	base
and	\$ 7.02	per 100 cubic feet of water greater than 750cu.ft per month measured by PUD water meter
credit for BOD less than 120mg/liter	1%	reduction of volume charge for each ten mg/liter BOD less than 120 mg/liter
surcharge for BOD greater than 360mg/liter	1%	increase of volume charge for each ten mg/liter BOD greater than 360 mg/liter
Low Income Residential Household	\$ 60.76	
Outside City Limit	150%	

STORM AND SURFACE WATER		SWMC 2.46.090, 2.46.100
ITEM	RATE	ADD'T INFO
Class 1 Single-Family/Multifamily/Condo with 1 unit	\$ 13.49	per month per parcel
Class 2 Multifamily/condos with 2 or more units	\$ 6.74	per month per unit
Class 3 Commercial/Industrial	\$ 13.49	per 10,000 sq. ft of land per parcel
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel
Class 4 Public Use Customer (Schools, Government Buildings)	\$ 13.49	per 10,000 sq. ft of land per parcel
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel
Class 5 Mixed Use facilities	\$ 13.49	\$13.08 Per Month per Commercial Unit for Every 10,000 Sq. Ft. of Land and \$13.08 per Month per Unit, Unless 3+ Residential, the fee Shall be 50% of the Class 1 per-Unit Basis
Low Income Single Family	\$ 10.79	per month per parcel (80% of Class 1 rate)



2024 SEWER AND STORMWATER RATES

SEWER CONNECTION FEES		
ITEM	RATE	ADD'T INFO
Connection or Commencement of Use	\$9,626	per ERU
Accessory Dwelling Unit - Connection or Commencement of Use	\$0	
Plumbing Fixture	\$400	per Fixture Unit
Utility Plumbing Fixtures Water Consumption	\$400	per 234 Gallons of Water Per Month
Credit for Disconnecting Septic System	\$2,855	

SEWER UTILITY CONNECTION FEES		
ITEM	RESIDENTIAL - per Residential Dwelling Unity	NONRESIDENT - per EDU
North Reed Street	\$1,152	\$1,152
Cook Road-Trail Road	\$3,426	\$3,426
Fruitdale Road	\$3,450	\$3,450
North Township Street	\$725	\$725
West Bennett, West Nelson, Batey, Robinson and Borseth Streets	\$3,450	\$3,450

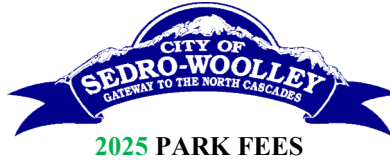
SEWER RATES		
ITEM	RATE	ADD'T INFO
Residential	\$73.66	
Nonresidential	\$6.81	Volume Rate (in Cubic Feet)
Low Income Citizen	\$58.93	

STORM WATER AND SURFACE WATER		
ITEM	RATE	ADD'T INFO
Class 1 Single - Family / Multifamily / Condos with 1 Unit	\$13.08	per Month
LOW INCOME - Class 1 Single - Family / Multifamily / Condos with 1 Unit	\$10.47	per Month 80% of regular rate
Class 2 Multifamily / Condos with 2 or More Units	\$6.54	50% of Class 1/Per-Unit Basis
Class 3 Commercial / Industrial	\$13.08 or \$26.16	\$13.08 Per 10,000 Sq. Ft. of Land or \$26.16 Per 10,000 Sq. Ft. of Impervious Surface
Class 4 Public Use Customers (Schools, Government Buildings, etc.)	\$13.08 or \$26.16	\$13.08 Per 10,000 Sq. Ft. of Land or \$26.16 Per 10,000 Sq. Ft. of Impervious Surface
Class 5 Mixed Use Structures	\$13.08	\$13.08 Per Month per Commercial Unit for Every 10,000 Sq. Ft. of Land and \$13.08 per Month per Unit, Unless 3+ Residential, the fee Shall be 50% of the Class 1 per-Unit Basis

Sedro-Woolley Municipal Code Chapter / Section References:

2.46.080

2.46.090

**2025 PARK FEES**

ATHLETIC FIELD USER FEES		
Facility	Weekly Rate	Daily Rate
Riverfront 1 - East	\$90.00	\$25.00
Riverfront 2 - West	\$90.00	\$25.00
Riverfront - Rookie - South	\$50.00	\$15.00
Riverfront - T-Ball - North	\$50.00	\$15.00
Tesarik	\$90.00	\$25.00
Winnie Houser	\$200.00	\$60.00
Denny Engberg	\$150.00	\$45.00

COMMUNITY CENTER RENTAL FEES							
Group				Security Deposit		Facility Monitor	Audio / Visual
Day of the Week	Resident	Community Group	All Others	NO Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	Audio / Visual Equipment
Monday through Thursday	\$225	\$150	\$375	\$100	\$1,000	\$250 flat fee	\$50
Friday through Sunday	\$275	\$150	\$425	\$100	\$1,000	\$250 flat fee	\$50

Additional Cleanup Required	\$50 per hour
Annual Users	\$175 per use
Consecutive Days	\$100 less, beyond first
Storage Closet - Large	\$15 per month
Storage Closet - Small	\$10 per month

SENIOR CENTER RENTAL FEES				
Day of the Week	Resident	Community Group	All Others	Deposit
Monday through Thursday	\$50	\$25	\$200	\$100
Friday through Sunday	\$100	\$25	\$250	\$100

RECREATIONAL VEHICLE PARK FEES	
Location	Fee
Riverfront RV Park (Without Full Sewer Hook-Ups)	\$40 per Night
Bingham RV Park (with Full Sewer Hook-Ups)	\$50 per Night

OTHER FACILITY RENTALS		
Group		
Location	Resident	Nonresident
Riverfront - Large Covered Eating Area	\$175	\$250
Riverfront - Small Covered Eating Area	\$125	\$150
Memorial Park - Covered Shelter	\$25	\$35
Bingham Park Shelter	\$100	\$150
Hammer Heritage Square	\$100	\$200
Riverfront - Amphitheatre - Nonprofits, City Sanctioned Festivals, Private Users and For-Profit	\$400	\$650

Special Events, Parades and Festivals - Deposit Required	Up to \$1,000
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Sedro-Woolley Municipal Code Chapter / Section References:

12.36.020 12.36.050
 12.36.030 12.36.090
 12.36.040

**2024 PARK FEES**

ATHLETIC FIELD USER FEES		
Facility	Weekly Rate	Daily Rate
Riverfront 1 - East	\$90.00	\$25.00
Riverfront 2 - West	\$90.00	\$25.00
Riverfront - Rookie - South	\$50.00	\$15.00
Riverfront - T-Ball - North	\$50.00	\$15.00
Tesarik	\$90.00	\$25.00
Winnie Houser	\$200.00	\$60.00
Denny Engberg	\$150.00	\$45.00

COMMUNITY CENTER RENTAL FEES							
Group				Security Deposit		Facility Monitor	Audio / Visual
Day of the Week	Resident	Community Group	All Others	NO Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	Audio / Visual Equipment
Monday through Thursday	\$225	\$150	\$375	\$100	\$1,000	\$250 flat fee	\$50
Friday through Sunday	\$275	\$150	\$425	\$100	\$1,000	\$250 flat fee	\$50

Additional Cleanup Required	\$50 per hour
Annual Users	\$175 per use
Consecutive Days	\$100 less, beyond first
Storage Closet - Large	\$15 per month
Storage Closet - Small	\$10 per month

SENIOR CENTER RENTAL FEES				
Day of the Week	Resident	Community Group	All Others	Deposit
Monday through Thursday	\$50	\$25	\$200	\$100
Friday through Sunday	\$100	\$25	\$250	\$100

RECREATIONAL VEHICLE PARK FEES	
Location	Fee
Riverfront RV Park (Without Full Sewer Hook-Ups)	\$40 per Night
Bingham RV Park (with Full Sewer Hook-Ups)	\$50 per Night

OTHER FACILITY RENTALS		
Group		
Location	Resident	Nonresident
Riverfront - Large Covered Eating Area	\$175	\$250
Riverfront - Small Covered Eating Area	\$125	\$150
Memorial Park - Covered Shelter	\$25	\$35
Bingham Park Shelter	\$100	\$150
Hammer Heritage Square	\$100	\$200
Riverfront - Amphitheatre - Nonprofits, City Sanctioned Festivals, Private Users and For-Profit	\$400	\$650

Special Events, Parades and Festivals - Deposit Required	Up to \$1,000
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Sedro-Woolley Municipal Code Chapter / Section References:

12.36.020 12.36.050
 12.36.030 12.36.090
 12.36.040



2025 BUILDING AND CONSTRUCTION

Building and Construction	
Description	Fee
Building Code Fees	See attached Building, Planning & Engineering Fee Schedule
Administrative Fee	\$750
Transportation Fee Schedule and Establishment of Service Area	Attachment A
Park Impact Fee and Establishment of Service Area	Attachment B
Fire Department Impact Fee and Establishment of Service Area	Attachment C
School Impact Fees and Administrative Fees	\$35
Independent Fee Calculations - Deposit	\$500
School Impact Fees - Single Family Units: per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park)	\$4,461
School Impact Fees - Multifamily Units: per residential unit in a multifamily structure	\$2,888
School Impact Fees - Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$1,338.30 30% of a standard school impact fee
School Impact Fees - Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$2,230 50% of a standard school impact fee

Attachment A – Schedule of Traffic Impact Fees

See attached schedule. SWMC 15.60.050 B. "The impact fee schedule of costs out, a set out in in Attachment A, shall be updated annually at a rate adjusted in accordance with the Federal Highway Administration's National Highway Construction Cost Index (NHCCI), using an annual measure to establish revised fee schedule effective January 1st of each year."

Attachment B - Building, Planning & Engineering Fee Schedule

See attached schedule.

Schedule of Park Impact Fees per Unit	
Structure	Fee
Single-Family Resident	\$2,391
Manufactured Home	\$2,391
Units in a Duplex or Multifamily Unit	\$2,391
Dependent Relative Cottage	\$2,391
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$717.15 30% of a standard park impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$1,195.26 50% of a standard park impact fee
All Units Not Specifically Identified in the Above	\$2,391

Annual increase by Seattle-Tacoma-Bellevue June to June CPI-U

Schedule of Fire Department Impact Fees	
Structure	Fee
Residential structures, including single-family and multifamily structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$0.08 per square foot of structure 30% of a standard fire impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$0.14 per square foot of structure 50% of a standard fire impact fee

Nonresidential structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches; provided, that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system
Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline	shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.100.

Sedro-Woolley Municipal Code Chapter / Section References:

15.04	15.60.070
15.52.1220	15.60.90
15.60.050	15.664.130
	15.64.150



2024 BUILDING AND CONSTRUCTION

Building and Construction	
Description	Fee
Building Code Fees	See attached Building, Planning & Engineering Fee Schedule
Administrative Fee	\$750
Transportation Fee Schedule and Established of Service Area	Attachment A
Park Impact Fee and Establishment of Service Area	Attachment B
Fire Department Impact Fee and Establishment of Service Area	Attachment C
School Impact Fees and Administrative Fees	\$35
Independent Fee Calculations - Deposit	\$500
School Impact Fees - Single Family Units: per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park)	\$4,461
School Impact Fees - Multifamily Units: per residential unit in a multifamily structure	\$2,888
School Impact Fees - Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$1,338.30 30% of a standard school impact fee
School Impact Fees - Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$2,230 50% of a standard school impact fee

Attachment A – Ordinance No. 1960-20 allows for the updating of the Transportation Impact Fees; the attachment to this Master Fee Schedule of the Transportation Impact Fees contains the most recent fee schedule.

Attachment B - Schedule of Park Impact Fees per Unit

Structure	Fee
Single-Family Resident	\$2,303
Manufactured Home	\$2,303
Units in a Duplex or Multifamily Unit	\$2,303
Dependent Relative Cottage	\$2,303
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$690.90 30% of a standard park impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$1,151.50 50% of a standard park impact fee
All Units Not Specifically Identified in the Above	\$2,303

Annual increase by Seattle-Tacoma-Bellevue June to June CPI-U

Attachment C - Schedule of Fire Department Impact Fees

Structure	Fee
Residential structures, including single-family and multifamily structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$0.08 per square foot of structure 30% of a standard fire impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$0.14 per square foot of structure 50% of a standard fire impact fee
Nonresidential structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches; provided, that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system
Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline	shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.100.

Sedro-Woolley Municipal Code Chapter / Section References:

15.04

15.52.1220

15.60.050

15.60.070

15.60.90

15.664.130

15.64.150

**2025 CEMETERY**

BURIAL SPACE	
Description	Amount
Burial Space (includes space at \$1,000; endowment at \$100)	\$1,100
Double Burial Single Space (1 full body and 1 cremains or 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 Additional
Triple Burial Single Space (1 full body and 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 additional
Opening/Closing (Includes tent, chairs, greens and equipment)	\$1,000
Standard Size Concrete Liner (Includes purchase price and handling) (Oversize liner price on request)	\$675 + Sales Tax
Concrete Vault (Handling fee only)	\$200
Headstone Reset Fee	\$50
Headstone Setting	\$200
Additional folding chairs (up to 20) \$2.00 per additional chair	\$2.00 per additional chair

URN SPACE	
Description	Amount
Urn Space (Includes space at \$425.00; endowment at \$100.00)	\$525.00
Double Burial Single Space Requires Purchase of Burial Space; Fee for Each Addition Burial	\$300 Additional
Opening/Closing (Includes tent, chairs and greens)	\$400
Opening/Closing (No tent, chairs or greens)	\$200
Urn Vault (Includes purchase price and handling)	\$175 + Sales Tax
Headstone Setting	\$200

BABY SPACE	
Description	Amount
Baby Space (Includes space at \$300.00; endowment at \$100.00)	\$400
Opening/Closing (Includes tent, chairs and greens)	\$300
Opening/Closing (No tent, chairs or greens)	\$275
Concrete Baby Liner (Includes purchase price and handling)	\$225 + Sales Tax
Combo (Liner/Casket) (Handling fee only)	\$75
Headstone Setting	\$200

COLUMBARIUM NICHE WALL (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche Space (Includes space at variable price by location; and endowment at \$100.00)*	Niche Space (Includes space at variable price by location; and endowment at \$100)* Row 1 (top) \$850 Row 2 \$800 Row 3 \$750 Row 4 \$700
Opening/Closing (Includes tent, chairs and greens) \$275.00	\$300
Opening/Closing (No tent, chairs or greens)	\$250
Inscription (Single shutter inscription)	\$275 + Sales Tax

COLUMBARIUM NICHE WALL "ESTATE UNITY" (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche space* (11-7/8" x 11-7/8" x 15-1/2") (Includes space and endowment at \$100)	
Niches 1 through 4	\$1,450 Each
Niches 5 through 10	\$1,400 Each
Niches 11 and 12	\$1,300 Each
Niches 13 and 14	\$1,200 Each
2 plus cremains per niche	1-1/2 times single unit price
Opening/Closing (Includes tent, chairs and greens)	275

Opening/Closing (No tent, chairs or greens)	175
Inscription (Single shutter inscription) each cremains \$175.00 + Sales Tax	\$175 + Sales Tax

ADDITIONAL LABOR CHARGES (MAXIMUM OF TWO HEADSTONES PER GRAVE SPACE)	
Description	Amount
Saturday Service (Standard Burial)	\$500
Saturday Service (Cremation)	\$300
Sunday/Holiday Service (Standard Burial)	\$600
Sunday/Holiday Service (Cremation)	\$350
Additional Headstone on Existing Grave Space	\$200
Setting of Headstone Flower Vase	\$25
Chapel Services at 3:00 p.m. or Later	\$200

DISINTERNMENT	
Description	Amount
Casket/any removal	\$1,200
Casket/Relocation within Union Cemetery	\$1,600
Urn/any removal	\$250
Urn/Relocation within Union Cemetery	\$310

Sedro-Woolley Municipal Code Chapter / Section References:
2.80.040

**2024 CEMETERY**

BURIAL SPACE	
Description	Amount
Burial Space (includes space at \$1,000; endowment at \$100)	\$1,100
Double Burial Single Space (1 full body and 1 cremains or 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 Additional
Triple Burial Single Space (1 full body and 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 additional
Opening/Closing (Includes tent, chairs, greens and equipment)	\$1,000
Standard Size Concrete Liner (Includes purchase price and handling) (Oversize liner price on request)	\$675 + Sales Tax
Concrete Vault (Handling fee only)	\$200
Headstone Reset Fee	\$50
Headstone Setting	\$200
Additional folding chairs (up to 20) \$2.00 per additional chair	\$2.00 per additional chair

URN SPACE	
Description	Amount
Urn Space (Includes space at \$425.00; endowment at \$100.00)	\$525.00
Double Burial Single Space Requires Purchase of Burial Space; Fee for Each Addition Burial	\$300 Additional
Opening/Closing (Includes tent, chairs and greens)	\$400
Opening/Closing (No tent, chairs or greens)	\$200
Urn Vault (Includes purchase price and handling)	\$175 + Sales Tax
Headstone Setting	\$200

BABY SPACE	
Description	Amount
Baby Space (Includes space at \$300.00; endowment at \$100.00)	\$400
Opening/Closing (Includes tent, chairs and greens)	\$300
Opening/Closing (No tent, chairs or greens)	\$275
Concrete Baby Liner (Includes purchase price and handling)	\$225 + Sales Tax
Combo (Liner/Casket) (Handling fee only)	\$75
Headstone Setting	\$200

COLUMBARIUM NICHE WALL (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche Space (Includes space at variable price by location; and endowment at \$100.00)*	Niche Space (Includes space at variable price by location; and endowment at \$100)* Row 1 (top) \$850 Row 2 \$800 Row 3 \$750 Row 4 \$700
Opening/Closing (Includes tent, chairs and greens) \$275.00	\$300
Opening/Closing (No tent, chairs or greens)	\$250
Inscription (Single shutter inscription)	\$275 + Sales Tax

COLUMBARIUM NICHE WALL "ESTATE UNITY" (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche space* (11-7/8" x 11-7/8" x 15-1/2") (Includes space and endowment at \$100)	
Niches 1 through 4	\$1,450 Each
Niches 5 through 10	\$1,400 Each
Niches 11 and 12	\$1,300 Each
Niches 13 and 14	\$1,200 Each
2 plus cremains per niche	1-1/2 times single unit price
Opening/Closing (Includes tent, chairs and greens)	275

Opening/Closing (No tent, chairs or greens)	175
Inscription (Single shutter inscription) each cremains \$175.00 + Sales Tax	\$175 + Sales Tax

ADDITIONAL LABOR CHARGES (MAXIMUM OF TWO HEADSTONES PER GRAVE SPACE)	
Description	Amount
Saturday Service (Standard Burial)	\$500
Saturday Service (Cremation)	\$300
Sunday/Holiday Service (Standard Burial)	\$600
Sunday/Holiday Service (Cremation)	\$350
Additional Headstone on Existing Grave Space	\$200
Setting of Headstone Flower Vase	\$25
Chapel Services at 3:00 p.m. or Later	\$200

DISINTERMENT	
Description	Amount
Casket/any removal	\$1,200
Casket/Relocation within Union Cemetery	\$1,600
Urn/any removal	\$250
Urn/Relocation within Union Cemetery	\$310

Sedro-Woolley Municipal Code Chapter / Section References:
2.80.040



2025 PUBLIC RECORDS REQUESTS

PUBLIC RECORDS ACT - RELATED FEES		
Item	Rate	Description
Electronic Files	\$0.01	For each electronic file. Files refers to the number of responsive items. Files may include Word documents, PDFs, PowerPoints, audio files, or emails. The City will charge \$0.01 per file regardless if the individual files are provided to the requester in a combined PDF or one zip file.
First 200 Electronic Files	Waived	The City has determined it is overly burdensome to track invoicing and payment for requests of 200 electronic files or less (\$2.00). Therefore, the \$0.01 electronic files fee will be waived for the first 200 electronic files.
Printed Copies	\$0.15	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Printed Copies - Plotter Paper	\$0.06	Six cents per square foot for plotter paper.
Scanning	\$0.10	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
First 100 Scanned Pages	Waived	The City has determined it is overly burdensome to track invoicing and payment for requests of 100 scanned pages or less (\$10.00). Therefore, the \$0.10 scanning fee per page will be waived for the first 100 scanned pages.
Storage Devices		The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requester, and the actual postage or delivery charge.
Customized Electronic Access or Data		A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access when such compilations and customized access services are not used by the agency for other agency purposes.

