



Next Ord: 2095-24
Next Res: 1157-24

CITY COUNCIL AGENDA

December 11, 2024

6:00 PM

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

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

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

- 1. Check Register - Regular
- 2. 2024 Budget Correction - Ordinance 2094-24
- 3. Amending Sedro-Woolley Municipal Code Section 2.02.010 "Salary" - Ordinance No. 2079-24
- 4. Sole Source Storm Water Pump from FLYT - Resolution 1153-24
- 5. Contract Amendment - Epic Land Solutions Inc. - Cascade Trail Phase 2A
- 6. Contract No. 25-018 - King County/Boulder Park Inc. - Biosolids Beneficial Use Service
- 7. State Legislative Agenda

- f. Introduction of Special Guests and Presentation**

- 1. Josh Pelonio Skagit County EMS - Life Saver Award to Officer Seth Bass

- g. City Administrator Report**

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

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

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.' until 4:30pm the day before the meeting.

- k. Public Hearing(s)**

1. Amendments to Chapter 17.100 "Accessory Dwelling Units (ADUs)" SWMC - Ordinance 2083-24 - Action Requested

l. Unfinished Business

1. 2025 Master Fee Schedule - Resolution 1155-24 - 2nd Read
2. Interlocal Agreement - Fire District 8 - Renewal

m. New Business

1. Amendments to Chapters 12.40 and 17.50 SWMC - Ordinance No. 2093-24 - Street Tree Regulations - 1st Read
2. 2025 Council Calendar

n. Information Only Items

1. Monthly Permit Report
2. Public Works Director Signing Authority Record

o. Executive Session

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

p. Adjournment

q. Closed Session

1. To Discuss A Collective Bargaining Agreement

Next City Council Meeting - To Be Determined

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:

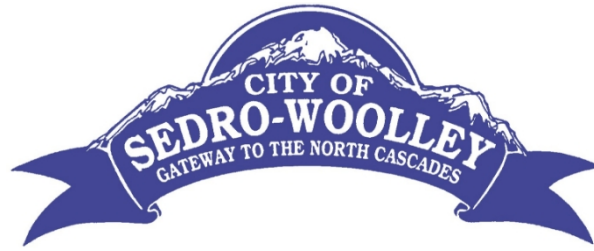
<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2xVDIUQT09>

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: December 11, 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 #203378 through #203445, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61302 through #61310.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$224,792.36

Surcharges totaling \$36,059.20

Payroll totaling \$398,377.13

ATTACHMENTS:

1. 2024-12-11 Check Register
2. 11_Nov2024_SerCharge

CHECK REGISTER

City Of Sedro-Woolley

Time: 07:37:52 Date: 12/04/2024

12/11/2024 To: 12/11/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
12368	12/11/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					401 - 535 80 47 000 - Public Utilities	83.10	
12369	12/11/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					401 - 535 80 47 000 - Public Utilities	83.10	
12370	12/11/2024	Claims	2	EFT	Comcast Holdings Corp	674.43	
					001 - 518 80 42 021 - Internet Services	674.43	
12371	12/11/2024	Claims	2	EFT	Comcast Holdings Corp	71.95	
					101 - 576 80 47 020 - Senior Center	71.95	
12372	12/11/2024	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
					001 - 514 23 45 000 - Operating Rentals/Leases	235.56	
					001 - 521 20 42 010 - Postage	235.56	
					001 - 522 20 42 010 - Postage	235.56	
					001 - 524 20 42 000 - Postage		
					001 - 524 20 42 000 - Postage	78.53	
					001 - 558 60 42 010 - Postage	78.53	
					001 - 595 10 42 000 - Postage	78.53	
12373	12/11/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	2,944.09	
					001 - 513 10 42 020 - Telephone	196.74	
					001 - 514 23 42 020 - Telephone	84.50	
					001 - 518 80 42 020 - Telephone	84.50	
					001 - 521 20 42 020 - Telephone	861.67	
					001 - 524 20 42 020 - Telephone	124.51	
					401 - 535 80 42 030 - Cell Phones	452.62	
					102 - 536 20 42 020 - Telephone	15.08	
					412 - 537 80 42 025 - Cell Phones	295.75	
					103 - 542 30 42 020 - Telephone	233.99	
					001 - 558 60 42 020 - Telephone	42.25	
					101 - 576 80 42 020 - Telephone	343.47	
					001 - 595 10 42 025 - Cell Phones	209.01	
12374	12/11/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	967.24	
					001 - 521 20 42 020 - Telephone	880.50	
					001 - 522 20 42 020 - Telephone	46.73	
					101 - 576 80 42 020 - Telephone	40.01	
12375	12/11/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	236.30	
					001 - 518 80 42 021 - Internet Services	236.30	
12376	12/11/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	459.99	
					401 - 535 80 42 020 - Telephone	459.99	
12377	12/11/2024	Claims	2	203378	AWC	600.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	85.74	
					412 - 537 80 49 015 - Training	171.42	
					103 - 542 30 49 040 - CDL Endorcement Fees	171.42	
					101 - 576 80 49 000 - Misc-Tuition/Registration	85.71	
					001 - 595 10 49 010 - Tuition/Registration	85.71	
12378	12/11/2024	Claims	2	203379	Aaron Logue	675.00	
					412 - 537 80 41 000 - Professional Services	675.00	Recycle Flyers
12379	12/11/2024	Claims	2	203380	Ackermann Electric Co.	2,728.91	
					401 - 594 35 64 401 - Machinery & Equip	2,728.91	
12380	12/11/2024	Claims	2	203381	Am Test, Inc	70.00	
					401 - 535 80 41 000 - Professional Services	70.00	
12381	12/11/2024	Claims	2	203382	Amazon Capital Svcs, Inc	1,463.08	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 514 23 31 000 - Supplies			-47.77	
			001 - 514 23 31 000 - Supplies			173.72	
			001 - 517 90 43 001 - Employee Recognition			25.94	
			001 - 518 80 31 000 - Office/Operating Supplies			115.10	
			001 - 521 20 31 002 - Office/Operating Supplies			38.63	
			001 - 521 20 31 002 - Office/Operating Supplies			118.57	
			001 - 521 20 31 002 - Office/Operating Supplies			343.67	
			001 - 521 20 31 002 - Office/Operating Supplies			181.85	
			001 - 522 20 31 000 - Operating Supplies			6.83	
			001 - 522 20 31 000 - Operating Supplies			125.96	
			001 - 522 20 31 010 - Office Supplies			20.08	
			001 - 522 45 31 000 - Supplies & Books			27.57	
			001 - 524 20 31 000 - Off/Oper Supps & Books			110.97	
			001 - 558 60 31 000 - Supplies/Books			110.98	
			001 - 595 10 31 000 - Supplies			110.98	
12382	12/11/2024	Claims	2	203383	Barnhart Crane & Rigging LLC	1,281.48	
			101 - 576 80 45 001 - Equipment Rental			1,281.48	
12383	12/11/2024	Claims	2	203384	Bio Bug Northwest, Inc	97.74	
			101 - 576 80 48 016 - City Hall			97.74	
12384	12/11/2024	Claims	2	203385	Bonner Electrical Contracting LLC	4,661.74	
			101 - 576 80 48 016 - City Hall			4,661.74	
12385	12/11/2024	Claims	2	203386	Jana R. Bouzek	330.00	
			001 - 521 20 41 001 - Professional Services			330.00	
12386	12/11/2024	Claims	2	203387	Monique Brigham	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
12387	12/11/2024	Claims	2	203388	C.Hlth130, dba Cardinal Health 112 LLC	26.78	
			001 - 522 21 31 000 - Operating Supplies - Medical			26.78	
12388	12/11/2024	Claims	2	203389	Cities Insurance Assoc	1,000.00	
			001 - 514 23 46 000 - Insurance & Bonds			1,000.00	
12389	12/11/2024	Claims	2	203390	Cory Starkovich, dba	120.00	
			501 - 594 21 64 501 - Equip & Vehicles - Police			120.00	
12390	12/11/2024	Claims	2	203391	Cowling & Co. LLC	4,343.50	
			101 - 594 76 63 025 - Olmsted Park			1,967.40	
			101 - 594 76 63 025 - Olmsted Park			2,376.10	
12391	12/11/2024	Claims	2	203392	Day Mgmt Corp, dba	3,699.44	
			425 - 531 50 31 000 - Operating Supplies			3,699.44	
12392	12/11/2024	Claims	2	203393	E & E Lumber, Inc.	433.39	
			401 - 535 80 35 000 - Small Tools & Minor Equip			26.05	
			412 - 537 80 31 000 - Operating Supplies			21.87	
			103 - 542 30 31 000 - Operating Supplies			11.25	
			103 - 542 30 31 000 - Operating Supplies			18.72	
			103 - 542 30 31 000 - Operating Supplies			30.01	
			103 - 542 30 31 000 - Operating Supplies			12.97	
			103 - 542 30 35 010 - Safety Equipment			39.76	
			101 - 576 80 31 001 - Operating Sup - Riverfront			166.59	
			101 - 576 80 31 001 - Operating Sup - Riverfront			8.33	
			101 - 576 80 31 001 - Operating Sup - Riverfront			41.90	
			101 - 576 80 31 007 - Operating Sup - Library			26.05	
			101 - 576 80 31 007 - Operating Sup - Library			29.89	
12393	12/11/2024	Claims	2	203394	Edge Analytical Inc	307.00	
			401 - 535 80 41 000 - Professional Services			96.00	
			401 - 535 80 41 000 - Professional Services			211.00	