Body Work Camera Records Requests	\$51.09	\$51.09 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in 15 minute intervals. Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying. Charges will not be levied if the request comes from: •A person directly involved in a recorded incident and their attorney; •A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person; •Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs; • Attorneys who represent a person in a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution or a violation of a United States Department of Justice settlement agreement and explain the relevancy of the requested video.
Postage		Actual Cost

Sedro-Woolley Municipal Code Chapter / Section References: 1.24.060



2024 PUBLIC RECORDS REQUESTS

PUBLIC RECORDS ACT - RELATED FEES		
Item	Rate	Description
Electronic Files	\$0.05	Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery.
Photocopies or Printed Copies	\$0.15	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Printed Copies - Plotter Paper	\$0.04	Six cents per square foot for plotter paper.
Scanning	\$0.10	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
Storage Devices		The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requester, and the actual postage or delivery charge.
Transmission of Electronic Files	\$0.10	Ten cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.
Customized Electronic Access or Data		A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access when such compilations and customized access services are not used by the agency for other agency purposes.
Body Work Camera Records Requests	\$47.59	\$47.59 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in 15 minute intervals. Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying. Charges will not be levied if the request comes from: •A person directly involved in a recorded incident and their attorney; •A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person; •Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs; •Attorneys who represent a person in a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution or a violation of a United States Department of Justice settlement agreement and explain the relevancy of the requested video.
Postage		Actual Cost

Sedro-Woolley Municipal Code Chapter / Section References:

1.24.060

**2025 OTHER**

ANIMAL	
Fee Type	Amount
Impound Fees	\$25 + \$10 Day After 2 Days
Animal Control Infractions	\$150
Potentially Dangerous Dog - Registration Fee	\$250 + \$50 Annually
Dangerous Dog - Registration Fee	\$500 + \$100 Annually
Potentially Dangerous Dog - Fail to Register or Renew Penalty	\$250
Dangerous Dog - Fail to Register or Renew Penalty	\$500
Animal Control Civil Penalty	\$150 + \$10 Day + Care Cost
Animal Control Civil Penalty for Animal Destruction	\$250
Hearings	\$15 per Day
Animal Control Civil Penalty for Animal Destruction- Failure to Pick Up After 10 days	\$50

FESS FOR POLICE AND FIRE REPORTS OR SERVICE FEES TABLE	
Description	Amount
Fingerprint Cards (including applicants for concealed weapons permits)	\$10 (Up to 2)+ \$3 for Additional

BUSINESS LICENSES AND REGULATIONS		FAILURE TO PAY		
Description	Amount	11-60 days late	60-90 days late	90+ days late
Business License Fee - General Business	\$35 annually	\$3.50	\$7.00	\$10.50
Business License Fee - Selling and Beveraging Alcohol or Cannibis	\$250 annually	\$25.00	\$50.00	\$75.00
Business License Fee- Pawnbroker	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee- Mobile Vending	\$75 annually	\$7.50	\$15.00	\$22.50
Business License Fee - Taxicabs	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee - Extension Vendors	\$200 annually per location	\$20.00	\$40.00	\$60.00

Failure to pay fees may be waived at the Finance Director's discretion on a case by case basis.

CITY RIGHTS-OF-WAY	
Description	Amount
Utility Relocation - Enforcement	\$250 Per Day
Cable Communications - Cable System Evaluation - Non-Compliance Fee	Up to \$3,500 Per Evaluation - To Adjusted from 1997 Inflation

ZONING	
Description	Amount
Enforcement of the Critical Areas Regulations - Violations Civil Penalty	\$75 Per Day
Model Homes - Application Requirements	\$300 Per Model
Temporary Homeless Encampment Permit Application	\$1,500

CODE ENFORCEMENT	
Description	Amount
Notice of Violation and Order/Administrative Proceeding - Appeal Procedure	\$300 filing fee plus actual cost of hearing examiner (if appellant is successful, hearing examiner cost is waived)
Civil Fines and Civil Penalties - Civil Penalty - Critical Areas	\$50,000

Attachment C - Sedro-Woolley Fire Department Training Facility Fees	
See attachment.	

OTHER	
Description	Amount
Fireworks - Public Display - Permit Fees	50
Smoking in Public Places and Places of Employment - Penalties - Person	Up to \$100
Smoking in Public Places and Places of Employment - Penalties - Owner Obligations	Up to \$100
Violation - Penalty	Class 1 civil infraction \$250.00 Class 2 civil infraction \$125.00
Tree Standards - Inspection and Appeal - Penalty	\$250 Each Day

EMPLOYEE RECOGNITION	
Description	Amount
Employee Recognition Program Token Appreciation Award	Up to \$100
Years of Service - Value of Item	Example of Type of Item
1 year - \$15	City logo hat or mug
5 years - \$35	City logo polo shirt / sweater
10 years - \$65	City logo jacket / coat / vest
20 years - \$100	City logo article

Sedro-Woolley Municipal Code Chapter / Section References:

3.60.010
5.04.030
5.04.060
8.28.060
8.36.040
8.50.160
12.40.120
17.65.760
17.98.040
17.110.020
18.15.040
18.35.030
2.100.040

**2024 OTHER**

ANIMAL	
Fee Type	Amount
Impound Fees	\$25 + \$10 Day After 2 Days
Animal Control Infractions	\$150
Potentially Dangerous Dog - Registration Fee	\$250 + \$50 Annually
Dangerous Dog - Registration Fee	\$500 + \$100 Annually
Potentially Dangerous Dog - Fail to Register or Renew Penalty	\$250
Dangerous Dog - Fail to Register or Renew Penalty	\$500
Animal Control Civil Penalty	\$150 + \$10 Day + Care Cost
Animal Control Civil Penalty for Animal Destruction	\$250
Hearings	\$15 per Day
Animal Control Civil Penalty for Animal Destruction- Failure to Pick Up After 10 days	\$50

FESS FOR POLICE AND FIRE REPORTS OR SERVICE FEES TABLE	
Description	Amount
Record Check (includes clearing letter for visa, passport, etc.)	Per name \$10.00
Fingerprint Cards (including applicants for concealed weapons permits)	\$10 (Up to 2)+ \$3 for Additional
Traffic Accident or Fire Incident Report	Up to 2 pages \$5.00; 3-20 pages \$10.00; each additional page \$0.50
Traffic accident or fire incident witness statements	Per Statement \$4.00

BUSINESS LICENSES AND REGULATIONS		FAILURE TO PAY		
Description	Amount	11-60 days late	60-90 days late	90+ days late
Business License Fee - General Business	\$35 annually	\$3.50	\$7.00	\$10.50
Business License Fee - Selling and Beveraging Alcohol or Cannabis	\$250 annually	\$25.00	\$50.00	\$75.00
Business License Fee- Pawnbroker	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee- Mobile Vending	\$75 annually	\$7.50	\$15.00	\$22.50
Business License Fee - Taxicabs	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee - Extension Vendors	\$200 annually per location	\$20.00	\$40.00	\$60.00

Failure to pay fees may be waived at the Finance Director's discretion on a case by case basis.

CITY RIGHTS-OF-WAY	
Description	Amount
Utility Relocation - Enforcement	\$250 Per Day
Cable Communications - Cable System Evaluation - Non-Compliance Fee	Up to \$3,500 Per Evaluation - To Adjusted from 1997 Inflation

ZONING	
Description	Amount
Enforcement of the Critical Areas Regulations - Violations Civil Penalty	\$75 Per Day
Model Homes - Application Requirements	\$300 Per Model
Temporary Homeless Encampment Permit Application	\$1,500

CODE ENFORCEMENT	
Description	Amount
Notice of Violation and Order/Administrative Proceeding - Appeal Procedure	\$300 filing fee plus actual cost of hearing examiner (if appellant is successful, hearing examiner cost is waived)
Civil Fines and Civil Penalties - Civil Penalty - Critical Areas	\$50,000

OTHER	
Description	Amount
Fireworks - Public Display - Permit Fees	50
Smoking in Public Places and Places of Employment - Penalties - Person	Up to \$100
Smoking in Public Places and Places of Employment - Penalties - Owner Obligations	Up to \$100
Violation - Penalty	Class 1 civil infraction \$250.00 Class 2 civil infraction \$125.00
Tree Standards - Inspection and Appeal - Penalty	\$250 Each Day

EMPLOYEE RECOGNITION	
Description	Amount
Employee Recognition Program Token Appreciation Award	Up to \$100
Years of Service - Value of Item	Example of Type of Item
1 year - \$15	City logo hat or mug
5 years - \$35	City logo polo shirt / sweater
10 years - \$65	City logo jacket / coat / vest
20 years - \$100	City logo article

Sedro-Woolley Municipal Code Chapter / Section References:

3.60.010
5.04.030
5.04.060
8.28.060
8.36.040
8.50.160
12.40.120
17.65.760
17.98.040
17.110.020
18.15.040
18.35.030
2.100.040



Attachment A - Traffic Impact Fees

Traffic Impact Rate Schedule - Residential					
ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	Rate per Unit ³	Impact Fee per Unit by District	
				Non-CBD	CBD
210	Single-Family Detached Housing	0.94	DU	\$4,636	\$2,578
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,812	\$1,564
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,516	\$1,399
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,923	\$1,070
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,776	\$987
240	Mobile Home Park	0.58	DU	\$2,861	\$1,591
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,480	\$824
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,233	\$686
253	Congregate Care Facility	0.18	DU	\$888	\$494
254	Assisted Living	0.24	bed	\$1,184	\$659
255	Continuing Care Retirement Community	0.19	DU	\$937	\$522
260	Recreational Home	0.29	DU	\$1,431	\$795
-	Accessory Dwelling Unit (≥ 450 sf) ⁵	0.61	DU	\$3,009	\$1,673
-	Accessory Dwelling Unit (< 450 sf) ⁵	0.30	DU	\$1,480	\$824

1 Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

2 Trip generation rate per development unit for PM peak hour of the adjacent street traffic (4-6 PM)

3 DU = Dwelling Unit

⁴No ITE rate exists for ADUs. ADU trip rates modeled consistent with "Clackamas County Residential TSDC Analysis" (2019)

*Traffic impact fees for PRDs will be based on the type of dwellings

Effective January 1, 2024



Attachment A - Traffic Impact Fees

Traffic Impact Rate Schedule - Residential					
ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	Rate per Unit ³	Impact Fee per Unit by District	
				Non-CBD	CBD
210	Single-Family Detached Housing	0.94	DU	\$4,132	\$2,298
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,506	\$1,394
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,242	\$1,247
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,714	\$954
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,583	\$880
240	Mobile Home Park	0.58	DU	\$2,550	\$1,418
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,319	\$734
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,099	\$611
253	Congregate Care Facility	0.18	DU	\$791	\$440
254	Assisted Living	0.24	bed	\$1,055	\$587
255	Continuing Care Retirement Community	0.19	DU	\$835	\$465
260	Recreational Home	0.29	DU	\$1,275	\$709
-	Accessory Dwelling Unit (≥ 450 sf) ⁵	0.61	DU	\$2,682	\$1,491
-	Accessory Dwelling Unit (< 450 sf) ⁵	0.30	DU	\$1,319	\$734

¹ Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

² Trip generation rate per development unit for PM peak hour of the adjacent street traffic (4-6 PM)

³ DU = Dwelling Unit

⁴No ITE rate exists for ADUs. ADU trip rates modeled consistent with "Clackamas County Residential TSDC Analysis" (2019)

*Traffic impact fees for PRDs will be based on the type of dwellings



Attachment A - Traffic Impact Fees

Traffic Impact Fee Rate Schedule – Non-Residential LUC 1-799							
ITE Code ¹	ITE Land Use Category ¹	Base Trip Rate ²	% Primary Trips	Net Trip Rate	Rate per Unit ³	Impact Fee per Unit by District	
						Non-CBD	CBD
PORT AND TERMINAL							
30	Intermodal Truck Terminal	1.87	*	1.870	ksf	\$9,224	\$5,130
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,417	\$1,344
110	General Light Industrial	0.65	*	0.650	KSF	\$3,206	\$1,783
130	Industrial Park	0.34	*	0.340	KSF	\$1,677	\$932
140	Manufacturing	0.74	*	0.740	KSF	\$3,650	\$2,030
150	Warehousing	0.18	*	0.180	KSF	\$888	\$494
151	Mini Warehouse	0.15	*	0.150	KSF	\$739	\$412
170	Utilities	2.16	*	2.160	KSF	\$10,653	\$5,925
180	Speciality Trade Contractor	1.93	*	1.930	KSF	\$9,519	\$5,295
LODGING							
310	Hotel	0.59	*	0.590	room	\$2,910	\$1,619
311	All Suites Hotel	0.36	*	0.360	room	\$1,776	\$987
312	Business Hotel	0.31	*	0.310	room	\$1,529	\$850
320	Motel	0.36	*	0.360	room	\$1,776	\$987
RECREATIONAL							
411	Public Park	0.11	*	0.110	acre	\$543	\$302
416	Campground/RV Park	0.27	*	0.270	site	\$1,332	\$741
430	Golf Course	0.28	*	0.280	acre	\$1,381	\$769
432	Golf Driving Range	1.25	*	1.250	tee	\$6,165	\$3,429
433	Batting Cages	2.22	*	2.220	cage	\$10,950	\$6,090
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$8,088	\$4,499
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$17,658	\$9,821
437	Bowling Alley	1.16	*	1.160	KSF	\$5,721	\$3,182
445	Movie Theater	13.96	*	13.960	screen	\$68,855	\$38,296
488	Soccer Complex	16.43	*	16.430	field	\$81,038	\$45,072
490	Tennis Courts	4.21	*	4.210	court	\$20,765	\$11,549
491	Racquet/Tennis Club	3.82	*	3.820	court	\$18,842	\$10,479
492	Health Fitness Club	3.45	*	3.450	KSF	\$17,016	\$9,464
493	Athletic Club	6.29	*	6.290	KSF	\$31,024	\$17,255
495	Recreational Community Center	2.50	*	2.500	KSF	\$12,331	\$6,859
INSTITUTIONAL							
520	Elementary School	0.16	*	0.160	student	\$789	\$439
522	Middle/Junior High School	0.15	*	0.150	student	\$739	\$412
525	High School	0.14	*	0.140	student	\$690	\$384
528	School District Office	2.04	*	2.040	student	\$10,062	\$5,597
536	Charter Elementary School	0.16	*	0.160	student	\$789	\$439
540	Junior / Community College	0.11	*	0.110	student	\$543	\$302
560	Church	0.49	*	0.490	KSF	\$2,417	\$1,344
565	Day Care Center	11.12	44%	4.893	KSF	\$24,133	\$13,422
566	Cemetery	0.46	*	0.460	acre	\$2,269	\$1,262
571	Adult Detention Facility	0.08	*	0.080	bed	\$395	\$220
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,367	\$1,317
590	Library	8.16	*	8.160	KSF	\$40,247	\$22,385

MEDICAL							
610	Hospital	0.86	*	0.860	KSF	\$4,242	\$2,360
620	Nursing Home	0.14	*	0.140	bed	\$690	\$384
630	Clinic	3.69	*	3.690	KSF	\$18,200	\$10,123
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$17,411	\$9,684
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$7,497	\$4,169
OFFICE							
710	General Office	1.44	*	1.440	KSF	\$7,102	\$3,951
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$10,653	\$5,925
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$6,412	\$3,567
715	Single Tenant Office ($\geq$ 10,000 sf)	1.76	*	1.760	KSF	\$8,681	\$4,828
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$19,384	\$10,781
730	Government Office Building	1.71	*	1.710	KSF	\$8,434	\$4,691
732	US Post Office	11.21	*	11.210	KSF	\$55,291	\$30,752
750	Office Park	1.30	*	1.300	KSF	\$6,412	\$3,567
760	Research and Development Center	0.98	*	0.980	KSF	\$4,834	\$2,688
770	Business Park	1.22	*	1.220	KSF	\$6,017	\$3,347

Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position

* Pass-by and diverted trip rate data not available. Primary trip rates may be applied based on local data, development context, and engineering judgment



Attachment A - Traffic Impact Fees

Traffic Impact Fee Rate Schedule – Non-Residential LUC 1-799							
ITE Code ¹	ITE Land Use Category ¹	Base Trip Rate ²	% Prima ry Trips	Net Trip Rate	Rate per Unit ³	Impact Fee per Unit by District	
						Non-CBD	CBD
PORT AND TERMINAL							
30	Intermodal Truck Terminal	1.87	*	1.870	ksf	\$8,221	\$4,572
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,154	\$1,198
110	General Light Industrial	0.65	*	0.650	KSF	\$2,857	\$1,589
130	Industrial Park	0.34	*	0.340	KSF	\$1,495	\$831
140	Manufacturing	0.74	*	0.740	KSF	\$3,253	\$1,809
150	Warehousing	0.18	*	0.180	KSF	\$791	\$440
151	Mini Warehouse	0.15	*	0.150	KSF	\$659	\$367
170	Utilities	2.16	*	2.160	KSF	\$9,495	\$5,281
180	Speciality Trade Contractor	1.93	*	1.930	KSF	\$8,484	\$4,719
LODGING							
310	Hotel	0.59	*	0.590	room	\$2,594	\$1,443
311	All Suites Hotel	0.36	*	0.360	room	\$1,583	\$880
312	Business Hotel	0.31	*	0.310	room	\$1,363	\$758
320	Motel	0.36	*	0.360	room	\$1,583	\$880
RECREATIONAL							
411	Public Park	0.11	*	0.110	acre	\$484	\$269
416	Campground/RV Park	0.27	*	0.270	site	\$1,187	\$660
430	Golf Course	0.28	*	0.280	acre	\$1,231	\$685
432	Golf Driving Range	1.25	*	1.250	tee	\$5,495	\$3,056
433	Batting Cages	2.22	*	2.220	cage	\$9,759	\$5,428
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$7,209	\$4,010
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$15,738	\$8,753
437	Bowling Alley	1.16	*	1.160	KSF	\$5,099	\$2,836
445	Movie Theater	13.96	*	13.960	screen	\$61,368	\$34,132
488	Soccer Complex	16.43	*	16.430	field	\$72,226	\$40,171
490	Tennis Courts	4.21	*	4.210	court	\$18,507	\$10,293
491	Racquet/Tennis Club	3.82	*	3.820	court	\$16,793	\$9,340
492	Health Fitness Club	3.45	*	3.450	KSF	\$15,166	\$8,435
493	Athletic Club	6.29	*	6.290	KSF	\$27,651	\$15,379
495	Recreational Community Center	2.50	*	2.500	KSF	\$10,990	\$6,113
INSTITUTIONAL							
520	Elementary School	0.16	*	0.160	student	\$703	\$391
522	Middle/Junior High School	0.15	*	0.150	student	\$659	\$367
525	High School	0.14	*	0.140	student	\$615	\$342
528	School District Office	2.04	*	2.040	student	\$8,968	\$4,988
536	Charter Elementary School	0.16	*	0.160	student	\$703	\$391
540	Junior / Community College	0.11	*	0.110	student	\$484	\$269
560	Church	0.49	*	0.490	KSF	\$2,154	\$1,198
565	Day Care Center	11.12	44%	4.893	KSF	\$21,509	\$11,963
566	Cemetery	0.46	*	0.460	acre	\$2,022	\$1,125
571	Adult Detention Facility	0.08	*	0.080	bed	\$352	\$196
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,110	\$1,174
590	Library	8.16	*	8.160	KSF	\$35,871	\$19,951

MEDICAL							
610	Hospital	0.86	*	0.860	KSF	\$3,781	\$2,103
620	Nursing Home	0.14	*	0.140	bed	\$615	\$342
630	Clinic	3.69	*	3.690	KSF	\$16,221	\$9,022
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$15,518	\$8,631
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$6,682	\$3,716
OFFICE							
710	General Office	1.44	*	1.440	KSF	\$6,330	\$3,521
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$9,495	\$5,281
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$5,715	\$3,179
715	Single Tenant Office ($\geq$ 10,000 sf)	1.76	*	1.760	KSF	\$7,737	\$4,303
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$17,276	\$9,609
730	Government Office Building	1.71	*	1.710	KSF	\$7,517	\$4,181
732	US Post Office	11.21	*	11.210	KSF	\$49,279	\$27,408
750	Office Park	1.30	*	1.300	KSF	\$5,715	\$3,179
760	Research and Development Center	0.98	*	0.980	KSF	\$4,308	\$2,396
770	Business Park	1.22	*	1.220	KSF	\$5,363	\$2,983

Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position

* Pass-by and diverted trip rate data not available. Primary trip rates may be applied based on local data, development context, and engineering judgment



Attachment A - Traffic Impact Fees

Traffic Impact Fee Rate Schedule – Non-Residential LUC 800-999							
ITE Code ¹	ITE Land Use Category ¹	Base Trip	% Prim	Net Trip Rate	Rate per Unit ⁴	Impact Fee per Unit	
						Non-CBD	CBD
RETAIL							
810	Tractor Supply Store	1.40	66%	0.924	KSF	\$4,558	\$2,535
811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,614	\$2,010
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$8,212	\$4,568
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$15,164	\$8,434
814	Variety Store	6.70	66%	4.422	KSF	\$21,811	\$12,131
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$19,896	\$11,066
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$10,877	\$6,050
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$25,330	\$14,089
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$19,126	\$10,638
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$11,069	\$6,156
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$29,395	\$16,350
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$16,895	\$9,397
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$21,453	\$11,931
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$7,455	\$4,146
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$11,936	\$6,639
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$18,496	\$10,288
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,798	\$2,113
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$10,634	\$5,914
848	Tire Store	3.75	72%	2.700	KSF	\$13,317	\$7,407
849	Tire Superstore	2.11	72%	1.519	KSF	\$7,493	\$4,167
850	Supermarket	8.95	64%	5.728	KSF	\$28,252	\$15,714
851	Convenience Store	49.11	49%	24.064	KSF	\$118,691	\$66,014
857	Discount Club	4.19	63%	2.640	KSF	\$13,020	\$7,241
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$6,966	\$3,874
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$6,551	\$3,643
863	Electronics Superstore	4.25	60%	2.550	KSF	\$12,578	\$6,996
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$11,557	\$6,428
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$9,018	\$5,015
875	Department Store	1.95	66%	1.287	KSF	\$6,348	\$3,531
876	Apparel Store	4.12	66%	2.719	KSF	\$13,412	\$7,459
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$20,215	\$11,244
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$19,728	\$10,972
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$19,211	\$10,685
882	Marijuana Dispensery	18.92	100%	18.920	KSF	\$93,319	\$51,903
890	Furniture Store	0.52	47%	0.244	KSF	\$1,205	\$671
899	Liquor Store	16.62	64%	10.637	KSF	\$52,464	\$29,180
SERVICES							
911	Walk-in Bank	12.13	65%	7.885	KSF	\$38,889	\$21,630
912	Drive-in Bank	21.01	65%	13.657	KSF	\$67,358	\$37,464
918	Hair Salon	1.45	65%	0.943	KSF	\$4,648	\$2,585
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$24,154	\$13,435
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$35,284	\$19,624
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$21,545	\$11,983
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$25,444	\$14,152
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$93,367	\$51,930
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$81,457	\$45,305
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$146,736	\$81,613

936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$90,781	\$50,491
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$96,155	\$53,480
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$8,182	\$4,551
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$30,897	\$17,183
942	Automobile Care Center	3.11	72%	2.239	KSF	\$11,045	\$6,143
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$7,315	\$4,068
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$39,793	\$22,133
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$10,902	\$6,063
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$13,471	\$7,493
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$15,921	\$8,855
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$15,848	\$8,814
948	Automated Car Wash	77.50	58%	44.950	stall	\$221,707	\$123,311
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$44,113	\$24,535
970	Winery	7.31	100%	7.310	KSF	\$36,055	\$20,054
971	Brewery Taproom	9.83	100%	9.830	KSF	\$48,485	\$26,966
975	Drinking Place	11.36	100%	11.360	KSF	\$56,032	\$31,164

Institute of Transportation Engineers, [Trip Generation Manual \(11th Edition\)](#)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 Average primary trip rates, per Trip Generation Handbook (3rd Edition), 2017. Additional primary rates based on similar land use and engineering judgment

Pass-by rates should be used with caution and refined using local data whenever possible. ⁴ DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position



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811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,221	\$1,791
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$7,319	\$4,071
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$13,515	\$7,517
814	Variety Store	6.70	66%	4.422	KSF	\$19,439	\$10,812
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$17,733	\$9,863
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$9,694	\$5,392
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$22,576	\$12,557
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$17,046	\$9,481
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$9,865	\$5,487
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$26,199	\$14,572
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$15,058	\$8,375
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$19,120	\$10,634
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$6,644	\$3,695
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$10,638	\$5,917
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$16,485	\$9,169
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,385	\$1,883
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$9,478	\$5,271
848	Tire Store	3.75	72%	2.700	KSF	\$11,869	\$6,602
849	Tire Superstore	2.11	72%	1.519	KSF	\$6,678	\$3,714
850	Supermarket	8.95	64%	5.728	KSF	\$25,180	\$14,005
851	Convenience Store	49.11	49%	24.064	KSF	\$105,785	\$58,836
857	Discount Club	4.19	63%	2.640	KSF	\$11,604	\$6,454
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$6,209	\$3,453
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$5,839	\$3,247
863	Electronics Superstore	4.25	60%	2.550	KSF	\$11,210	\$6,235
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$10,300	\$5,729
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$8,037	\$4,470
875	Department Store	1.95	66%	1.287	KSF	\$5,658	\$3,147
876	Apparel Store	4.12	66%	2.719	KSF	\$11,954	\$6,648
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$18,017	\$10,021
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$17,583	\$9,779
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$17,122	\$9,523
882	Marijuana Dispensery	18.92	100%	18.920	KSF	\$83,172	\$46,259
890	Furniture Store	0.52	47%	0.244	KSF	\$1,074	\$598
899	Liquor Store	16.62	64%	10.637	KSF	\$46,759	\$26,007
SERVICES							
911	Walk-in Bank	12.13	65%	7.885	KSF	\$34,660	\$19,278
912	Drive-in Bank	21.01	65%	13.657	KSF	\$60,034	\$33,390
918	Hair Salon	1.45	65%	0.943	KSF	\$4,143	\$2,304
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$21,528	\$11,974
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$31,447	\$17,490
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$19,202	\$10,680
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$22,677	\$12,613
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$83,215	\$46,283
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$72,600	\$40,379
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$130,781	\$72,739

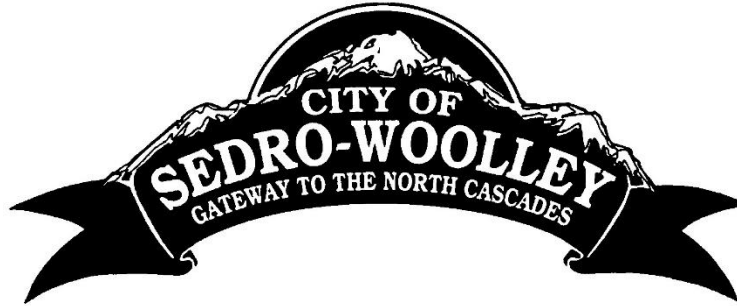
936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$80,910	\$45,001
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$85,700	\$47,665
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$7,292	\$4,056
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$27,537	\$15,315
942	Automobile Care Center	3.11	72%	2.239	KSF	\$9,844	\$5,475
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$6,520	\$3,626
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$35,466	\$19,726
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$9,717	\$5,404
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$12,006	\$6,678
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$14,190	\$7,892
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$14,125	\$7,856
948	Automated Car Wash	77.50	58%	44.950	stall	\$197,600	\$109,903
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$39,316	\$21,867
970	Winery	7.31	100%	7.310	KSF	\$32,135	\$17,873
971	Brewery Taproom	9.83	100%	9.830	KSF	\$43,213	\$24,034
975	Drinking Place	11.36	100%	11.360	KSF	\$49,939	\$27,775

Institute of Transportation Engineers, [Trip Generation Manual \(11th Edition\)](#)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 Average primary trip rates, per Trip Generation Handbook (3rd Edition), 2017. Additional primary rates based on similar land use and engineering judgment

Pass-by rates should be used with caution and refined using local data whenever possible. ⁴ DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position



CITY OF SEDRO-WOOLLEY BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

The fees described below are the minimum fees specific to the identified activities. Other fees may apply and will be added to the minimum fee. Plan Review and Application Fees are due at time of application. All fees must be paid before Permit Issuance or City Action.

SECTION 1. BUILDING PERMIT FEES

To calculate building permit fees, valuation is established by using the current building valuation data published by the International Code Council (ICC). Permit fees are then calculated from the City of Sedro-Woolley BPE Fee Schedule Table 1. Valuation information for structures/improvements not designated by ICC is as shown in this schedule. The plan check fees for projects reviewed by the City of Sedro-Woolley shall be 65 percent of the building permit fee.

TABLE 1—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$1.00 to \$500.00	\$23.50
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Structure or Improvement	Valuation
Uninsulated, Unheated Basement	50% of finished space
Open Carport	\$16.10 per Square foot
Foundations	\$35.00 per linear foot
Fences greater than 6' in height	\$12.84 per linear foot
Decks	\$12.84 per Square foot
Post Frame Building	\$16.10 per Square foot
Commercial Signs	\$25.00 Surface mounted \$25.00 Replacement of insert to existing sign cabinet \$200.00 Monument \$300.00 Pole-mounted

Other Building Related Fees	
Plans Examination Review Fee	65% of assessed building permit fee
Projects not specified in schedule	Valuation based on contractor's estimate
Inspections outside of normal business hours, if granted	\$100.00/hour plus administrative overhead 2 hour minimum ¹
Inspections for which no fee is specifically indicated	\$50.00 per hour ¹ ½ hour minimum
Re-inspection fees (due prior to second re-inspection of written correction notice)	\$50.00/hour plus administrative costs 1 hour minimum ¹
Expedited Inspection – for inspection requests received after 8:30 AM (due prior to subsequent inspection)	\$50.00
Additional plan review fee or inspection required by changes, additions, or revisions to plans	\$50.00/hour 1/2 hour minimum
Pre-review of Building Plans Fee – for review of building plans prior to the submittal of a complete building permit application.	10% of the projected Plans Examination Review Fee (based on building size and valuation). The Pre-review Fee does not count towards the Plans Examination Review Fee.
For use of outside consultants for plan checking, inspections, environmental, stormwater, landscape & other related reviews	\$50.00/hour administrative costs plus the resulting consultant fees
Demolition Permits	\$100.00 SFR Demolition Permit \$125.00 Commercial Demolition Permit
Temporary Certificate of Occupancy	\$250.00
Address Sign	\$25.00
Change of Use permit	\$100.00
Building Decision Appeal	\$300.00 Plus \$50.00/hour for staff time plus resulting consultant fees plus resulting attorney fees.
Washington State Building Code Council Fee – building permit fee	\$4.50 per building permit
Washington State Building Code Council Fee – multi-family unit fee	\$2.00 per unit for each unit after the first unit
Adult Family Home Application Review	\$50.00
Adult Family Home Inspection	\$50.00

Attachment B: Building, Planning & Engineering Fee Schedule

Solar panel permit for buildings regulated by the International Residential Code (IRC)	\$50.00
Solar panel permit for buildings regulated by the International Building Code (IBC)	\$50.00 plus building plan review fee based in project valuation of the structural components and labor only
Residential re-roofing permit for roofing projects that require structural modification	\$75.00
Commercial re-roofing permit	\$75.00
Administration fee for processing deferred impact fees	\$100.00

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Manufactured Homes

Manufactured Home	\$500.00
Modular Homes	\$750.00 plus foundation and/or basement permit fee

Mechanical Permits

Permit Administration

1. For the issuance of each mechanical permit	\$25.00
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Unit Fees

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	\$20.00
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For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$40.00
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For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
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2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25
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3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
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4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
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Attachment B: Building, Planning & Engineering Fee Schedule

For the installation or relocation of each boiler or compressor over three horsepower (10.6kw) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6kw)	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Bin/h (512.9 kW)	\$92.65
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$10.65
For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
6. Evaporative Coolers.	
For each evaporative cooler other than portable type	\$10.65
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$ 7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65
10. Range hoods	
Residential	\$9.50
Commercial –plan review --inspection (does not include Fire Suppression)	\$50.00/hour \$50.00/hour
11. Wood/gas/pellet stove or insert	\$20.00
Dryer vent	\$7.50
Gas Range	\$7.50
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours)	\$50.00*
2. Re-inspection fees assessed under provisions of Section 116.6, per inspection	\$50.00*

Attachment B: Building, Planning & Engineering Fee Schedule

3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour)	\$50.00*
4. Additional plan review required by changes, additions or revisions to plans or top for which an initial review has been completed (minimum charge—one-half hour)	\$50.00*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

Plumbing Permits	
Permit Administration – See Appendix A for Equivalent Fixture Units table	
1. For issuing each permit	\$ 25.00
Unit Fee Schedule	
1. For each plumbing fixture on one trap or a set of fixtures on one trap	\$ 10.00
2. Rainwater systems - per drain (inside building)	
3. For each water heater and/or vent	\$ 7.00
4. For each gas-piping system of one to five outlets	\$ 7.00
5. For each additional gas piping system outlet, per outlet	\$ 5.00
6. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$ 2.00
7. For each installation, alteration or repair of water piping and/or water treating equipment, each	\$ 7.00
8. For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00
9. For each lawn sprinkler system on any one meter including backflow protection devices	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00 \$ 1.00
11. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter	\$ 7.00 \$ 15.00
12. For initial installation and testing for a reclaimed water system	
13. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00*
14. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$30.00*
15. For each additional medical gas inlet(s)/outlet(s)	\$50.00
Other Inspections and Fees	
1. Inspections outside of normal business hours	\$50.00*

2. Re-inspection fee	\$50.00*
3. Inspections for which no fee is specifically indicated	\$50.00*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one-half hour)	\$50.00*
Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.	\$50.00

SECTION 2. PLANNING PERMIT FEES

Planning	
Pre-Application Meeting Fee	\$60.00 Planning Review \$60.00 Engineering Review
Comprehensive Plan Amendment	\$600.00 For projects that require more than 10 hours of staff time, the applicant will be billed at \$60.00/hour plus any consultant fees.
Zoning Ordinance Amendment	\$500.00
Rezone	See Comprehensive Plan Amendment
Long Plat - Preliminary	\$2,000.00 plus \$150/lot. For projects that require more than 30 hours of staff time, the applicant will be billed at \$60.00/hour.
Long Plat - Final	\$500.00
Short Plat	\$1,000.00
Planned Residential Development (in addition to Long Plat fees)	\$2000.00 plus \$15/lot
Conditional Use Permit (does not include Hearing Examiner Fees)	\$300.00 Residential \$1,000.00 Commercial
Essential Public Facility review (in addition to the Conditional Use Permit fee)	\$500.00
Zoning Waiver	\$200.00
Zoning Variance - Residential	\$400.00
Zoning Variance - Commercial	\$1,000.00
Home Occupation Permit	\$25.00
Boundary Line adjustment	\$150.00
Binding Site Plan - Preliminary	\$1,000.00 plus \$150/lot
Binding Site Plan - Final	\$300.00
Binding Site Plan - Amended	\$500.00
Design Review	\$25.00
Design Review for projects using the UVMU Overlay regulations	\$100 base plus \$0.005 per square foot of gross building area

Attachment B: Building, Planning & Engineering Fee Schedule

Annexation	\$1,200.00
Temporary Permit per SWMC 17.64	\$300.00
Planned Action – review of applications for projects within the boundaries of an approved Planned Action Ordinance	\$300.00
Accessory Dwelling Unit (ADU) Permit	\$250.00
Request for letter of interpretation	\$250.00
Non-conforming use certificate	\$500.00
Zoning Compliance letter	\$150.00
Planning Decision Appeal	\$200.00 by Permit Applicant \$100.00 by non-permit applicant residing greater than 500 ft from the project. \$30.00 by non-permit applicant residing less than 500 ft from the project Plus all resultant consultant fees, hearing examiner fees and/or attorney fees
Planning Review of site & construction plans for new buildings (not additions to an existing building) - Single-family (including manufactured home) & duplex building permits - Small Commercial & Industrial building permits without SEPA - All other building permits including multi-family	\$70.00 \$110.00 10% of Building Permit fee or \$2,500.00 (whichever is less)
Planning Review Fee for Excavation & Grading permits w/SEPA	\$150.00
Planning Review for activities not listed specifically above.	\$60.00/hour
Hearing Examiner Fees	Actual cost Prepayment fees taken at time of application
Hearing Examiner - Prepayment of fees	Type I & II - \$2,200 Type III - \$2,200 Type IV - \$3,000
Public Notification - Legal Notice in newspaper	Actual cost
Public Notification - Postage	Actual cost
Public Notification - Prepayment of publication costs	\$350.00
Notice of Land Use Action sign	\$25.00

Environmental Fees	
Critical Areas Review Fee	\$10.00 Checklist review and site visit, if req. for building permits \$20.00 Checklist review and site visit, if req. for projects requiring land disturbance, plats, and boundary line adjustments \$380.00 Request and review applicant submitted reports
Shoreline Permit	\$200.00
Shoreline Conditional Use/Variance	\$250.00
Floodplain Permit	\$60.00
For use of outside consultants for specialty plan checking and inspections	\$60.00/hour administrative fee plus the resulting consultant fees
SEPA- State Environmental Policy Act Checklist Review	\$150.00 (up to 10,000 sq. ft. disturbed area) \$300.00 (10,000-50,000 sq. ft. disturbed area) \$500.00 (50,000 sq. ft. and over disturbed area)
SEPA- Site Visit	\$100.00
Environmental Impact Statement (E.I.S.) Review	\$500.00 (included 10 hours of staff time) For projects that require more than 10 hours of staff time, applicant will be billed at \$50.00/hour plus consultant fees
Appeal of SEPA determinations	\$1000 plus consultant fees and attorney fees.

SECTION 3. ENGINEERING PERMIT FEES

ENGINEERING DEPARTMENT FEES	
Permits/Review/Inspection/Misc	Fee
Street Vacation Request	\$1,000.00
Modification of Public Works Standards (PW Variance) Request (SW PWDS 1.3.9)	\$250.00 plus Additional Engineering Plan Review fee for every hour over 3 hours of staff time to process request
Access Permit (new driveways accessing city streets)	\$50.00
Oversize/Overweight Vehicles Permit (SWMC Ch. 10.20.025)	\$30.00
Waiver, Deferral or Modification of Frontage Improvements (SWPWDS 1.3.10 and 3.2.7.E)	\$50.00 for Single Family Residences \$250.00 for all others
Right of Way Permit (any work within city right of way including street cuts, utility extension, driveway construction, sidewalks, etc.; includes initial inspection). One work location per permit	\$70.00
Sewer Service Permit (includes initial inspection)	\$75.00
Decommissioning Septic System Inspection Fee	\$70.00

Attachment B: Building, Planning & Engineering Fee Schedule

Clearing & Grading Permit (when not a part of an Engineering Plan Review project; includes TESC review and inspection)	\$50.00 - Up to 50 CYS \$100.00 plus \$25.00 per Acre – 50 CYS and over
Re-inspection for ROW Permits & Sewer Service Permits, per each	\$75.00
Engineering Plan Review – Simple Site Plan (up to two lots)	\$95.00/hour; minimum ½ hour
Engineering Plan Review (on and off site civil improvements – see SWPWDS Ch. 2.2)	0.5% approved Engineer's Project Cost Estimate; \$600.00 minimum
Additional Engineering Plan Review (see SWPWDS Ch. 2.2)	\$95.00/hour; minimum ½ hour
Consultant Plan Review where required (Traffic Signals, Traffic Impact Analysis, Stormwater etc.)	Consultant Cost plus 5%
Construction Inspection (on and off site civil improvements; may be reduced up to 50% if Developer provides full time independent inspection services)	\$500.00 plus 1.5% approved Engineers Estimate
Additional Construction Inspection (if required)	\$75.00/hour; minimum ½ hour
Consultant Specialty Inspection & Testing (SWPWDS Ch. 2.1.10)	Consultant Cost plus 5%
Pavement Repair Performance Bond (cuts 100 sf or less - refundable on satisfactory completion of work – SWPWDS Ch. 2.3 and 3.2.15.G.6)	\$750.00 (cash deposit)
Performance and Maintenance Bonds (all civil-related work)	See SWPWDS Chapters 1.4.8.B and 2.3
Address Signs (SWPWDS 1.3.2.P.1)	\$30.00/each – installation by others

For Impact Fees, see Master Fee Schedule Title 15.

SECTION 4. OTHER FEES

Fire Code Fees	
Administrative fee	\$60.00
Fire Code Operations Permit (pursuant to IFC 105.6)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire Code Construction Permit (pursuant to IFC 105.7)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire suppression – building sprinklers	\$300.00 plus Fire Plan Review Fees
Fire suppression – tenant space sprinklers	\$125.00 plus Fire Plan Review Fees
Fire suppression – commercial hood sprinklers	\$77.00 plus Fire Plan Review Fees
Fire alarm system when required	\$125.00 plus Fire Plan Review Fees
Fire alarm panel	\$50 replaced / \$75 new plus Fire Plan Review Fees
Fire Code Violation Investigation Fee	\$60.00/hr minimum 1 hour
Fire Code Violation Fine	\$60.00 - \$200.00 per violation per day
Fire Code Compliance Review Fee and Report	\$100.00 plus consultant fees
Fire Investigation Fee	\$60.00/hr plus consultant fees.
Above/Underground fuel tank installation	\$100

Attachment B: Building, Planning & Engineering Fee Schedule

Underground fuel tank removal	\$75
Underground fuel tank decommission – fill in place	\$100
Compressed gas	\$50.00 plus Fire Plan Review Fees
Install/Remove LP fuel tank	\$35.00
Fire Plan Review Fee	\$60.00/hr – one hour minimum
Fire inspection Fee	\$60.00/hr – one hour minimum
Marijuana Operations Permit	\$275.00 (annual fee)
Carbon Dioxide System Permit	\$275.00 (annual fee)
Extraction Process Permit	\$275.00 (annual fee)

Enforcement Fees

Work without a permit investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit violation investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit compliance monitoring fee (for permits that require temporary monitoring)	\$50.00/hour plus consultant fees
Building Permit Violation Fine	Add 100% of the building fee
Planning/Zoning Violation Fine	Add 100% of resulting planning fees
Legal action	\$50.00/hour administrative fee plus attorney fees and consultant fees.

Computer Mapping Services

8½ x 11	1-5 copies \$2.50 (20% discount after five copies)
11 x 17	1-5 copies \$5.00 (20% discount after five copies)
17 X 20 to 18 x 24	1-5 copies \$10.00 (20% discount after five copies)
22 X 34 to 24 x 36	1-5 copies \$15.00 (20% discount after five copies)
34 X 44 to 36 x 48	1-5 copies \$20.00 (20% discount after five copies)
A \$60/hour charge will be applied to all custom map request plus actual cost for maps produced and reproduced by outside sources.	

Administrative And Misc. Fees

Copies	\$0.15/single-page \$0.25/double-page Actual cost for multi-media materials such as computer diskettes and CD's.
Color Copies	8.5x11/\$0.50 8.5x14/\$0.75 11x17/\$1.00
Copies of recorded public hearings	Free on City website or \$15.00/disk

FEE REFUNDS: The Building Official may authorize a refund of fees in accordance with IRC R108.5 and IBC 108.6

BUILDING PERMIT EXPIRATION: Every building permit issued by the City of Sedro-Woolley under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not completed per the permitted requirements within two (2) years of the date of issuance.

RENEWAL OF EXPIRED BUILDING PERMITS: To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half of the amount of the building permit fee that would be required for a new permit (not plan review fee), provided no changes have been made or will be made in the original plans and specifications for such work. A new permit – including plan review fees – will be required where expiration has been more than six months. Expired non-commercial projects requiring only final inspections shall pay a minimum fee of \$100.00.

Any permittee holding an unexpired permit may apply for a six-month extension in order to complete the authorized work. The Building Official may grant one free 180 day extension of time upon a written request from the permittee showing that circumstances beyond the control of the permittee have prevented the authorized work from being completed. No permit may be extended more than once.

Appendix A - Equivalent Fixture Units

For calculation of Commercial General Facility Charge

Kinds of Fixtures	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1
Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4
Water closet, public installation	6

City of Sedro-Woolley Fire Department TRAINING FACILITY FEE SCHEDULE

SESSIONS

Sessions will be a minimum of Four (4) hours in length. Preferred training sessions as follows:

Morning session starts at 8:00 a.m. and ends at 12:00 p.m.

Afternoon session starts at 1:00 p.m. and ends at 5:00 p.m.

Evening session starts at 6:00 p.m. and ends at 10:00 p.m.

Non-Fire Use (Mutual Aid)		
Facility	\$110	Hour
Additional Instructor	\$60	Hour
Non-Fire Use (non-Mutual Aid)		
Facility	\$135	Hour
Additional Instructor	\$60	Hour
Fire Use (Mutual Aid)		
Facility	\$135	Hour
Additional Instructor	\$60	Hour
Fire Use (non-Mutual Aid)		
Facility	\$185	Hour
Additional Instructor	\$60	Hour
Propane	Market Value per Gallon	
Pallets	Market Value per Pallet	
* The meter will be read before and after use.*		
Cancellations	\$100 under 2 days notice	

NON-FIRE use - Includes use of station classroom. Also, includes full use of the training tower, Confined Space Rescue Prop, Ventilation Prop and Search and Rescue Props. Users must provide their own plywood for the ventilation prop. The city of Sedro-Woolley must provide a Safety Operator during use.

LIVE FIRE use - Includes use of station classroom. Also includes Car Fire and Dumpster Fire and all other props. The Burn permit fee is included in the price. Pallets are provided for burns. The user must supply all necessary materials. The city of Sedro-Woolley must provide a Safety Operator during use.

NON-MUTUAL AID will be listed as all Fire Departments/Districts not in Sedro-Woolley Fire Departments mutual aid zone, all schools, colleges or private businesses.

To allow adequate lead time for distributing and collecting legal documents associated with using the fire simulators, reservations must be made a minimum of 14 days in advance.

**The Sedro-Woolley Fire Department reserves the right to adjust facility fees,
Which includes but is not limited to electricity, propane or natural gas.**

Updated 11/15/2024



City Council Agenda Item

Agenda Item No.: m.3.

Date: November 26, 2024

From: Charlie Bush, City Administrator

Subject: Contract Amendment - Zachor, Stock & Krepps, Inc., P.S. - Prosecution Services -
1st Read

RECOMMENDED ACTION:

Motion to authorize the Mayor to enter into a contract amendment with Zachor, Stock & Krepps, Inc., P.S. to adjust the financial terms of the contract in response to market factors.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City received a letter on August 30, 2024 (attached) requesting an increase to monthly fees paid to Zachor, Stock, & Krepps, Inc., P.S. (ZSK) in response to competitive market factors that are significantly increasing labor costs for ZSK to retain their attorneys. City staff met with ZSK during the fall to discuss this proposal. The request is for an additional 4.3% one-time increase for 2025 in addition to the originally agreed upon 4% increase each year. The City is pleased with the prosecution services provided by ZSK, the request is reasonable given the justification submitted, and staff are recommending approval of this item.

FISCAL IMPACT, IF APPROPRIATE:

The net increase to the City's 2025 expenses would be \$4,576.80. Total payments to ZSK would increase from an originally planned amount of \$110,323 to \$114,900. These additional amounts are budgeted for 2025 and 2026 (2026 will be higher than originally planned because 2025 is higher and 2026 will stack on 2025).

ATTACHMENTS:

1. First Amendment to Zachor, Stock & Krepps, Inc., P.S
2. Signed COFSW Agreement with Zachor, Stock & Krepps Inc.
3. ZSK Attachment A
4. Sedro-Woolley - Proposed Contract Rate Increase Letter

**AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
PROSECUTION SERVICES ENTERED INTO BY THE CITY OF SEDRO-WOOLLEY
AND ZACHOR, STOCK & KREPPS, INC., P.S. ON DECEMBER 16, 2022**

WHEREAS, the City received a letter on August 30, 2024 requesting an increase to monthly fees paid to Zachor, Stock, & Krepps, Inc., P.S. (ZSK) in response to competitive market factors that are significantly increasing labor costs for ZSK to retain their attorneys; and

WHEREAS, City staff met with ZSK during the fall to discuss this proposal; and

WHEREAS, the request is for an additional 4.3% one-time increase for 2025 beyond the originally agreed upon 4% increase each year; and

WHEREAS, the City is pleased with the prosecution services provided by ZSK;

NOW THEREFORE, Attachment A, Section D.D.2 of the contract is amended as follows:

D.2 Cost of living increase annually of 4%. A one-time additional 4.3% increase due to market factors shall be applied to the increase between 2024 and 2025. The resulting 2025 charge per month will be \$9,575.

The parties have agreed to this amendment this 11th day of December 2024.

CITY OF SEDRO-WOOLLEY

ZACHOR, STOCK & KREPPS, INC., P.S.

By _____

Julia Johnson, Mayor

By _____

James Zachor, President

Approved as to form:

Nikki Thompson, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between the City of Sedro-Woolley, a Washington municipal corporation (hereinafter referred to as the "City"), and Zachor, Stock & Krepps, Inc., P.S. (hereinafter referred to as the "Consultant").

WHEREAS, the City has established its municipal court under the provisions of Chapter 3.50 RCW and Sedro-Woolley Municipal Code Chapter 2.16 Municipal Court System; and

WHEREAS, the City wishes to contract with a skilled firm with attorneys familiar with the prosecution of criminal and infraction matters involving allegations of violation of municipal ordinances; and

WHEREAS, the Consultant and its attorneys are licensed to practice law in the State of Washington and have experience as prosecutors within the State of Washington;

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived, this Agreement is entered into on a date specified hereafter between the City and the Consultant, subject to the terms and conditions set forth below:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Services that is marked as Exhibit A, attached hereto and incorporated herein by this reference.
2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work, and shall consist of the following:
 - 2.1. **Base Rate:** Reference Attachment A, Section 12.B and 12.D.2
 - 2.2. **Hourly Rate.** Reference Attachment A, Section 12.C
 - 2.3. **Fees Review.** The schedule of fees provided for in paragraph 2.1 and 2.2 shall apply for the contract period reflected in Article 4. Should the court substantially alter the requirements of the Consultant, the Consultant shall provide notification to the City. Changes in fees shall be proposed by the Consultant to the Mayor. Any changes must be mutually agreed to by the Mayor and the Consultant, and then must be approved by the Sedro-Woolley City Council. Upon acceptance by all parties, the changes will be made a part of this Agreement.
 - 2.4. **Costs.** The City shall be the sole obligor and shall pay all witness fees, expert witness fees (including but not limited to Speed Measuring Device Experts), and interpreters' fees determined to be necessary by the Consultant in the preparation and disposition of its cases. The City shall approve all other anticipated fees before such expense is incurred. The City will not unreasonably delay in granting approval of such expenses. The City further agrees to hold the Consultant harmless from such expenses and costs as set forth hereinabove.