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12394	12/11/2024	Claims	2	203395	Ferguson US Holdings, Inc	193.44	
					101 - 576 80 48 013 - Tesarik Park	193.44	
12395	12/11/2024	Claims	2	203396	FirstNET/AT&T Mobility	671.74	
					001 - 522 20 42 020 - Telephone	671.74	
12396	12/11/2024	Claims	2	203397	Galls Parent Holdings, LLC	1,648.03	
					001 - 522 20 26 000 - Uniforms	270.76	
					001 - 522 20 26 000 - Uniforms	570.15	
					001 - 522 20 26 000 - Uniforms	706.23	
					001 - 522 20 26 000 - Uniforms	100.89	
12397	12/11/2024	Claims	2	203398	General Code	159.65	
					001 - 511 60 31 001 - Legal Publications	159.65	
12398	12/11/2024	Claims	2	203399	Guardian Security Systems, Inc.	392.04	
					001 - 521 20 41 001 - Professional Services	35.84	
					001 - 522 50 49 050 - Fire/Theft Protection	48.87	
					401 - 535 50 48 000 - Maintenance Contracts	10.86	
					101 - 576 80 41 010 - Alarm Monitoring	296.47	
12399	12/11/2024	Claims	2	203400	Raul Hernandez	1,000.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	1,000.00	
12400	12/11/2024	Claims	2	203401	IIA Lifting Services, Inc	1,419.60	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,419.60	
12401	12/11/2024	Claims	2	203402	Intoximeters Inc	1,122.92	
					109 - 594 21 64 109 - Equipment	1,122.92	
12402	12/11/2024	Claims	2	203403	Janicki Industries	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
12403	12/11/2024	Claims	2	203404	John Piazza Jr Constr & Remodeling	1,200.00	
					001 - 522 50 48 020 - Repair/Maint-Garage	1,200.00	
12404	12/11/2024	Claims	2	203405	Alan F Jongsma	5,553.00	
					001 - 524 20 41 000 - Professional Services	5,553.00	
12405	12/11/2024	Claims	2	203406	Judd & Black Electric, Inc	4,042.84	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	4,042.84	
12406	12/11/2024	Claims	2	203407	L N Curtis & Sons	268.82	
					001 - 521 20 26 000 - Uniforms/Accessories	268.82	
12407	12/11/2024	Claims	2	203408	Lauts Inc dba Lautenbach Industries	2,150.00	
					412 - 537 60 47 015 - Construction Demolition Land I	562.50	Wreckin Ball
					412 - 537 60 47 015 - Construction Demolition Land I	371.25	336 Sterling
					412 - 537 60 47 015 - Construction Demolition Land I	1,216.25	Byk brickyard park, trail
12408	12/11/2024	Claims	2	203409	Law Enforcement Targets Inc	1,099.13	
					109 - 594 21 64 109 - Equipment	1,099.13	
12409	12/11/2024	Claims	2	203410	Les Schwab Tire Center	419.01	
					401 - 535 50 48 040 - Maintenance Of Vehicles	293.94	Unit 402
					412 - 537 50 48 000 - Repairs/maint-equip	125.07	Unit 511 & 522 tire repair
12410	12/11/2024	Claims	2	203411	Loggers & Contractors	90.83	
					103 - 542 30 31 000 - Operating Supplies	90.83	
12411	12/11/2024	Claims	2	203412	Materials Testing &	7,315.00	
					103 - 595 30 63 020 - Resurfacing Projects	2,338.50	
					104 - 595 62 63 077 - Const - Sch A 2024 Pvt & Ped	2,638.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			104 - 595 62 63 078		- Const - Sch B 2024 Pvt & Ped	2,338.50	
12412	12/11/2024	Claims	2	203413	McLoughlin & Eardley Corp	9,531.77	
			501 - 594 21 64 501		- Equip & Vehicles - Police	9,531.77	
12413	12/11/2024	Claims	2	203414	Mountain Law, PLLC	260.00	
			001 - 515 93 41 003		- Indigent Defense Translator	260.00	
12414	12/11/2024	Claims	2	203415	Walter E Nelson Co. of N. WA	110.28	
			101 - 576 80 31 005		- Operating Sup - Senior Ctr	110.28	
12415	12/11/2024	Claims	2	203416	North Hill Resources Inc	158.75	
			412 - 537 60 47 000		- Solid Waste Disposal	158.75	Wreckin Ball
12416	12/11/2024	Claims	2	203417	Oliver-Hammer, Inc	390.92	
			103 - 542 30 35 000		- Small Tools/Minor Equip	195.46	
			001 - 595 10 31 000		- Supplies	195.46	
12417	12/11/2024	Claims	2	203418	PNW Emergency Equip. Co.	7,540.00	
			501 - 594 22 64 501		- Vehicles - Fire	7,540.00	
12418	12/11/2024	Claims	2	203419	Pace Engineers, Inc	121.50	
			401 - 594 35 63 000		- Engineering Services	121.50	
12419	12/11/2024	Claims	2	203420	Pacific Landscape Architecture LLC	1,461.25	
			101 - 594 76 63 014		- Memorial Park	1,461.25	
12420	12/11/2024	Claims	2	203421	Proforce Marketing, Inc	1,712.19	
			109 - 594 21 64 109		- Equipment	1,712.19	
12421	12/11/2024	Claims	2	203422	LEPS-PSS PLLC dba Public Safety Psych	160.00	
			001 - 521 20 41 001		- Professional Services	160.00	
12422	12/11/2024	Claims	2	203423	Puget Sound Energy, Inc.	36,988.60	
			001 - 521 20 47 000		- Public Utilities	183.14	
			001 - 521 20 47 000		- Public Utilities	38.68	
			001 - 522 50 47 000		- Public Utilities	759.91	
			425 - 531 50 47 000		- Public Utilities	34.82	
			425 - 531 50 47 000		- Public Utilities	187.04	
			401 - 535 80 47 000		- Public Utilities	82.83	
			401 - 535 80 47 000		- Public Utilities	14,934.80	
			401 - 535 80 47 000		- Public Utilities	143.22	
			401 - 535 80 47 000		- Public Utilities	417.11	
			401 - 535 80 47 000		- Public Utilities	132.53	
			401 - 535 80 47 000		- Public Utilities	79.51	
			401 - 535 80 47 000		- Public Utilities	281.46	
			401 - 535 80 47 000		- Public Utilities	176.24	
			401 - 535 80 47 000		- Public Utilities	736.83	
			401 - 535 80 47 000		- Public Utilities	162.40	
			401 - 535 80 47 000		- Public Utilities	283.74	
			102 - 536 20 47 000		- Public Utilities	70.97	
			412 - 537 80 47 000		- Public Utilities	155.90	
			103 - 542 63 47 000		- Public Utilities	12,064.18	
			103 - 542 63 47 000		- Public Utilities	110.32	
			103 - 542 63 47 000		- Public Utilities	95.92	
			104 - 559 30 01 105		- Utility Payment on Redevelopr	78.38	
			101 - 576 80 47 000		- Riverfront	344.26	