2.5. Assistant Prosecutors. The City contracts with the Consultant for a monthly fee for prosecution services. Should the Consultant be absent, it shall be the responsibility of the Consultant to provide substitute coverage with a properly licensed State of Washington attorney, who has been previously approved by the City through its Police Chief. In the event of a dispute regarding approval of any individual, the Sedro-Woolley City Council shall be final arbiter.

If a "Conflict Prosecutor" is required, such "Conflict Prosecutor" shall be approved by the City through its Police Chief. In the event of a dispute regarding approval of any individual, the Sedro-Woolley City Council shall be final arbiter. The Consultant is responsible for any costs associated with the "Conflict Prosecutor."

3. **Ownership and use of documents.** All City files and other documents maintained by the Consultant shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours, subject to the Washington State Bar Association Rules of Ethics. At the request of the City, any and all files maintained by the Consultant shall be tendered to the City, subject to the terms and conditions of this Agreement and the Washington State Bar Association Rules of Ethics. All equipment and facilities furnished by the City shall remain the sole property of the City. Any equipment, facilities and materials provided by the Consultant shall remain the sole property of the Consultant.
4. **Term of Contract.** The term of this Agreement shall be from January 1, 2023 through December 31, 2025. Consultant shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.
5. **Hold Harmless Agreement.** The Consultant shall indemnify and hold the City and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Consultant's agents or employees; and (b) the City, its agents, officers and employees, this indemnity provision with respect to: (1) claims or suits based upon such negligence; and/or (2) the costs to the City of defending such claims and suits shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City 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.

6. **Insurance.**

6.1. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, malpractice/professional liability insurance against damages and legal defense based upon alleged errors, omissions, or mistakes which may arise from or in

connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

6.3. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

a. Malpractice insurance for attorneys and/or law firms.

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

a. Malpractice. \$1,000,000 per claim and \$2,000,000 as an annual aggregate.

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

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

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

6.8. Insurance shall be Primary - Other Insurance Provision. The Consultant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

6.12. Safeguarding of Personal Information. The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of City or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by City. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

7. Discrimination prohibited. Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, liability for

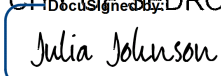
service in the armed forces of the United States, disability, or the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, or any other protected class status, unless based upon a bona fide occupational qualification.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.
9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City. During pendency of this Agreement, the Consultant shall not perform work for any party with respect to any property located within the City of Sedro-Woolley or for any project subject to the administrative or quasi-judicial review of the City without written notification to the City and the City's prior written consent.
10. **City Business License.** The Consultant shall maintain a City business license throughout the term of this contract.
11. **Termination.** The attorney/client relationship is personal and involves the ability of the parties to communicate and maintain credibility. This is an agreement for legal services and the City as client may terminate the Agreement for any reason upon sixty (60) days' notice. In the event of termination, work in progress will be completed by Consultant if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, Consultant will submit all unfinished documents, reports, or other material to City and Consultant will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.
12. **Integration.** The entire agreement between the parties shall consist of this document and the Scope of Services, attached hereto as Exhibit A. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibit A, this Agreement shall control.
13. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials as described in Section 2.2, above. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render services, or the City to pay for services rendered, in excess of the Scope of Services in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

14. **Standard of Care.** Consultant represents that Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. Consultant and any persons employed by Consultant shall use their best efforts to perform the work in a professional manner consistent with sound legal practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Services.
15. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
17. **Covenant against contingent fees.** The Consultant warrants that he/she/they/it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he/she/they/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, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
18. **Compliance with laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes that may be or become due on account of this Agreement.
19. **Notices.** Notices to the City shall be sent to the following address:
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
- Notices to the Consultant shall be sent to the following address:
Zachor, Stock & Krepps, Inc., P.S.
19401 40th Avenue W., Suite 205
Lynnwood, WA 98036

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

DATED THIS 16th day of December, 2022.

CITY OF SEDRO-WOOLLEY


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Mayor

CONTRACTOR


12/6/2022
James M Zachor, President
Zachor, Stock & Krepps, Inc., P.S.

ATTEST:

DocuSigned by:

Kelly Kohnken

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Finance Director

APPROVED AS TO FORM:

DocuSigned by:

Miki Thompson

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City Attorney



Agenda
Item No.

Date: November 22, 2022

Subject: New City Prosecution Contract for
Service - 1st Read

FROM:

Charlie Bush, City Administrator

RECOMMENDED ACTION:

This is a first read. Staff recommends authorizing the Mayor to enter into a contract with Zachor, Stock & Krepps, Inc., P.S. when and if the City Council is ready to act.

ISSUE:

Should the City Council authorize a professional services contract with Zachor, Stock & Krepps, Inc., P.S. for City prosecution services?

BACKGROUND/SUMMARY INFORMATION:

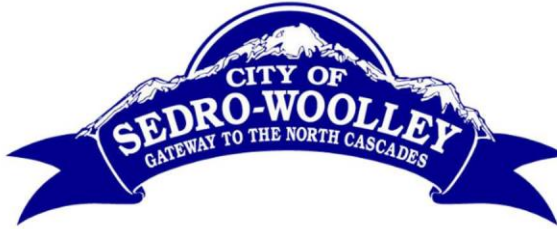
Thompson, Guildner, and Associates, Inc., the firm currently providing prosecution services for the City, notified staff of its intention to discontinue the service at the beginning of 2023. Staff then initiated a Request for Proposals (RFP) to assess interest from qualified firms in the area. Staff circulated the RFP with bar associations in Whatcom, Skagit, and Snohomish Counties, sent the RFP directly to firms and possible government partners, and advertised it in the Daily Journal of Commerce and the Skagit Valley Herald. Two firms responded. Both were equally well experienced but the recommended firm offered to provide the service for \$102,000 annually for basic services versus \$180,000 annually for the competing firm. A committee comprised of the City Administrator, City Attorney, Police Chief, and Finance Director reviewed the responses and are recommending Zachor, Stock & Krepps, Inc., P.S. to serve as the City's new firm providing prosecution services, beginning January 1, 2023. The initial contract would be for three years.

FISCAL IMPACT, IF APPROPRIATE:

The City's recommended budget for prosecution services for 2023 and 2024 is \$95,000 per year respectively. The recommended firm will charge \$102,000 for 2023 and apply 4% inflation annually to their three-year contract. Staff will work to adjust budgets and/or spending going forward to accommodate the additional \$7,000 in General Fund expenses for 2023 and \$11,080 for 2024.

ATTACHMENTS:

1. Prosecution RFP
2. RFP Response from Zachor, Stock & Krepps, Inc. P.S.



City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-1661
(360) 855-0707 Fax

REQUEST FOR PROPOSAL PROSECUTION SERVICES

The City of Sedro-Woolley invites interested and well-qualified individual attorneys, law firms and public agencies to submit written proposals to provide prosecution services for the City of Sedro-Woolley.

Proposals should be submitted by E-mail in PDF format. Submittals shall be e-mailed to: City Administrator Charlie Bush, cbush@Sedro-Woolley.gov.

Proposals will be received before 3:00 p.m. (PST), October 31, 2022, and referenced as Prosecution Services RFP.

The City of Sedro-Woolley encourages all disadvantaged business enterprises to submit proposals in response to all requests for proposals. The City assures that no Person shall on the grounds of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) as provided by Title VI of the Civil Right Act of 1964, Title II of the American with Disabilities Act of 1990, and related Nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under a City of Sedro-Woolley sponsored program or activity. The City of Sedro-Woolley assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Questions concerning the scope of services, proposal submittal or process should be directed to: City Administrator Charlie Bush, cbush@Sedro-Woolley.gov.

A copy of the Request for Proposal may be obtained at:
https://www.ci.sedro-woolley.wa.us/resources/bids_and_awards/index.php

The City of Sedro-Woolley is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift,

gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Sedro-Woolley is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal. The City of Sedro-Woolley reserves the right to reject any and all proposals and to waive any irregularities or informalities.

SCOPE OF SERVICES

The services that are the subject of this Request for Proposal (RFP) are the prosecution of criminal misdemeanors and gross misdemeanors, civil and traffic infractions, criminal code enforcement and animal control matters. Proposers may be individuals, law firms, or public law offices. The contracted services are intended to begin on **January 1, 2023**, or sooner if available.

The City is a strong mayor form of government. The City contracts with a law firm for the provision of civil legal services. The City has its own police department, with approximately 19 police officers. The City's municipal court is located at City Hall, 325 Metcalf Street, Sedro-Woolley, WA 98284. The courtroom also serves as the City Council Chambers and is used for award ceremonies, training, various committee meetings and public hearings.

According to the data provided by Washington Courts, in 2021, there were 70 DUI or physical control misdemeanor cases filed, 61 other traffic misdemeanor cases filed, and 152 non-traffic related misdemeanor cases filed. In addition, the prosecutor represented the City at contested infraction hearings, wherein an attorney represented the offender. The City currently has a backlog of cases from 2021 and prior due to court delays associated with COVID-19.

The Sedro-Woolley Municipal Court is not a full-time court. Sedro-Woolley currently holds court on the first, second, third, and fourth Thursdays of each month. Jury trials are scheduled on the fourth Friday of each month.

The City Prosecutor is responsible for all aspects of criminal prosecution for the City of Sedro-Woolley. Duties include but are not limited to:

1. Makes filing decisions on criminal cases, with input from City police;
2. Advises City police on the conduct of investigations, search warrants, trial preparation, seizures and related matters;
3. Interviews witness and victims of crimes and conducts all discovery;
4. Advises victims of their rights and responsibilities;
5. Communicates with victim's advocate;
6. Represents the City at arraignments, pretrial hearings, motions, bench and jury trials, sentencing, and review hearings and appeals in connection with criminal misdemeanor and gross misdemeanor cases;
7. Represents the City at contested traffic infraction hearings when offender is represented by an attorney;
8. Represents the City at all in-custody hearings;
9. Makes appropriate sentencing recommendations to the court;
10. Prepares, presents and responds to legal motions, memoranda and briefs as necessary in the routine prosecution of criminal cases;
11. Prepares subpoenas, jury instructions, and other trial related documents and materials;

12. Provides legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and cases decisions; and creating and maintaining appropriate files;
13. Files and prosecutes criminal code enforcement matters;
14. Files and prosecutes animal control cases;
15. Attends meetings with City staff, including but not limited to the City Administrator, Police Chief and City Attorney; and
16. Provides input to the City on proposed policy when so requested.

Additional appearances may be necessary to handle arraignments or jury trials. The Prosecutor shall be reasonably available for night and weekend contact by police personnel.

The City and Prosecutor will enter into a professional services agreement, which will incorporate the above referenced scope of services and will address compensation, insurance, and other provisions applicable to this contract. A sample professional services agreement is available on the city's website at: http://www.ci.sedro-woolley.wa.us/resources/bids_and_awards/index.php under Bids and Awards, **Prosecution Services**.

Detailed information indicating the volume and nature of the City's prosecutions can be found at <http://www.courts.wa.gov/caseload> (Sedro-Woolley Municipal Court data is listed under Court Directory, Courts of Limited Jurisdiction, Skagit County.)

Minimum Qualifications:

Any attorney proposed to provide prosecution services shall be licensed in the State of Washington. Five or more years of legal experience is preferred for any attorney proposed as the lead prosecutor. Experience in the prosecution of criminal and infraction matters is highly desirable, including matters involving violations of municipal or county ordinances.

Compensation:

The City and any attorney selected for these services will enter into a professional services contract, which will address compensation. Proposals are required to set forth the fees or fee structure (e.g. hourly, monthly retainer, per-case fee) to be charged for proposed services.

Selection Process:

The deadline for submitting a proposal to the City of Sedro-Woolley is October 31, 2022. All proposals shall be reviewed and screened by a Selection Committee based upon the qualifications and requirements outlined in this RFP. The Selection Committee may include the City Administrator, Police Chief, City Council Members and other designated city staff.

The Selection Committee then plans to make a recommendation to the City Council for consideration at the City Council's Regular Business Meeting on November 9, 2022. Should there be a need to change this schedule, finalists selected will be notified in advance of these changes.

Instructions to Reply to this Request for Proposals:

To reply to this RFP, please submit the following:

1. Resume for each attorney who may be part of prosecutor team;
2. Cover letter and statement of qualifications, which must include Washington State Bar Numbers for all attorneys responding to this RFP;
3. Three professional references with addresses and phone numbers;
4. Answers to the questions below.

All materials shall be submitted in one PDF packet and shall be emailed to City Administrator Charlie Bush, cbush@Sedro-Woolley.gov.

Requested Information:

Proposers must answer the questions below. Proposers may also submit additional information they would like considered.

1. For individual proposers, employment history since 2010. For firm proposers, legal status of firm or predecessor firms since 2010, and areas in which the firm has practiced over those years.
2. The proposer's professional qualification for providing prosecution services, including for each attorney likely to provide services:
 - (a) Law School attended (including year of graduation), year of admission to Washington State Bar, Bar Number, and years of practice. Must be a member in good standing with the Washington State Bar Association.
 - (b) Years of experience providing prosecution services.
 - i. Describe relevant areas of knowledge and experience related to municipal court prosecution.
 - ii. Describe experience with motions practice relevant to prosecution services;
 - iii. Describe jury and bench trial experience.
3. The proposer's understanding of the type and level of services needed;
4. The proposer's intended approach to providing the services;
5. The proposer's experience with therapeutic courts and viewpoint concerning therapeutic courts.
6. The proposer's experience with diversion programs and viewpoint concerning diversion programs.
7. A statement of the proposer's understanding of the role of the Prosecutor, and his/her relationship to the court, police department, victims, witnesses and community;
8. The proposer's philosophy in prosecuting cases where the defendant is pro se;
9. A list of all other clients represented by the proposer;
10. Affiliations or clients that could cause conflicts of interest regarding City matters, if any;
11. Any pending litigation or judgment rendered against the attorneys proposed to provide services that relate in any manner to the professional activities of the attorney and/or the firm, including any pending complaints with the Washington State Bar Association;
12. The proposed compensation structure for services rendered; and
13. Contact information for three professional references.

The City reserves the right to reject all proposals, to request additional information concerning any proposal and to interview any proposer.

Attorneys at Law:
James M. Zachor
Yelena I. Stock
Chad W. Krepps
Jeffrey D. Leeper
Hana Lee
Winston U. Choe
Dane Z. French
Corey Rogers
Yi Xue
Rebecca N. Shumar

Legal Assistants:
Erin M. Ortega
Alena C. Stock
Kiera L. Randall

**Zachor, Stock & Krepps,
Inc., P.S.**

Prosecuting Attorneys

**19401 40th Ave W
Lynnwood, WA 98036
Tel. 425.778.2429
FAX 425.778.6925**

**City of Arlington
City of Edmonds
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace (Interim)
City of Mukilteo
City of Oak Harbor
City of Sultan
Town of Woodway**

October 31, 2022

Charlie Bush
City of Sedro-Woolley –City Administrator
325 Metcalf Street
Sedro-Woolley, WA 98284
cbush@sedro-woolley.gov

RE: Response to RFP for City of Sedro-Woolley Prosecution Services

Dear Mr. Bush,

Zachor, Stock & Krepps, Inc., P.S., respectfully submits this response to the Request for Proposal for Prosecution Services to the City of Sedro-Woolley. We are excited for the opportunity to offer our services the Sedro-Woolley community and its citizens.

Our firm consists of 10 qualified attorneys that currently service 10 cities in Snohomish County and the City of Oak Harbor, located in Island County. Our firm (and its predecessor firm Zachor & Thomas, Inc., P.S.) has dutifully served the prosecution needs of our contract cities for several years, some spanning multiple decades (Edmonds since 2003 and Lynnwood since 2002). We have three active partners/shareholders and one associate attorney who will perform various functions in meeting and exceeding the needs and expectations of the City and Police Department. Those partners/shareholders include James M. Zachor, Yelena I. Stock, and Chad W. Krepps. Our senior attorneys have a cumulative 50 years of municipal prosecution experience.

Zachor, Stock & Krepps has the knowledge, understanding, experience, and qualifications necessary to surpass the prosecution expectations for the City of Sedro-Woolley. Further information about our firm, its attorneys and staff, and services are enclosed. We look forward to the opportunity to speak with the City regarding the City Prosecutor services contract.

Thank you for your time and consideration.



James M. Zachor
WSBA #41688
President
Zachor, Stock & Krepps, Inc., P.S.

CITY OF SEDRO-WOOLLEY

ZACHOR, STOCK & KREPPS, Inc., P.S. BID FOR PROSECUTION SERVICES

Presented By:

ZACHOR, STOCK & KREPPS, Inc., P.S.

Attorneys at Law

19401 40th Ave W, Suite 205

Lynnwood, WA 98036

Telephone: 425-778-2122

FAX: 425-778-6925

Contact Persons:

James M. Zachor e-mail:	jmz@zsklegal.com
Yelena I. Stock e-mail:	yelena@zsklegal.com
Chad W. Krepps e-mail:	chad@zsklegal.com

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1. CORPORATE INFORMATION, LEGAL STATUS, AND INSURANCE

COVERAGE

Name: **Zachor, Stock & Krepps, Inc., P.S.**
Status: Good Standing with the State of Washington

Address: 19401 40th Ave W, Suite 205
Lynnwood, WA 98036
Tel: 425-778-2122
FAX: 425-778-6925

James M. Zachor e-mail: jmz@zsklegal.com
Yelena I. Stock e-mail: yelena@zsklegal.com
Chad W. Krepps e-mail: chad@zsklegal.com

Washington State UBI Number: 604 812 586
Federal I.D. Number: (S corporation): 87-3001007
Employment Security Reference Number: 000-497437-00-3
Labor & Industries Account I.D. Number: 080, 262-00

Corporate History: Zachor, Stock & Krepps, Inc., P.S. formed in October 2021. The current shareholder and most current employees were previous employees of the law firm of Zachor & Thomas, Inc., P.S. Zachor & Thomas, Inc., P.S. was formed in 2004 and has held or acquired a majority of the contacts listed below since its creation. .

All taxes and obligations of Zachor, Stock & Krepps, Inc., P.S. are current. The firm also maintains medical/dental/vision insurance and retirement benefits for all its full-time employees.

Current Prosecution Contracts:

City of Arlington Prosecution
Contact: Chief Jonathan Ventura 360-403-3400
City of Edmonds Prosecution
Contact: Chief Michelle Bennet 425-771-0200
City of Lake Stevens Prosecution
Contact: Chief Jeff Beazizo 425-334-9537
City of Lynnwood Prosecution
Contact: Chief Jim Nelson 425-670-5600
City of Mill Creek Prosecution
Contact: Acting Chief Stan White 425-445-6175
City of Monroe Prosecution
Contact: Chief Jeffrey Jolley 425-794-6300
City of Mountlake Terrace (Interim)

Contact: Chief Pete Caw
City of Mukilteo Prosecution
Contact: Chief Cheol Kang 425-263-8100
City of Oak Harbor Prosecution
Contact: Chief Keith Dresker
City of Sultan Prosecution
Contact: Chief John Adams 425-754-7590
Town of Woodway Prosecution
Contact: Chief Alan Correa 425-670-8260

Areas of Specialization: Municipal Prosecution, criminal law, municipal law, domestic violence prosecution, impaired driving (DUI) prosecution, civil and traffic infraction prosecution, drug/civil/weapon seizures and forfeitures, dangerous/potentially dangerous dog appeals, RALJ appeals, and tow/impound hearings.

Organizational Size: Ten Attorneys
One FTE Legal Assistant
Two PTE Legal Assistants

Technology and Access: Prosecutor by Karpel (digital file management system)
Managed SharePoint Website (for electronic exchange of police reports and evidence) in Government cloud which is CJIS and FAPS
24-hour access to digital files with dedicated VPN and network
All employees have received Criminal Justice Information's System Security and Awareness Training
Judicial Information System and Judicial Access Browser System Access
Department of Licensing Public Access Portal Account
Snohomish County 911 Public Access Portal Account
Facsimile (FAX) Machine/Scanner with Dedicated Line
Law Library and On-Line Legal Research
Surface / Laptop Computer for each attorney
Work Cellphone for each attorney. Partners/Shareholders available 24/7/365
Regular Confidential Documents Shred Service (every other week)

Corporate Insurance Information:

1. Lawyers Professional Liability:

Insurance Carrier:	Travelers PO Box 2950 Hartford, CT 06104
Policy Number:	107466779
Policy Limits:	\$1,000,000.00 each claim/ \$2,000,000.00 aggregate Deductible: \$5,000.00

2. **Business Policy:**

Insurance Carrier: State Farm Fire and Casualty Company
P.O. Box 5000
Dupont, WA 98327-5000
Contact Person: Rachel Alexander Insurance Agency
644 NW Richmond Beach Road
Shoreline, WA 98177
206-542-8000

Policy Number: 98-GJ-1323-4

Policy Limits: Business Personal Property: \$40,000.00
Loss of Income: Actual Loss
Business Liability \$1,000,000.00
Medical \$10,000.00
Products-Completed Operations: \$2,000,000.00
General Aggregate (other than PCO) \$2,000,000.00

2. OUR PROFESSIONAL QUALIFICATIONS

Our senior attorneys have a cumulative 50 years of criminal prosecution experience. Proposed supervising attorney is Chad W. Krepps who has 10 years of municipal prosecution experience. Mr. Krepps would also carry a caseload for the City of Sedro-Woolley. The proposed attorney for handling a majority of the caseload would be Jeffrey D. Leeper (15+ years of municipal prosecution). Other attorneys that may appear on behalf of the City of Sedro-Woolley include James M. Zachor (12+ years of municipal prosecution), Hana Lee (4 years of municipal prosecution) and Corey A. Rogers (1+ year of municipal prosecution experience). Among the 10 attorneys employed by Zachor, Stock & Krepps, all, but two, have a minimum of one year of municipal prosecution experience.

The prosecution needs of a city vary greatly, but our firm is dedicated to identifying those needs and to providing prosecution services tailored to the city. In our view, there are no small or insignificant crimes or infractions. Any crime, whether against person or property, can drastically affect the overall livability and safety of the citizens we serve. Our goal is to meet the needs of the city we service and ensure all citizens can enjoy the quality of life each deserves. By working with city leaders and the police department, we endeavor to promote safer neighborhoods, streets, and parks for all citizens.

Each attorney in our firm has an extensive and proven working knowledge of municipal prosecution including the nuances of review and charging of cases, negotiation, motions practice, jury trial experience and appellate work. All our prosecutors are conversant in the changing environment of prosecution brought about by shifts in societal thinking and state legislation. Each case presents a unique opportunity to not only hold persons charged with a crime accountable, but also to provide an opportunity to address root cause of criminal behavior, thereby reducing recidivism. All our prosecutors are educated in therapeutic alternatives to punishment but are not blind to the challenges it brings. All the attorneys that may appear on behalf of the City of Sedro-Woolley have a significant amount of experience in therapeutic or alternative court programs in other jurisdictions.

ATTORNEY RESUMES AND BIOGRAPHIES

James Matthew Zachor

WSBA: 41688 Bar Status: Good Standing

jmz@zsklegal.com

Mr. Zachor is the president of Zachor, Stock & Krepps, Inc., P.S (ZSK). He is also a shareholder/partner responsible for client services, police training and managing PbK (digital file management system). Mr. Zachor has been an attorney since October 2009. He graduated from the Thomas Cooley School of Law in Lansing, Michigan where he graduated Cum Laude (top 10% in class). He has been a prosecutor with ZSK and previously Zachor & Thomas (ZSK's predecessor firm) for approximately 15 years (13 as an attorney and 2 as a "Rule 9" legal intern). He is currently responsible for handling the review/charging for all cities, jail calendars and appeals. He is also a supervising attorney overseeing all associate attorneys in the firm. His duties also include being on call 24 hours a day, 7 days a week, 365 days a year for all Officers in need of review of search warrants, arrest warrants, or for charging/arrest questions in the field.

Mr. Zachor has extensive knowledge in DUI cases. He has attended the DUI Boot Camp as well as Drug Recognition Expert (DRE) training along with Washington Law Enforcement Officers to better understand investigation techniques and better prosecute those suspected of driving while impaired by a substance other than alcohol. He is also an ARIDE (Advanced Roadside Impaired Driver Enforcement) instructor.

Mr. Zachor also has extensive knowledge and experience handling Extreme Risk Protection orders. He was the first prosecutor in Snohomish County to successfully petition the Snohomish County Superior Court in 2017. Since 2017, he has successfully handled over 30+ extreme risk protection orders.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S.

October 2021 – Present

President

- Client services – responsible for all services related to contracts
- RALJ Appeals
- Charging Reviews/Decisions
- Supervising Attorney
- Police officer training
- ARIDE instructor
- Extreme Risk Protection orders
- Code and animal control hearings and appeals

Puget Sound Senior Baseball League, Seattle, WA

May 2019 – Present

League Legal Counsel

- Advises non-profit organization on legal matters relating to sports and organizational liability, contracts and rules relating to players, managers, board of directors and spectators.
- Drafts legal memoranda with opinions relating to sports and organizational liability, contracts and rules relating to players, managers, board of directors and spectators.

Zachor & Thomas, Inc., PS, Edmonds, WA October

2009 – December 2021

Senior Prosecuting Attorney

- Became full time associate attorney in firm after passing the Bar Exam in October of 2009.
- Represented numerous cities in various court proceedings such as arraignments, pre-trial hearings, jury confirmation/readiness hearings, motions, and bench trials.
- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Prepared and issued subpoenas for trial and motions.
- Researched, wrote, and argued substantive 3.5 and 3.6 motions.
- Primary Cities of responsibility have included Lynnwood, Lake Stevens, Arlington, Edmonds and Monroe.
- Participated in 20+ jury and bench trials.
- Contacting victims of domestic violence to inform them of the DV laws in Washington and provide information on the status of a case, information on various domestic violence services available to victims in Snohomish County, information on Crime Victim Compensation fund, obtaining protection orders.
- Prepare policy memos on new criminal case law for law enforcement agencies.
- Regularly train patrol officers on WA criminal law areas such as search and seizure, DUI and Domestic Violence.
- Consults agencies and reviews "Extreme Risk Protection Orders" under RCW 7.94.
- Was the first prosecutor in Snohomish County to successfully argue for and obtain an "Extreme Risk Protection Order." (An Extreme Risk Protection Order is a civil order that prevents individuals with dangerous mental health or corroborative substance abuse disorders who present a danger to themselves or other by possessing firearms.)

- Was the first prosecutor in Snohomish County to successfully argue for and obtain a renewal of an “Extreme Risk Protection Order.
- Primary prosecutor all contracted law enforcement agencies in drafting, reviewing and arguing petitions for Extreme Risk Protection Orders.
- Supervise rule 9 interns, as well as associate attorneys.

Zachor & Thomas, Inc., PS, Edmonds, WA

Summer 2008, Summer 2009

Rule 9 Intern

- Represented numerous cities in various court proceedings such as arraignments, pre-trial hearings, jury confirmation/readiness hearings, motions, and bench trials.
- Primary City represented was the City of Lynnwood in most criminal and civil infraction hearings.
- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Interviewed/contacted victims, witnesses and businesses.
- Prepared and issued subpoenas for trial and motions.
- Researched, wrote and argued substantive 3.5 and 3.6 motions.

Zachor & Thomas, Inc., PS, Edmonds, WA

Apr 2007 - Sep 2007

Summer Intern/Legal Assistant

- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Interviewed/Contacted victims, witnesses and businesses.
- Reviewed files for issuance of trial and motion subpoenas.
- Researched case law and drafted substantive motions and motion responses.

Education

Thomas M. Cooley School of Law, Lansing, MI

- Juris Doctorate, 2009
- Graduated *Cum Laude*
- Honor Roll (earned a 3.00 GPA or higher in one term) 7 of 9 terms
- Dean's List (maintained a 3.00 GPA or higher) 6 of 9 terms
- Certificate of Merit (highest grade in course) - Intra-school Moot Court.

Pacific University, Forest Grove, OR - 2001-2004,

- Bachelor of Arts. Political Science, 2004
- Honor Roll/Dean's List 4 of 6 terms

Linn-Benton Community College, Albany, OR - 1999-2000

- Mechanical Engineering major

Oregon State University, Corvallis, OR - 1998-1999

- Mechanical Engineering Major

Yelena I. Stock

WSBA: 41248 Bar Status: Good Standing

yelena@zsklegal.com

Ms. Stock is a shareholder/partner for ZSK. She is the current vice president of Human Resources and is responsible for on-going/continuing training of all ZSK prosecutors. Ms. Stock is a first generation Honduran American and first child in her family born in the United States after her parents immigrated to the United States in the mid-1970s. She is a United States Navy Veteran. Ms. Stock was admitted to the Washington bar in May 2009 and in the same year began at Zachor & Thomas. In 2014, she left the firm for the City of Seattle Prosecutor's Office. There she quickly excelled and became one of the city's top trial attorneys, with a special emphasis on prosecuting domestic violence. During her tenure there, she gained experience and knowledge handling cases in the various therapeutic court programs in Seattle Municipal Court. In June of 2019, she came back to Zachor & Thomas. Ms. Stock is the supervising attorney and currently handles the bulk of all City of Edmonds criminal matters from arraignment to jury trial and motions. Ms. Stock also handles legal updates and training for the Edmonds Police Department.

Ms. Stock comes to Washington from Arizona after graduating from Arizona State University with a B.S. in Justice Studies in 2004. She has lived here for now for over 15 years. She received her J.D. from Seattle University School of Law in 2008. Before stepping into law, she served in the U.S. Navy. Serving five years of active duty as a Gunnersmate on the U.S.S. Rainier, stationed in Bremerton, Washington and the U.S.S. Willamette stationed in Pearl Harbor, Hawaii. Additionally, serving as a Navy Reservist for two years as a Torpedomate assigned to Pearl Harbor, Hawaii and Everett, Washington. She additionally is proficient in Spanish.

As a misdemeanor prosecutor for 11 different Snohomish County Cities and the Seattle City Attorney's Office, she has resolved thousands of criminal cases. She was an associate attorney at Zachor & Thomas for almost six years and was a lead prosecutor for the cities of Lynnwood, Mill Creek, and Mountlake Terrace. At the Seattle City Attorney's office, she was a lead Domestic Violence prosecutor for almost four years. In 2017, she assisted in developing the Regional Domestic Violence and Firearms Enforcement Unit. She became the LINC (Legal Intervention Network of Care) prosecutor while working with Seattle Municipal Mental Health Court. LINC is a diversion program that focuses on the *Trueblood* population. In June of 2019, she returned to her home - Zachor & Thomas. In October 2021, she partnered with James M. Zachor and Chad W. Krepps to form Zachor, Stock & Krepps, Inc., P.S.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

October 2021 – Present

Partner/Shareholder

- Vice President of Human Resources
- Trains all attorneys on motions and jury trial practice
- Maintains caseload for Cities of Edmonds and Mill Creek
- Supervises all junior associates

Zachor & Thomas, Inc., P.S., Edmonds, WA

Jun 2019 – December 2021

Senior Associate Attorney

- Assumed a supervisory role of junior associates, legal interns, and legal assistants
- Train associates in trial advocacy
- Serve a lead negotiator and trial attorney for the City of Edmonds.

City of Seattle, Seattle, WA

Sep 2014 – May 2019

Assistant City Prosecutor

- Specialty Court Unit: LINC Prosecutor (Legal Intervention Network of Care), criminal diversion program focused on mental health and *Trueblood* population; Work with community partners Behavioral Health and Recovery Division and Community House; Mental Health Court and Community Court (a dedicated court for low-level offenders).
- Domestic Violence Unit: DV lead prosecutor; vertical prosecution from filing decision to trial; work with team of DV Victim Advocates; train Rule 9 interns and new attorneys; Participated in HB 1840 Firearms Surrender Enforcement Work Group (2016) which assisted in creating the Regional Domestic Violence Firearms Enforcement Unit (2017).

Zachor & Thomas, Inc., P.S., Edmonds, WA

Sep 2008 - Apr 2014

Senior Associate Attorney

- Represented nine Snohomish County Cities in criminal misdemeanor prosecution and civil infractions.
- Lead prosecutor for the Cities of Lynnwood, Mill Creek and Woodway. Appeared in multiple District and Municipal courts for arraignments, pre-trial hearings, motions, trials, and appeals.
- Police Liaison for respective police departments, including training and legal updates.
- Trained Rule 9 interns and new attorneys.

Federal Public Defenders Office, Seattle, WA

Jan – Apr 2008

Legal Extern

Social Security Administration, Office of General Counsel, Seattle, WA

May – Aug 2007

Legal Extern

U.S. Navy Reserve 2nd Class Petty Officer (Torpedoman's Mate/E-5)

Dec 2001 – Sep 2004

U.S. Navy Active-Duty 3rd Class Petty Officer (Gunner's Mate/E-4)

May 1994 – Apr 1999

- Maintenance and handling of weapons, ammunitions, and related equipment and systems.
- Good Conduct Medal, National Defense Medal with Bronze Star, Outstanding Volunteer Medal

Education

- **Seattle University School of Law - Juris Doctor** **2008**
- **Arizona State University - Bachelor of Science, Justice Studies** **2004**

Languages

Spanish – Proficient (Native Speaker)

Chad Wesley Krepps

WSBA: 45279 Bar Status: Good Standing

chad@zsklegal.com

Mr. Krepps is a partner/shareholder of Zachor, Stock & Krepps, Inc., P.S. He is also Vice President of Operations and is responsible for ensuring technology is performing at optimum efficiency to ensure the exchange of information between police departments and our office is uninterrupted. Mr. Krepps is also responsible for officer training and legal updates. He has been an attorney since 2012, and with Zachor and Thomas since December 2013. He began practicing first as a Rule 9 legal intern then as prosecutor for the City of Bremerton. After a brief stint in private practice, he relocated to the Greater Seattle area and returned to prosecution. He graduated from Willamette University College of Law, earning a certificate in Sustainable Environmental, Energy, & Resources Law. He graduated from the University of Washington with a degree in Latin American Studies and a minor in Human Rights.

As an attorney he has handled every facet of a criminal case, from charging through jury trial. Mr. Krepps has successfully argued criminal motions and trial, both to the bench and to a jury. While striving to seek justice and protect the community he has earned a reputation for being both reasonable and practical. He has attended the DUI Boot Camp as well as Drug Recognition Expert (DRE) training along with Washington Law Enforcement Officers in order to better understand investigation techniques and better prosecute those suspected of driving while impaired by a substance other than alcohol. Mr. Krepps is currently serving all our client cities and makes daily appearances for the City of Lynnwood.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

October 2021 – Present

Partner/Shareholder

- Vice President of Operations
- Maintains/monitors all technology for ZSK
- Supervise and train junior associates, legal interns, and legal assistants.
- Provide prosecuting services to municipalities throughout Snohomish County.
- Advise and train law enforcement officers on legal changes relating to their duties.
- Serve as point of contact and provide outreach for victims of domestic violence crimes.
- Appear regularly in various municipal and district courts for all legal proceedings.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.
- Review and draft municipal code ordinances.

Zachor and Thomas Inc., P.S., Edmonds, WA

Dec 2013 – Dec 2021

Senior Prosecuting Attorney

- Supervise and train junior associates, legal interns, and legal assistants.
- Provide prosecuting services to municipalities throughout Snohomish County.
- Advise and train law enforcement officers on legal changes relating to their duties.
- Serve as point of contact and provide outreach for victims of domestic violence crimes.
- Appear regularly in various municipal and district courts for all legal proceedings.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.
- Review and draft municipal code ordinances.
- Represent municipalities on civil traffic infractions.

Haas & Ramirez, P.S., Bainbridge Island, WA

Aug 2013 – Dec 2013

Associate

- Appeared on the behalf of clients in Municipal, District, and Superior Courts.
- Advised clients of probable case outcomes so that they can make informed decisions.
- Investigated and research both law and fact to prepare a case for negotiation and trial.
- Advocate for my client while negotiating with prosecutors to find an advantageous resolution for the client.