			101 - 576 80 47 000		- Riverfront	277.76	
			101 - 576 80 47 000		- Riverfront	10.87	
			101 - 576 80 47 000		- Riverfront	13.03	
			101 - 576 80 47 010		- Community Center	402.97	
			101 - 576 80 47 020		- Senior Center	442.77	
			101 - 576 80 47 030		- Museum Apartments	79.20	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 030 - Museum Apartments			29.53	
			101 - 576 80 47 040 - Train			17.21	
			101 - 576 80 47 050 - Hammer Square			159.78	
			101 - 576 80 47 051 - Bingham / Memorial			102.41	
			101 - 576 80 47 051 - Bingham / Memorial			266.00	
			101 - 576 80 47 052 - Bingham Caretaker			88.13	
			101 - 576 80 47 052 - Bingham Caretaker			183.70	
			101 - 576 80 47 053 - Other Utilities			28.45	
			101 - 576 80 47 053 - Other Utilities			10.87	
			101 - 576 80 47 070 - City Hall			3,259.52	
			104 - 595 20 63 082 - RW Trail Road Extension			62.21	
12423	12/11/2024	Claims	2	203424	RH2 Engineering Inc	13,716.90	
			401 - 594 35 63 000 - Engineering Services			13,716.90	
12424	12/11/2024	Claims	2	203425	Red's Mobile 24-Hour Truck & Equip Repai	2,072.07	
			412 - 537 50 48 000 - Repairs/maint-equip			686.73	Unit 526
			412 - 537 50 48 000 - Repairs/maint-equip			977.12	Unit 522
			412 - 537 50 48 000 - Repairs/maint-equip			408.22	Unit 521
12425	12/11/2024	Claims	2	203426	Colleen Rhay, dba Rhay Design, LLC	2,968.75	
			001 - 513 10 41 000 - Professional Services-Other			2,968.75	
12426	12/11/2024	Claims	2	203427	Rick's Refrigeration Inc	272.00	
			412 - 537 60 47 011 - Site Recycling Disposal			272.00	Site Recycle Fridges
12427	12/11/2024	Claims	2	203428	Ricoh USA, Inc	57.24	
			425 - 531 50 31 000 - Operating Supplies			57.24	
12428	12/11/2024	Claims	2	203429	SBA Structures, LLC	639.75	
			001 - 591 28 70 001 - Lease + Subscription IT (SBITA)			319.88	
			401 - 591 28 70 401 - Leases + Subscription IT (SBITA)			319.87	
12429	12/11/2024	Claims	2	203430	Sea-Western, Inc.	1,167.28	
			001 - 522 20 26 000 - Uniforms			-390.96	
			501 - 594 22 64 501 - Vehicles - Fire			1,558.24	
12430	12/11/2024	Claims	2	203431	Sedro-Woolley Auto Parts Inc	382.33	
			401 - 535 80 35 000 - Small Tools & Minor Equip			6.26	
			103 - 542 30 31 000 - Operating Supplies			21.70	
			103 - 542 30 31 000 - Operating Supplies			9.44	
			103 - 542 30 31 000 - Operating Supplies			15.43	
			103 - 542 30 31 000 - Operating Supplies			154.33	
			103 - 542 30 35 000 - Small Tools/Minor Equip			51.65	
			101 - 576 80 35 000 - Small Tools & Minor Equip			15.54	
			101 - 576 80 48 021 - Equipment			131.87	
			101 - 576 80 48 021 - Equipment			-23.89	
12431	12/11/2024	Claims	2	203432	M.T. Gehring dba Sedro-Woolley Auto	739.23	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			739.23	
12432	12/11/2024	Claims	2	203433	Skagit Cnty Public Health	950.45	
			001 - 566 00 41 000 - Skagit Co Public Health-2% Liq			950.45	
12433	12/11/2024	Claims	2	203434	Skagit Cnty Treasurer	70,475.07	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			70,475.07	
12434	12/11/2024	Claims	2	203435	Skagit Farmers Supply	121.05	
			501 - 548 30 31 000 - Operating Supplies			50.92	
			101 - 576 80 31 001 - Operating Sup - Riverfront			70.13	
12435	12/11/2024	Claims	2	203436	PNG Media LLC, dba Skagit Publishing	613.32	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 511 60 31 001 - Legal Publications			96.84	
			001 - 511 60 31 001 - Legal Publications			69.94	
			001 - 511 60 31 001 - Legal Publications			80.70	
			001 - 558 60 41 010 - Advertising			145.26	
			001 - 558 60 41 010 - Advertising			139.88	
			001 - 558 60 41 010 - Advertising			80.70	
12436	12/11/2024	Claims	2	203437	Smith Mechanical	390.96	
			101 - 576 80 48 004 - Community Center			390.96	
12437	12/11/2024	Claims	2	203438	Angela Smith	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
12438	12/11/2024	Claims	2	203439	Staples, Inc.	266.59	
			401 - 535 80 31 000 - Office Supplies			266.59	
12439	12/11/2024	Claims	2	203440	The Local Shop	95.84	00 1080 00 - 108 WOODWORTH
			425 - 343 10 00 000 - Stormwater Fees			-13.08	
			425 - 343 10 00 010 - Utility Tax Collected			-1.37	
			401 - 343 50 00 000 - Sewer Service Charges			-73.66	
			401 - 343 50 00 010 - Utility Tax Collected			-7.73	
12440	12/11/2024	Claims	2	203441	Transportation Solutions, Inc.	1,563.50	
			001 - 595 10 41 000 - Professional Services			1,563.50	
12441	12/11/2024	Claims	2	203442	Valvoline Instnt Oil Chg	54.71	
			001 - 521 20 48 010 - Repair & Maint - Auto			54.71	
12442	12/11/2024	Claims	2	203443	Woods Acquisition Corp	1,202.94	
			001 - 521 20 31 002 - Office/Operating Supplies			494.74	
			101 - 576 80 48 021 - Equipment			708.20	
12443	12/11/2024	Claims	2	203444	World Kinect Energy Services, dba	1,520.54	
			425 - 531 50 32 000 - Vehicle Fuel			93.83	
			412 - 537 80 32 000 - Auto Fuel/Diesel			1,426.71	
12444	12/11/2024	Claims	2	203445	Zachor, Stock & Krepps, Inc PS	8,840.00	
			001 - 515 41 41 001 - Ext Legal-Prosecutor			8,840.00	
			001 Current Expense Fund			39,348.95	
			101 Parks & Facilities Fund			22,469.07	
			102 Cemetery Fund			86.05	
			103 Street Fund			16,405.11	
			104 Arterial Street Fund			5,117.09	
			109 Special Investigation Fund			3,934.24	
			114 Law Enforcement Sales Tax			70,475.07	
			401 Sewer Operations Fund			36,544.49	
			412 Solid Waste Operations Fund			7,524.54	
			425 Stormwater Operations			4,086.82	
			501 Equipment Replacement Fund			18,800.93	
							Claims: 224,792.36
			* Transaction Has Mixed Revenue And Expense Accounts			224,792.36	