Bremerton City Attorney's Office, Bremerton, WA

Sep 2012 – Aug 2013

Prosecutor

- Represent the city through all stages of the criminal process, from charging to sentencing.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.

Willamette Sustainability Clinic, Salem, OR

Jan 2012 – May 2012

Law Clerk

- Draft an "Environmental Justice Best Practices Handbook" for Oregon Natural Resources Agencies.
- Prepared a National Environmental Policy Act complaint.

- Client outreach, capacity building, and legal research in order to further these goals.

Oregon Law Commission, Salem, OR

Jan 2011 – May 2012

Law Clerk

- Review and consider local proposals and national uniform state laws to determine whether a need existed to amend or supplement Oregon Statutes.
- Present finding of law to both the Commission as well as the State Legislature.

EDUCATION

Willamette University College of Law, Salem, OR

- Juris Doctorate, 2012
- Sustainable Environment, Energy and Natural Resource Law Certificate, 2012
- *Moot Court Board Member 2011-12*
- *Writer-Willamette Law Online: Ninth Circuit 2011-12*

University of Washington, Seattle, WA

- Bachelor of Arts, International Studies: Latin America, 2003
- Minor in Human Rights
- Semester abroad in Wales, 2000
- Six times Dean's List

Jeffrey D. Leeper

WSBA: 39577 Bar Status: Good Standing

jeffrey@zsklegal.com

Mr. Leeper is an experienced municipal prosecutor, having spent his entire 15-year legal career as a prosecutor. He attended Seattle University School of Law where he graduated with his juris doctorate in 2007 and has been a member of the Washington State Bar ever since. All his years practicing has been as a criminal prosecuting attorney at the municipal court level. His work includes all steps from charging decisions to trial to probation review. He is currently serving as lead prosecutor for the cities of Lake Stevens and Arlington. He has also been working with the Mental Health Alternatives Program (MAP) in Marysville Municipal Court.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

Jan 2022 – Present

Senior Prosecuting Attorney

- Handles a significant caseload through all stages of proceedings.
- Mentors junior associates.
- Handled review, pre-trial, arraignment, jail, and infraction calendars for cities with which firm is contracted to handle criminal prosecution.
- Discussed/negotiated merits of cases with defense counsel.
- Drafts, responds and argues motions.
- Prosecutes cases at jury and bench trial.

Zachor and Thomas Inc., P.S., Edmonds, WA

APR 2017-DEC 2021

Prosecuting Attorney

- Handled review, pre-trial, arraignment, jail, and infraction calendars for cities with which firm is contracted to handle criminal prosecution.
- Filed motions and briefs as needed.
- Discussed/negotiated merits of cases with defense counsel.
- Argued and/or settled matters at trial and motion hearings.

CITY OF KENT LAW DEPARTMENT

MAY 2008-JUN 2008, NOV 2008-JAN 2009

Contract Attorney for Criminal Division

APR 2009-JUN 2010, SEP 2016-JAN 2017

- Handled probation review, review, pre-trial, arraignment, and jail calendars on as-needed basis.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or defendant counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.

CITY OF KENT LAW DEPARTMENT

JUL 2010-OCT 2013

Prosecuting Attorney

- Handled probation review, review, pre-trial, arraignment, and jail calendars, to include interviewing witness, negotiating with defense.
- Argued and/or settled matters at trial and motion hearings.
- Argued City's position at tow hearings in district court.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.
- Filed motions and briefs as needed.

MOBERLY & ROBERTS, PLLC

JUL 2008-OCT 2008

Prosecuting Attorney

- Handled probation review, review, pre-trial, arraignment, and jail calendars, to include interviewing witness, negotiating with defense.
- Argued and/or settled matters at trial and motion hearings.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.
- Filed motions and briefs as needed.

SEATTLE CITY ATTORNEY, CIVIL DIVISION

SEP 2006- APR 2007

Rule 9 Intern for Infractions

- Reviewed merits and sufficiency of traffic and animal control citations.
- Interviewed witnesses to determine testimony and to explain court proceedings.
- Discussed merits of case with opposing counsel, and, where appropriate, negotiated charge and sentencing.
- Argued City's position before magistrate judge.

CITY OF KENT LAW DEPARTMENT

SUMMER 2006

Rule 9 Extern for Criminal Division

- Reviewed merits of traffic citations.
- Assessed sentencing based on defendant's prior record.
- Discussed merits of case with opposing counsel, and, where appropriate, negotiate charge and sentencing. Argued City's position in traffic cases to judge. Represented City's interests in sentencing and probation review cases, pretrial hearings, and warrant and jail calendars.
- Prepared City's position for motions.
- Represented City in one bench trial and two jury trials including voir dire, opening statement, direct and cross examination, and closing statement.

SEATTLE UNIVERSITY SCHOOL OF LAW

SUMMER 2005

Research Assistant for Professor Mark Chinen

- Provided reader feedback and editorial comments on academic paper on amending Japanese Constitution. Researched impediments to sharing information among national security organizations.

EDUCATION

SEATTLE UNIVERSITY SCHOOL OF LAW, Seattle, WA

- Juris Doctorate (Criminal Law focus), 2007
- Trustee's Scholarship upon entry
- Vice President of Christian Legal Society; Associate Justice for Law and Technology Society; Member of Faculty Standards Committee; Student Fellow for Center on Corporations, Law and Society, Bailiff – Mock Trial and Moot Court Competitions, Order of the Barristers
- Moot Court and ADR Competitions: Negotiation (2nd Place), Mediation (4th Place), Client Counseling, Thomas Tang, Administrative Law, Reasonable Doubt, In-House Moot Court, In-House Appellate Competition

UNIVERSITY OF WASHINGTON, Seattle, WA

Certificate in Editing, 2003

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

- Master of Arts in English Literature (19th Century British Literature), 1993
- Activities: *Henry James Review* editorial staff, Judge for 1993 Emily Toth Award

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

- Bachelor of Arts in English (Minors: German Literature and Religious Studies), 1991
- National Dean's List and LSU Regents Certificate of Excellence
- LSU Honors Scholarship and Air Force ROTC Scholarship upon entry

Hana Lee

WSBA: 53033 Bar Status: Good Standing

hana@zsklegal.com

Hana is originally from South Korea. She graduated from the St. John's University, New York in 2010 with a degree in Hospitality Management. She graduated from Seattle University with her Juris Doctorate in May of 2017. She passed the bar in September of 2017 and was admitted to the Washington State Bar in November of 2017. While working at a hotel in New York City, she has witnessed the disadvantages and prejudices guests endured because they did not speak English well enough to advocate for themselves. These experiences led to her decision to pursue a career as a prosecuting attorney. She has been with ZSK (and Zachor and Thomas) since August of 2018 as an Associate Attorney after being admitted to the bar. She is also actively engaged in the MAP (Mental Health Alternatives Program) in Marysville Municipal court. She is currently serving the cities of Lynnwood, Sultan, and Edmonds.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

Jan 2022 – Present

Senior Prosecuting Attorney

- Appear daily for in-custody hearing where I review police reports and make arguments concerning conditions of release and bail.
- Negotiate criminal pre-trial cases with Defense Attorneys.
- Represent municipalities on civil traffic infractions
- Negotiate resolutions with attorneys for civil traffic infractions.
- Appear in court pro se respondents and ensure they are aware of the procedures, rules, and laws applicable to their hearing.

Zachor and Thomas Inc., P.S., Edmonds, WA

Dec 2013 – Dec 2021

Prosecuting Attorney

- Appear daily for in-custody hearing where I review police reports and make arguments concerning conditions of release and bail.
- Negotiate criminal pre-trial cases with Defense Attorneys.
- Represent municipalities on civil traffic infractions
- Negotiate resolutions with attorneys for civil traffic infractions.
- Appear in court pro se respondents and ensure they are aware of the procedures, rules, and laws applicable to their hearing.

Ronald A. Peterson Law Clinic, Seattle, WA
Seattle University School of Law

Jan 2017 – May 2017

Rule 9 Intern

- Represented juvenile clients in court proceedings, including first appearances, arraignments, detention release hearings, and case setting hearings.
- Engaged in effective client counseling, including regular meetings and communication with clients in juvenile detention and with clients out of custody.
- Reviewed facts with investigators and interviewed witnesses and law enforcement.
- Participated in a trial skills workshop and mock motion hearing to practice and refine advocacy skills.
- Performed legal research and drafted legal memoranda regarding duress defense, deferred action, and disposition.

Shoreline Prosecuting Attorney's Office, Shoreline, WA

Summer 2016

Rule 9 Intern

- Managed high volume docket daily to expedite court proceedings.
- Successfully argued motions in pre-trial and post-conviction hearings.
- Efficiently conducted court proceedings, including motion hearings, probation review hearings, arraignments, and first appearances.
- Conducted legal research and drafted numerous motions, including motions to suppress evidence, motions to suppress statements, and appellate briefs.

Lee & Lee Law, P.S., Seattle, WA

Summer 2015

Law Clerk

- Performed research and drafted legal memoranda on a variety of civil and criminal litigation matters
- Interviewed clients with staff attorneys.
- Drafted letters to clients.
- Translated clients' contracts and other documents from Korean to English

Education

Seattle University School of Law Seattle, WA

- Juris Doctorate, 2017
- Membership: Future Prosecutors for Social Justice, Korean American Law Student Association
- Moot Court Participant

St. John's University Jamaica, NY

- Bachelor of Science in Hospitality Management May 2010

Corey A. Rogers

WSBA: 59923 Bar Status: Good Standing

corey@zsklegal.com

Corey Rogers began his legal career while attending the University of Washington as a volunteer legal assistant at the Housing Justice Project in Kent. After graduating from undergrad in 2018, he joined Zachor Stock & Krepps – then Zachor & Thomas – as a legal assistant. Corey applied for law school the following year, and after receiving a scholarship offer he couldn't refuse, he enrolled at the University of Arizona but continued to come back to the firm to work each summer.

During his last semester of 3L, Corey worked remotely, and represented the several cities our office serves on the Snohomish County Jail Calendar three times a week. Believing that an introduction to defense work would make him a better prosecutor, Corey also took the opportunity to intern at the Pima County Legal Advocate. There he built relationships with defendants and learned how to process reports like a defense attorney. This opportunity has translated into helping him better identify strengths and weaknesses in cases, as well as gaining an increased understanding of the role addiction and mental health plays in our criminal justice system

Corey passed the Washington State Bar in July and is one of our newest associates. Despite only recently earning his bar card, the experience he has gleaned from working the past 4 years at our firm makes him a seasoned and valuable member of our team. He currently serves as the lead prosecutor for Mukilteo and shares the City of Arlington with another prosecutor.

RESUME

Legal Experience

Zachor Stock & Krepps Inc., P. S., Lynnwood, WA

Oct 2022– Present

Associate Attorney

- Lead attorney for the City of Mukilteo and support for the City of Arlington
- Respect the solemn obligation to act as a minister of justice by zealously protecting the interest of the City and ensuring just outcomes for defendants

Zachor Stock & Krepps Inc., P. S., Lynnwood, WA

Jan 2022 – Oct 2022

Rule 9 Licensed Legal Intern

- Represent Arlington, Mill Creek, Mukilteo and Sultan on the Snohomish County Jail Calendar by arguing for probable cause, bail and other release conditions
- Conduct research and draft responsive briefing on diverse legal issues
- Successfully argued multiple substantive motions

Zachor & Thomas, Inc. P.S. Edmonds, WA

May 2021 – Aug 2021

Rule 9 Licensed Legal Intern

- Represent Arlington, Mill Creek, Mukilteo and Sultan on the Snohomish County Jail Calendar by arguing for probable cause, bail and other release conditions
- Conduct research and draft responsive briefing on diverse legal issues
- Successfully argued multiple substantive motions

Pima County Legal Advocate., Tucson, AZ

Aug 2021- Dec. 2021

Rule 39(D) Certified Limited Practice Student

- Arizona Rule 9 equivalent. The Legal Advocate serves as conflict and overload counsel for the Pima County Public Defender's Office on felony matters
- Primary duties include legal research and interviewing clients
- Drafted and argued substantive motions in court on behalf of clients accused of homicide and kidnapping

Zachor & Thomas Inc., P. S., Edmonds, WA

May 2018 – July 2019

May 2020 – Aug 2020

Legal Assistant

- Assist the attorneys for Arlington, Lake Stevens, and Monroe, but have the knowledge to support the attorneys for any city
- Daily duties include preparing calendars, sending discovery, requesting evidence, organizing files and answering phones

EDUCATION

University of Arizona James E. Rogers College of Law, Tucson, AZ

Juris Doctorate, May 2022

- GPA: 3.35
- Activities: Student Bar Association (1L, 2L, 3L Representative)
- Honors and Awards: Dean's Achievement Award Scholarship (Full-Tuition)

University of Washington, Seattle, WA

Bachelor of Arts, Political Science, June 2018

- Major GPA: 3.50
- Activities: Acacia Fraternity (President), Greek Community Project (Counselor), Phi Alpha Delta Pre-Law Fraternity (Member), UW Husky Union Board (Student Rep)

Honors and Awards: Acacia Founding Father, Acacia Man of the Year 2016, 2017

Staff Biographies

Erin M. Ortega
erin@zsklegal.com

Erin joined the firm in March 2004, having graduated with a Bachelor of Arts in Law Enforcement from Central Washington University. Prior to joining our firm, she worked for five years facilitating discovery and client contact with the law firm of Feldman & Lee, P.S., handling primarily public defense cases.

She is extremely knowledgeable in dealing with court staffs, the Department of Licensing, Snohomish County 911, defense attorneys, pro-se defendants, victims, witnesses, and law enforcement personnel. She currently serves as a legal assistant for the Cities of Lynnwood, Edmonds, Mill Creek, Mukilteo, responsible for receiving and properly handling a variety of legal document, fulfilling discovery demands, and preparing case files for attorneys. Her performance is exceptional and a true credit to every successful prosecution.

Alena C. Stock
alena@zsklegal.com

Alena Stock has been serving as a legal assistant since August 2019. She was formerly enrolled in Western Washington University taking part in Future Woodring Scholars, volunteering at local schools, and working towards becoming a future educator. She is now currently enrolled into University of Washington Bothell intending on majoring in English and Secondary Education. Her responsibilities in the office are to answer phone calls and take messages, requesting supplemental discovery and responding to demands for discovery.

3. OUR UNDERSTANDING OF THE TYPE AND LEVEL OF SERVICE NEEDED

At Zachor, Stock & Krepps, Inc., P.S., we specialize in all aspects and stages of municipal prosecution, from criminal cases to civil, code, animal infractions. It is our business to focus on the needs of the city we serve. We adapt our prosecution style to best implement the executive branch's vision for criminal justice. This includes working closely with the mayor, city administrator, city manager, and police chief to develop a strategy to best meet those goals. Because of our experience and involvement in the criminal justice system throughout Snohomish and Island Counties, we are well positioned to meet the needs of the city of Sedro-Woolley. Our office has significant experience in high case load courts and smaller jurisdictions. We manage these different types of caseloads efficiently and effectively. It comes from our extensive experience and our dedication to open and transparent communication between defense attorneys, witnesses, victims (both Domestic Violence and Non-Domestic Violence), and police departments. This responsive communication is key to a well-managed criminal and civil caseload and is a foundation for effective prosecution.

Recent legislative sessions have resulted in seismic shifts in the way crime is investigated and addressed. The millions who gathered across the country to rally to the cause of racial justice resulted in multiple police reform laws. The perceived failure of the war on drugs brought about legislative changes to the way State, law enforcement, and prosecutors respond to drug addiction and opioid epidemic. In the passing of SB5476, the Legislature announced that drug addiction will be treated as a public health crisis. Law enforcement is now mandated to divert certain drug offenses from arrest, and jail and only after multiple attempts at may that individual be referred into the criminal justice system. The new legislation strongly encourages prosecution of these cases to be further diverted from prosecution and jail and moved towards treatment and therapeutic alternatives.

We anticipate this new paradigm will bring about a large focus on therapeutic courts, dispositional continuances, or pre-charge diversion from prosecution agencies and courts. Each option offers unique opportunities. Our office is prepared to advocate on behalf of the people of Sedro-Woolley to ensure violators are held accountable and the citizens safe, while still meeting the legislative intentions.

Our office is qualified to meet these requirements. We have put into practice a multi-faceted approach to prosecution, beginning with an individual centered approach. The goal is not always conviction and jail, but rather a focus on how to help persons obtain services that will avert them out of the criminal justice system. This goal can be achieved in several ways, such as incentive-based diversion programs, relicensing programs, and therapeutic or problem-solving courts. In other words, conviction and jail is not the only answer to holding a person accountable. Often with the use of community service and/or engagement with alcohol/drug or mental health treatment, a person may be held accountable, but more importantly learn to hold themselves

accountable for their actions. We are qualified to provide the City of Sedro-Woolley, the individual centered approach, which focuses on services and assisting people out of the cycle of drug addiction, poverty, and homelessness, while simultaneously ensuring community and its citizens are safe and prosperous.

Our office previously has and is currently involved in the implementing several community-based programs such as the MAP (Mental Health Alternative Program) program in Marysville Municipal Court, and the Law Enforcement Assisted Diversion (LEAD) program currently used in Lynwood. Our office is also currently assisting Island County begin its Recovery Navigator Program (RNP).

Based on current and anticipated increase in case filings, our office is prepared to sufficiently staff the City of Sedro-Woolley caseload with .75 time attorney and a part time legal assistant. While there will be one attorney assigned to handle this caseload, there will also be a supervising attorney assigned to assist in the day-to-day administration of court calendars and community court calendars. The three partners will also play a significant role in contract services from policy guidance, search warrant review, officer training, after hours availability, as well as appeals and extreme risk protection orders.

4. OUR APPROACH TO PROVIDING SERVICES

We consider these two questions in every case we are involved with: Why did the suspect commit this crime and how can we help prevent the individual from committing this or other crimes in the future?