CHECK REGISTER

City Of Sedro-Woolley

Time: 07:37:52 Date: 12/04/2024

12/11/2024 To: 12/11/2024

Page: 7

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

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

_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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11/01/2024 To: 11/30/2024

Time: 15:55:28 Date: 12/04/2024

Page: 1

Page 12 of 218

TRANSACTION JOURNAL

City Of Sedro-Woolley

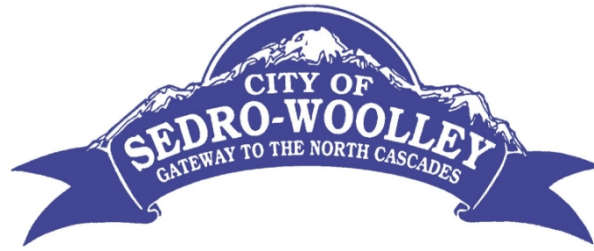
Time: 15:55:28 Date: 12/04/2024

11/01/2024 To: 11/30/2024

Page: 2

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
11964	11/18/2024	11/30/2024	1		Ser Chge	Investment purchase \$500,000 US Trea:	3,112.98	Investment purchase \$500,000 US Treasury Note CUSIP 91282CJA0 principal \$507,485.50, accrued interest \$3,112.98, total \$510,598.48.
					361 11 00 001 Investment Interest	001 Current Expense Fund	-3,112.98	
11968	11/18/2024	11/30/2024	1		Ser Chge	Investment purchase \$1,000,000 US Tre	21,024.59	Investment purchase \$1,000,000 US Treasury Note CUSIP 91282CKT7 4.2%. Principal \$1,012,250, interest \$21,024.59, total \$1,033,274.59.
					361 11 00 001 Investment Interest	001 Current Expense Fund	-21,024.59	
12235	11/30/2024		99		Ser Chge	Municipal Court	4,767.06	November 2024, total court disbursements.
					586 00 01 635 Court Disbursements	635 Custodial Fund	4,767.06	
					Records Printed: 12	Adjustments:	0.00	
						Beginning Balance:	0.00	
						Revenues:	0.00	
						Warrant Expenditures:	0.00	
						Non Warrant Expenditures:	36,059.20	
						Interfund Transfers:	0.00	
						Redemptions:	0.00	
						Deposits:	0.00	
						Withdrawals:	0.00	
						Stop Payments:	0.00	

Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense Fund	0.00	0.00	0.00	0.00	-22,185.67	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00	0.00	0.00	0.00	110.44	0.00	0.00	0.00
401 Sewer Operations Fund	0.00	0.00	0.00	0.00	3,394.81	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.00	1,697.42	0.00	0.00	0.00
635 Custodial Fund	0.00	0.00	0.00	0.00	4,767.06	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	-12,215.94	0.00	0.00	0.00



City Council Agenda Item

Agenda Item No.: e.2.

Date: December 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2024 Budget Correction - Ordinance 2094-24

RECOMMENDED ACTION:

Motion to approve Ordinance 2094-24 correcting the 2024 budget amendment 3.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The 2024 budget amendment 3 was approved by City Council on November 13, 2024.

There is no change to the total budget in this revision. This revision only corrects the blank Fund 002 and Fund 003 fields in Appendix A.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 24Budget_Correction#3_Ordinance2094-24

ORDINANCE NO. 2094-24

AN ORDINANCE AMENDING ORDINANCE 2089-24 AMENDING THE BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR FISCAL YEAR 2024.

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2024 budget.

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

Section 1. Year 2024 of the 2023-2024 Biennial Budget, adopted by Ordinance 2025-22, and passed by the City Council on November 22, 2022. The 2024 budget was amended by Ordinance 2066-24 on February 14, 2024, by Ordinance 2076-24 on June 12, 2024, and by Ordinance 2089-24 on November 13, 2024, is hereby further amended as set forth in this Ordinance.

Section 2. Estimated revenues and expenditures, including fund balance for each separate fund of the City of Sedro-Woolley, and aggregated totals for all such funds combined, for the 2024 are set forth in summary form below, and are hereby appropriated at the fund level as set forth in Appendix A.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 13th DAY OF NOVEMBER 2024.

ATTEST:

Julia Johnson, Mayor

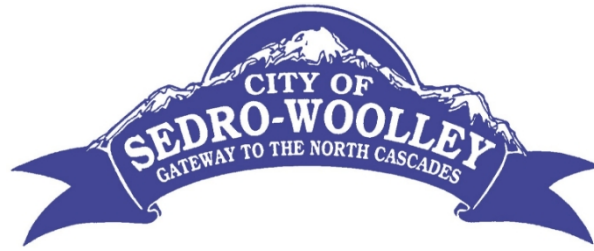
Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

APPENDIX A

Fund	Description	2024		
		Budgeted Revenues	Budgeted Expenditures	Excess (Deficit)
001	Current Expense Fund	14,409,977	14,614,523	(204,546)
002	Fire Reserve Fund	595,252	-	595,252
003	Special Projects Fund	1,150,920	239,000	911,920
101	Parks & Facilities Fund	3,333,579	3,333,188	391
102	Cemetery Fund	180,580	180,771	(191)
103	Street Fund	1,180,349	1,207,642	(27,293)
104	Arterial Street Fund	4,294,511	4,437,623	(143,112)
105	Library Fund	457,387	456,887	500
106	Cemetery Endowment	3,250	-	3,250
108	Lodging Tax Fund	45,620	50,650	(5,030)
109	Special Investigation Fund	7,650	13,000	(5,350)
112	Code Enforcement Fund	1,200	2,500	(1,300)
114	Law Enforcement Sales	730,000	730,000	-
115	City Council Strategic Reserve	350	101,000	(100,650)
116	Affordable Housing	14,500	35,389	(20,889)
117	Housing and Related Services	268,995	231,500	37,495
118	National Opioid	5,428	-	5,428
189	American Rescue Plan	-	1,440,248	(1,440,248)
205	2008 G/O Bond Fund	180,649	150,555	30,094
206	G/O Bond 2008 Reserve	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	352,000	499,524	(147,524)
302	2nd 1/4% Real Estate Excise Tax Fund	352,000	499,524	(147,524)
303	Building Maintenance Reserve	3,050	5,000	(1,950)
304	Transportation Benefit District	211,000	334,023	(123,023)
310	Police Mitigation Reserve Fund	8,300	-	8,300
311	Parks Impact Fee Reserve Fund	201,200	486,000	(284,800)
312	Fire Impact Fee Reserve Fund	40,550	-	40,550
314	Transportation Impact Fee Reserve Fund	62,000	328,134	(266,134)
401	Sewer Operations Fund	6,305,900	6,603,334	(297,434)
410	Sewer Capital Projects	683,900	2,005,130	(1,321,230)
412	Solid Waste Operations	3,811,200	3,802,615	8,585
413	Solid Waste Reserve Fund	127,000	100,000	27,000
425	Stormwater Operations	1,214,957	1,188,229	26,728
426	Stormwater Reserve Fund	250	60,000	(59,750)
501	Equipment Replacement Fund	1,895,956	2,810,000	(914,044)
505	Public Works Facility Fund	289,998	304,500	(14,502)
635	Municipal Court Trust	53,150.00	53,150.00	-
	Total	42,472,608.49	46,303,639.40	(3,831,030.91)



City Council Agenda Item

Agenda Item No.: e.3.

Date: December 11, 2024

From: Nikki Thompson, City Attorney

Subject: Amending Sedro-Woolley Municipal Code Section 2.02.010 “Salary” - Ordinance No. 2079-24

RECOMMENDED ACTION:

A motion to adopt Ordinance No. 2079-24 amending SWMC Section 2.02.010 “Salary”.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley Salary Commission was repealed by City Council via the adoption of Ordinance No. 2088-24 on November 13, 2024. SWMC Section 2.02.010 “Salary” refers to the Mayor’s salary being established by the Salary Commission. As the Salary Commission no longer exists, the Mayor’s salary will be set by ordinance pursuant to RCW 35A.12.070:

Compensation of elective officers—Expenses.

The salaries of the mayor and the councilmembers shall be fixed by ordinance and may be revised from time to time by ordinance, but any increase in the compensation attaching to an office shall not be applicable to the term then being served by the incumbent if such incumbent is a member of the city legislative body fixing his or her own compensation or as mayor in a mayor-council code city casts a tie-breaking vote relating to such ordinance: PROVIDED, That if the mayor of such a city does not cast such a vote, his or her salary may be increased during his or her term of office.

Until the first elective officers under this mayor-council plan of government may lawfully be paid the compensation provided by such salary ordinance, such officers shall be entitled to be compensated in the same manner and in the same amount as the compensation paid to officers of such city performing comparable services immediately prior to adoption of this mayor-council plan.

Until a salary ordinance can be passed and become effective as to elective officers of a newly incorporated code city, such first officers shall be entitled to compensation as follows: In cities having less than five thousand inhabitants, the mayor shall be entitled to a salary of one hundred and fifty dollars per calendar month and a councilmember shall be entitled to twenty dollars per meeting for not more than two meetings per month; in cities having more than five thousand but less than fifteen thousand inhabitants, the mayor shall be entitled to a salary of three hundred and

fifty dollars per calendar month and a councilmember shall be entitled to one hundred and fifty dollars per calendar month; in cities having more than fifteen thousand inhabitants, the mayor shall be entitled to a salary of twelve hundred and fifty dollars per calendar month and a councilmember shall be entitled to four hundred dollars per calendar month: PROVIDED, That such interim compensation shall remain in effect only until a salary ordinance is passed and becomes effective as to such officers, and the amounts herein provided shall not be construed as fixing the usual salary of such officers. The mayor and councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the council by ordinance may provide for a per diem allowance. Procedure for approval of claims for expenses shall be as provided by ordinance.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 04899Sedro - Ordinance No. 2079-24 Amending SWMC Sec 2.02.010 Salary

ORDINANCE NO. 2079-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING SECTION 2.02.010 “SALARY” OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, at the November 13, 2024 Sedro-Woolley City Council Meeting, City Council adopted Ordinance No. 2088-24, which repealed SWMC Chapter 2.41 “Salary Commission”; and,

WHEREAS, SWMC Section 2.02.010 “Salary” refers to the Mayor’s Salary being set by the Salary Commission, which no longer exists due to its repeal by Ordinance No. 2088-24; and,

WHEREAS; now that there is no Salary Commission, the Mayor’s Salary will be set in accordance with RCW 35A.12.070 ‘Compensation of elective officers—Expenses’;

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

Section One. Section 2.02.010 “Salary” of the Sedro-Woolley Municipal Code, last modified by Ord. 2003-22 § 1 (Exh. A) in 2022, is hereby amended to read as follows:

The salaries for the mayor shall be set by ordinance pursuant to RCW 35A.12.070~~as established by the salary commission as set forth in Chapter 2.41, Salary Commission.~~

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 11th day of December, 2024.