Our approach to prosecution focuses on two types of prosecution theories: and individual-centered approach and the more traditional deterrence approach to prosecution. The individual-centered approach addresses both of those questions. This approach does not focus on conviction or jail time. This approach focuses on the individual and what lead that person to commit the crime, or crimes, that they are accused of. Such an approach necessitates obtaining information not included in a police report. It focuses on the individual and their life. It first focuses on whether drugs, alcohol, mental health, poverty, or some other issue is a contributing factor to the individual's criminal behavior. The individual-centered approach then attempts to work with the individual's attorney to first attempt to get them into a program that addresses the underlying cause of the criminal behavior.

There are instances when the individual-centered approach fails or when cases are of such a public safety concern that criminal charges must be filed (such as DUI, Domestic Violence, Stalking/Harassment, or crimes against children). Traditional approaches to prosecution may be appropriate to deter individuals from further violations of law. The deterrence approach can include therapeutic aspects and goals. It attempts to address the underlying cause, or causes, of the criminal behavior. Such examples are the use of alcohol, drug, and mental health treatment as well as MRT (Moral Reconciliation Therapy). Although these cases may result in filing criminal

charges, there are still opportunities for reduction, dismissal of charges, or post-filing diversion options, when appropriate.

While our role as prosecutor is to ensure the safety of the public and hold those accused of committing crimes accountable, we have an equally compelling role of ensuring the accused are treated fairly and that the individual's circumstances are considered. When an individual believes they are treated with respect, they are more likely to hold an abiding belief in the fairness of the criminal justice system.

5. OUR EXPERIENCE WITH PROBLEM SOLVING COURTS, THERAPEUTIC COURTS AND OUR VIEWPOINT

Problem solving and therapeutic courts in general are a non-traditional approach towards combating criminal behavior. These types of courts are focused on, as the name implies, problem solving and therapeutic approaches to address, reduce, or eliminate, the underlying causes of the criminal behavior. Drugs, alcohol, mental health, poverty, homelessness, or a combination there of will correlate with lower-level property and drug-related offenses. These courts address the multitude of these issues, to help reduce the likelihood of an individual spiraling toward recidivism. Such courts aid in reducing demand on scarce resources within the community, such as hospital expenses, fire and medical responses, as well as law enforcement resources. These types of courts and programs can have a positive effect on the overall health of the community. Our office has worked to build the foundation for these types of courts and programs in other jurisdictions.

The proposed attorneys have extensive knowledge in the pros and cons of developing a therapeutic court. We have been major participant in the running of these types of courts. Ms. Stock was part of the Specialty Court Unit as the LINC (Legal Intervention of Network of Care) prosecutor at the City of Seattle. This unit specifically is assigned to the therapeutic courts in Seattle Municipal Court. It included Community Court, Mental Health Court, and Veterans Treatment Court. Mr. Zachor was on the committee that developed and started the Marysville Municipal Court MAP (Mental Health Alternatives Program) court. Mr. Leeper has actively managed a caseload for the City of Lake Stevens in its participation in MAP. Ms. Stock and Mr. Zachor were on the team of stakeholders that developed the city of Edmonds Community Court.

6. OUR EXPERIENCE WITH DIVERSION PROGRAMS OR ALTERNATIVE PROGRAMS AND OUR VIEWPOINT

We believe that diversion programs, properly conceptualized and effectuated, can serve as a great tool in criminal justice. The two general types of diversion programs are pre-charge and post-charge. At present most of our jurisdictions use post-charge diversions or Stipulated Orders of Continuances (SOCs). The goal of a diversion is to allow a defendant to earn a dismissal or

reduction on their charges if successfully completed. Generally, it includes a combination of community service, law abiding behavior, abstinence from drugs and alcohol, substance use disorder treatment, mental health treatment, MRT and no contact provisions. Often post-charging diversion programs result in dismissal or reduction in charges. This puts the success in the hands of the defendant and ensures that the violator take accountability for their actions, both good and bad.

Some jurisdictions use pre-charging diversions. These programs vary widely but can be a great benefit to individuals. Some are directed towards specific offenses, while others focus on certain demographics. Ms. Stock, while at the City of Seattle Prosecutor's Office, was part of the LEAD (Law Enforcement Assisted Diversion) program. LEAD had a prefiling component attached to filed cases in its municipal court. Mr. Krepps has been involved in the development of the Lynnwood LEAD program. Ms. Stock and Mr. Leeper are currently involved in the creation of Island County's Recovery Navigator Program.

7. OUR BELIEF ON THE ROLE OF THE PROSECUTOR AND RELATIONSHIPS WITH THE COURT, POLICE DEPARTMENT, VICTIMS, WITNESSES, AND COMMUNITY

Due Process is the concept of fundamental fairness, and it requires prosecutors to protect the rights of victims, witnesses, law enforcement officers, the community, and the accused. Prosecutors are ministers of justice, fairness, and equity. For most people, contact with the Municipal Court may be their first and only exposure to the judicial system. That contact may come in the form of a traffic or parking infraction, as a witness to or a victim of a crime or as a member of a jury panel.

A prosecutor plays a critical role in promoting due process. The prosecutor is the citizen's advocate to ensure that all procedures required by law and court rules are followed. Through education and the highest levels of professionalism and ethical conduct, the prosecutor is in a unique position to foster the citizen's trust in the fundamental fairness of the justice system. This trust should never be taken lightly.

Perhaps the most important component in these relationships is communication. One of the first rules a prosecutor is taught at ZSK is that to be a successful and effective prosecutor, one must learn to be responsive and timely in their communication. ZSK firmly believes that a prosecutor who fails to communicate fails the community that they serve. A prosecutor's obligation to communicate is not limited to communicating with the court. A prosecutor must be responsive to defense counsel, victims, witnesses, police officers, and citizens of the community they serve. At ZSK, we make it a priority to return all phone calls and emails in a timely fashion (within 24-48 hours or sooner depending upon urgency). By prioritizing communication our prosecutors are much more effective at resolving cases in a timely fashion. Likewise, being unresponsive in communication has the dangerous potential for creating needless delays and

ineffective or unjust results. At ZSK, we pride ourselves on our communication skills. We have built a trust among our peers. We strive to ensure timely communication, regardless of City size, the prosecutor and supervising attorney are both included in emails that are sent to witnesses/victims, defense counsel and officers. This method prevents important communication from being missed or ignored. Working in tandem has shown to be a successful method of communication which has built trust and confidence the cities we serve that communication is important and received.

The relationship between prosecutor and Police Department is essential to the efficient and diligent prosecution of criminal activity. At ZSK, we see that relationship as integral and make every effort to make it a team-like relationship. Law enforcement and the prosecutor's office should have similar goals and require a cohesive team to be successful. Availability to respond to inquiries of officers in the field immediately over the years has been a strong point of our firm. Partners are available at all hours to respond to questions from the field or attend on sight for trainings, meetings, or assisting in investigations. This method has proven valuable to successful prosecution. Administrative questions from the police are addressed in a timely manner. We provide regular legal training and update program to the police. Our firm has long-standing relationships with the police departments we serve. Attorneys are encouraged to have as much face-to-face interaction with officers, police staff, and command staff as possible.

Communication with the court staff is important to maintain a smooth and consistent calendar performance. Without this, the judicial system would quickly disintegrate into chaos. We maintain a congruent and operative relationship with the Court in which we appear. We have proposed and accomplished changes to court processes and scheduling which have greatly benefited all parties.

We respond regularly to victims and witnesses in updating them as to the status of cases, pursuing restitution on their behalf, and assisting them in navigating the criminal justice system, as well as helping them find services they need after being affected by a violator's criminal act. Contact with the community in general is an important feature of our office. Though we must restrict dispensing legal advice to citizens, which includes victims or witnesses, we engage with the community through different interactions. Ms. Stock has been a guest lecturers/professors at Seattle University School of Law, a presenter at the Seattle University Domestic Violence Symposium, and Chair of Seattle University School of Law CLE Working with Interpreters and Clients: Translating Between Culture and the Courtroom. We assist in training at the Lynnwood, Mill Creek, Monroe, and Lake Stevens Citizens Academy and would extend the same service if requested. In addition, Mr. Zachor, Ms. Stock and Mr. Krepps present at town hall, safety commission meetings, and city council meetings in all our jurisdictions.

8. OUR PHILOSOPHY TOWARDS PRO SE DEFENDANTS

While a person charged with a crime has a right to an attorney under the United States Constitution, there is likewise a right for a person to represent themselves. Our firm, when dealing with a pro se defendant, strives to encourage that person to first obtain legal counsel to represent them. The firm strives to treat a pro se defendant fairly but also holds them to the standard required by the court. We maintain our ethical duties as a prosecutor which prohibits us from providing legal advice. The rights of a represented defendant and a pro se defendant are identical. However, there are significant pitfalls that a pro se defendant faces. The criminal justice system is adversarial by nature. Prosecutors and Defense Attorneys have extensive training and experience which gives them knowledge and skill to present or defend a case. Save a few exceptions, pro se defendant do not have this knowledge. While a pro se defendant is our “adversary” in the case, it is imperative that we ensure that they are making a freely, knowing, and voluntary decision to represent themselves, including guilty pleas and a jury trial. We ensure a “waiver of counsel” form has been reviewed with the judge and that the defendant is aware of their rights and risks of being pro se. Likewise, when dealing with a pro se defendant, our office takes great care in discharging the duty to victims, witnesses, and involved citizens to the best of our ability.

9. OUR CLIENTS

We currently hold prosecution services contracts for the Cities Arlington, Edmonds, Lake Stevens, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace (interim), Oak Harbor, Sultan, and the Town of Woodway.

10. OUR AFFILIATIONS OR CLIENTS THAT COULD CAUSE A CONFLICT OF INTEREST WITH THE CITY OF SEDRO-WOOLLEY

There are no such affiliations which have in the past presented a conflict with the City of Sedro-Woolley and we do not anticipate any future conflicts to arise.

11. PENDING LITIGATION, JUDGMENTS AGAINST OUR ATTORNEYS, PENDING COMPLAINTS TO THE WSBA

There is no pending litigation or judgment against the firm or attorney. There are no pending complaints with the Washington State Bar Association. No firm member has any pending criminal cases against them, nor any past criminal convictions.

12. PROPOSED COMPENSATION STRUCTURE FOR SERVICES RENDERED

- A. Our proposed contract term is a three-year contract with an option to renew the contract for two additional three-year periods.
- B. Our proposed Contract Rate is \$8,500.00 per month for Base Prosecution Services, for such duties set forth in the City proposal of services. The proposed contract rate includes representing the City on Extreme Risk Protection Orders.
- C. Hourly Rate of per hour for Specialty Services:
 - C.1 Appeals filed at the Superior Court (\$150.00 per hour)
 - C.2 Appeals filed at the Court of Appeals (\$300.00 per hour).
 - C.3 Appeals filed at the Supreme Court (\$300.00 per hour).
 - C.4 Cases filed at the District Courts that are not criminal gross misdemeanors or misdemeanors (examples include forfeiture cases removed to District Court) (\$250.00 per hour).
 - C.5 Such other activities or appearances, not accounted for above (such as review and re-write of city criminal/traffic/animal/parking codes), which are agreed to by the City of Sedro-Woolley and Zachor, Stock & Krepps (fee to be negotiated).
- D. Expenses and Costs:
 - D.1 The City of Sedro-Woolley shall reimburse the Zachor, Stock & Krepps for any reasonable out-of-pocket expenses that may be required, in excess of the standard scope of services (appellate filing fees, etc.) in the performance of its duties as Prosecuting Attorney.
 - D.2 Expenses of witnesses, expert witnesses, transcripts and transcriptions services, and interpreters, as may be required from time to time, shall be the sole responsibility of the City.
 - D.2 Cost of living increase annually of 4%.

13. THREE PROFESSIONAL REFERENCES

1. Chief Jonathan Ventura
City of Arlington Chief of Police
110 E. 3rd St,
Arlington, WA 98223
360-403-3400
jventura@arlingtonwa.gov
2. The Honorable Valerie Bouffiou
Lynnwood Municipal Court
19321 44th Ave W
Lynnwood, WA 98036
425-241-0901
3. Phillip Su (Private Defense Attorney)
Puget Law Group, PLLC - Partner
14205 SE 36th St, Ste 100
Bellevue, WA 98006
425-227-7729

Additional References can be provided upon request

FREQUENTLY ASKED QUESTIONS

We have hereafter tried to answer some of the “often asked questions” of our firm in relation to our municipal court prosecution. If there are any other questions regarding our operations, policies, or any matters before the selection process, we look forward to responding.

As Prosecutor how will you handle subpoenas, discovery, and related public disclosure requests?

We have a database system called Prosecutor by Karpel (PBK). PBK is a leading software solution for criminal prosecution, serving over 300 agencies across 27 states. PBK is Criminal Justice Information System (CJIS) compliant. It allows our office to maintain a completely digital case file and fully digital record retention. Features of PBK allow us to send discovery electronically via secure e-mail. Additional features allow us to provide greater outreach to victims of crimes and more complete case files (integrations with voicemail, e-mail, photos, videos, and file documents). PBK also permits our office to quickly and timely respond to public records requests when needed.

The use of PBK creates an efficient discovery process and an exchange of information between the police department, our office, and defense counsels. PBK is currently serving the following Washington jurisdictions: Chelan County, City of Kelso, Columbia County, Cowlitz County, Douglas County, Franklin County, Grant County, Grays Harbor County, Island County, King County, Klickitat County, Mason County, Yakama Nation Prosecutor, Pacific County, San Juan County, Stevens County, Walla Walla County.

ZSK has its own SharePoint website that is CJIS and FAPS compliant. This SharePoint site permits our police departments to upload police reports and digital evidence (photos and videos) electronically and securely, thereby eliminating the costly and time-consuming process of printing police reports and supplementals, and also burning videos/photos to a CD. Our office also has our own “prosecutor” accounts with AXON and Motorola for easy access to body worn and patrol vehicle camera footage.

We currently have a regular process for the requesting and issuance of discovery; the issuance of subpoenas; the ordering of CCDRs from the Department of Licensing; the ordering of NCIC III, photos, and videos from the police departments; the ordering of 911 tapes from Snohomish County 911; PBK ensures that evidence is stored on a digital case file.

What level of availability would you have to staff during both working and off-hours?

Our office is located at The Lynnwood Corporate Center, 19401 40th Ave W, Lynnwood, WA 98036. Our office hours are Monday through Friday, 8:30am to 5:00pm. We have ten full time attorneys located in the office, as well as support staff. Each employee has their own dedicated phone line, work cell phone, desktop computer or laptop/”Surface” with full legal research capabilities and access to the Judicial Access Browser System (JABS). The partners/supervising attorneys are on call twenty-four (24) hours a day-seven (7) days a week (including major holidays such as Thanksgiving and Christmas). A special business card is provided to the police department, with cell phone numbers of the supervising attorneys for necessary late-hour needs.

Attorneys at Law
James M. Zachor, Attorney
Yelena I. Stock, Attorney
Chad W. Krepps, Attorney
Jeffrey D. Leeper, Attorney
Dane Z. French, Attorney
Corey A. Rogers, Attorney
Yi Xue, Attorney
Rebecca L. Shumar, Attorney
Francis N. Ventura, Attorney

Legal Assistants
Erin M. Ortega
Huda Al-Ghazali
Jordan Locket

Case Coordinator
Kiera Randal

Zachor, Stock & Krepps, Inc., P.S.
Prosecuting Attorneys
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Arlington
Burlington
Lake Stevens
Lynnwood
Mill Creek
Monroe
Mountlake Terrace
Mukilteo
Oak Harbor
Sedro-Woolley
Sultan
Woodway

August 30, 2024

To: City of Sedro-Woolley

RE: Requested Increase in Contract Rate

Dear Mr. Bush,

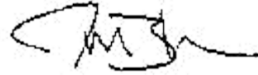
The purpose of this letter is for Zachor, Stock and Krepps, Inc. (ZSK), P.S. to notify the city of Sedro-Woolley, that due to the increased costs of prosecution, a comparative analysis of salaries for local and regional prosecutor's offices, and a desire to continue representing the city, we are seeking to re-negotiate the current contract rate. We did not make this decision lightly. This is an unprecedented request compelled by unprecedented economic factors.

The City expects, and deserves, the highest level of prosecution services. For ZSK to maintain that level of service, we must make market adjustments that reflect the increased cost of prosecution services across the county and state. This market adjustment permits ZSK to remain competitive in recruiting and retaining the best and brightest in our field to represent your City. For example, based on conversations with the Snohomish County Prosecutor's Union President and the Chief Criminal Deputy, it is expected that the new Snohomish County Prosecutor's Office CBA will likely be approved by the County Counsel next month which will increase the salary for its entry level prosecutors (zero experience) from approximately \$72,000 per year (not including benefits etc.) to \$88,850.52 for the year 2024, with an increase to approximately \$92,226.84 beginning January 1, 2025. This puts Snohomish County in the middle of the pay range for County Prosecutors across the state.

This increase is significant, and a reflection of the times as many counties pay new attorneys significantly higher than this due to current market and salary trends, some include up to \$20k signing bonuses. We offer a scaled and personalized service to our Cities and strive to maximize efficiencies whenever possible. ZSK desires to continue the long and cherished relationship between our firm and the City. To maintain our experienced staff to represent the City of Sedro-Woolley with as little interruption of service as possible we wish to open a dialogue to address the needs of the City, and how our firm can maintain its unique position to serve those needs. As such, we are requesting to renegotiate our contract rate and propose an increase from \$ 8,840.00 to \$ 9,575.00 per month effective January 1, 2025. This increase represents an overall increase in the base monthly rate of 8.3% (4.3% above the agreed upon 4% increase) from the

proposed rate for calendar year 2025. While unexpected, we hope this letter finds you well and welcome further discussion and negotiation.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Zachor', with a stylized flourish at the end.

James M. Zachor

President

Zachor, Stock & Krepps, Inc., P.S.