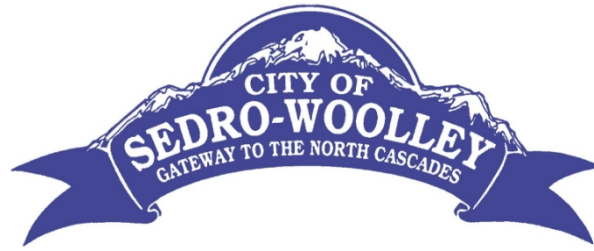
Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: e.4.

Date: December 11, 2024

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: Sole Source Storm Water Pump from FLYT - Resolution 1153-24

RECOMMENDED ACTION:

Authorize the Mayor to sign Resolution 1153-24 waiving competitive bidding requirements and purchase order 2024-PO-20 for the purchase of one FLYGT storm water pump for the McGarigle Road pump station.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The McGarigle Rd storm water pump station has two FLYGT pumps that are original to the pump station that originally went into service in 2010. Upon routine inspection of the pumps, staff found that the impellers on both of the pumps are worn down and are in need of being rebuilt. The staff propose purchasing one spare pump so that we can send the two older pumps in to be rebuilt so that we always have a spare pump for this station. The McGarigle Rd station is a critical station that has no bypass in the event of a pump failure. Having a spare pump in stock is vital to maintain reliability, redundancy and to protect public and private property.

FISCAL IMPACT, IF APPROPRIATE:

Funding to support this project is budgeted in the 2024 budget in Stormwater Fund 425.

ATTACHMENTS:

1. Res 1153-24 Sole Source WECI Flygt Pump
2. 2024-PO-20 WECI - Flygt Pump Purchase Order

RESOLUTION NO 1153-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY AUTHORIZING THE SOLE SOURCE PURCHASE OF ONE FLYGHT PUMP FROM WHITNEY EQUIPMENT COMPANY FOR THE CITY'S MCGARIGLE RD STORM WATER PUMP STATION AND WAIVING COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the Revised Code of Washington (RCW) Chapter 39.04.280(1)(a) authorizes waiver of competitive bidding where clearly and legitimately the source is limited to a single source; and

WHEREAS, the City of Sedro Woolley uses FLYGT pumps in its McGarigle Rd storm water pump station; and

WHEREAS, City staff recommends purchasing one Spare FLYGT pump for the purpose of redundancy, and reliability; and

WHEREAS, Whitney Equipment is the sole source Provider of FLYGT pumps in the State of Washington;

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

SECTION 1

Pursuant to RCW 39.04.280(1)(a) Whitney Equipment Company Inc is clearly and legitimately the single source supplier of FLYGT Equipment for the State of Washington and therefore the requirements of competitive bidding and public notice are hereby waived with reference to any contract

APPROVED AND ADOPTED this 11th day of December 2024.

APPROVED:

Julia Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Kelly Kohnken, City Clerk



Grant Stayberg
Channel Account Manager
Xylem Water Utilities
Flygt Products
318 W Charlton Ave
Spokane, WA 99208
Grant.Stayberg@xylem.com

April 11, 2024

Subject: Flygt Sole-Source Authorized Distributor

To Whom It May Concern

This letter is to inform you that

Whitney Equipment Company, Inc.
16120 Woodinville-Redmond Rd NE #3
Woodinville, WA 98072
(425) 486-9499

Whitney Equipment Company, Inc.
2501 SE Columbia Way, Suite 300
Vancouver, WA 98661
(360) 694-9175

is the exclusive factory authorized distributor of Flygt pumps and accessories for the Municipal and Industrial markets for the entire State of Washington and the Industrial market for the entire State of Oregon. WECI also has Municipal and Industrial markets for the following counties in northern Idaho; Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, New Perce, and Shoshone. WECI is the sole factory authorized service center for the above-mentioned territory employing factory trained mechanics that are capable of servicing all Flygt products manufactured by Xylem Water Solution.

We are confident Whitney Equipment Company will be able to provide expert advice in a professional manner for any of your pumping needs. Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

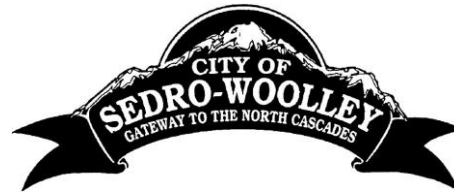
Sincerely,

Grant Stayberg

Grant Stayberg
Channel Account Manager

City of Sedro-Woolley

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



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

PURCHASE ORDER

P.O. NUMBER: 2024-PO-20

VENDOR:

Whitney Equipment Co Inc (WECI)
Brad Vande Vusse
16120 Woodinville Redmond Rd NE #3
Woodinville, WA 98072
Tel: 425-486-9499
Email: sales@weci.com

SHIP TO:

City of Sedro-Woolley
501 Alexander Street
Sedro-Woolley, WA 98284
Tel: (360) 856-0151
Email: nsalseina@sedro-woolley.gov

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/12/2024	Nathan Salseina		Sedro-Woolley, WA	NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	31530950005 NP462-4 20/460/3 50' FM FLS FV WECI Quote #43596-0, dated 10/30/2024 (Attached for Reference) Flygt Pump	\$27,832.00	\$27,832.00
SUBTOTAL				\$27,832.00
DISCOUNT				N/A
ESTIMATED SHIPPING & HANDLING				\$463.00
.086 SALES TAX				\$2,433.37
OTHER				N/A
TOTAL				\$30,728.37

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

594.31.63.000.425 Collection System \$30,728.37

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

Authorized by

Date



16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300
Vancouver, WA 98661 Phone: (360) 694-9175

10/30/2024

Quote #: 43596 - 0

To: City of Sedro Woolley
Attn: Nathan Salseina
Email: nsalseina@sedro-woolley.gov
Phone: 360-855-0771

Project Name: Sedro-Woolley Spare 3153

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Brad Vande Vusse, phone . Please call if you need further information or prices.



Quote # : 43596 - 0
Quote name : Sedro-Woolley Spare 3153
Customer name : City of Sedro Woolley
Salespersons name : Brad Vande Vusse

SCOPE OF SUPPLY

Nathan, we are pleased to offer you the following quote.

Quantity	Product / Description	Price per Unit	Total Price
1 each	31530950005 NP462-4 20/460/3 50' FM FLS FV	\$27,832.00	\$27,832.00

Sub-Total: \$27,832.00

Freight: \$463.00

TOTAL: \$28,295.00

Lead Times: 12-16 weeks ARO

Freight Terms: FOB

Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,

Brad Vande Vusse, Municipal Sales (Western/Southern WA)



Quote # : **43596 - 0**
Quote name : Sedro-Woolley Spare 3153
Customer name : City of Sedro Woolley
Salespersons name : Brad Vande Vusse

Purchaser's Signature: By signing below, I certify that I am an authorized representative with the authority to enter into contracts on behalf of the company identified below, and that I accept the terms included with this proposal.

Signature

Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:

Make PO out to

Whitney Equipment Company Inc

16120 Woodinville Redmond Rd NE #3

Woodinville, WA 98072

Email: sales@weci.com



Quote # : 43596 - 0

Quote name : Sedro-Woolley Spare 3153

Customer name : City of Sedro Woolley

Salespersons name : Brad Vande Vusse

**WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:

THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

Whitney Equipment Company, Inc.



Quote # : 43596 - 0

Quote name : Sedro-Woolley Spare 3153

Customer name : City of Sedro Woolley

Salespersons name : Brad Vande Vusse

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

Whitney Equipment Company, Inc.

Page 5 of 6



Quote # : **43596 - 0**
Quote name : **Sedro-Woolley Spare 3153**
Customer name : **City of Sedro Woolley**
Salespersons name : **Brad Vande Vusse**

It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

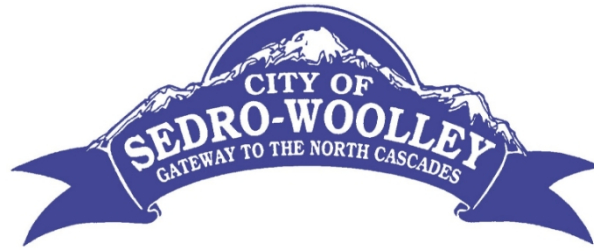
BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.



City Council Agenda Item

Agenda Item No.: e.5.

Date: December 11, 2024

From: Kyle Anderson, Assistant Engineer

Subject: Contract Amendment - Epic Land Solutions Inc. - Cascade Trail Phase 2A

RECOMMENDED ACTION:

Motion to approve the Cascade Trail Phase 2A contract modification with Epic Land Solutions to include two appraisals and two review appraisals, with a total value of \$40,282, bringing the new contract total not to exceed \$95,282.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City successfully applied for federal funding for the Cascade Trail Phase 2A to extend the non-motorized trail west. The project is consistent with long standing regional trail system. The project envisions an 8-10 ft. wide non-motorized trail along the north side of SR-20 from Hodgins Street to Holtcamp Road.

In 2018, the City was awarded \$750k in federal project funding. A subsequent application in 2024 added \$150k for a total federal grant funding of \$900k with a city match requirement of 13.5%. The concept was for the project be designed in house by City staff. A significant portion of the work on surveying, layout and environmental permitting has been completed. A design consultant is being retained to finalize the contract and design documents, with a construction target of summer 2025. Acquisition of right of way easements is a critical path activity to meet the targeted construction window.

In order to construct the trail, public right-of-way easements are required. As a federally funded project, the city is required to follow a stringent federal process for appraisals, negotiations and purchase of property rights including a requirement to use a qualified right of way acquisition agent. The City retained the services of Epic Land Services in 2023 to assist with the property acquisitions. The areas required for acquisition, see attached map, include areas where there are existing easements granted to the city for sewer infrastructure. These easements are specific to the City sewer system and do not allow for public access across the private property. Following the federal process, an appraisal and a review appraisal is required to determine fair market value of public access easements needed for the non-motorized trails. The appraisal process can be waived by a property owner who is willing to make a donation, but the City must, through its agent, fully inform the property owner of the process and the right to an appraisal.

The original contract with Epic Land Solutions did not include appraisals for the access easements. Staff are assuming that several of the parcels, including those owned by Skagit County, will be amenable to donation and that appraisals can be waived. The proposed contract amendment provides funding for 2 appraisals and 2 review appraisals. The appraisals and review appraisals are required to meet the federal standards and are therefore more expensive than a typical private property appraisal. A management reserve is also included to provide time and funding for additional appraisals should property owners not agree to donations or other unforeseen challenges that may arise. The management reserve is only used with prior approval of staff.

Total value of the amendment is \$40,282 which brings the new contract total to a not exceed limit of \$95,282. Funding for the proposed contract modification is from the recently approved \$150k 2024 grant supplement.

Staff recommends authorization to execute the contract modification

FISCAL IMPACT, IF APPROPRIATE:

As presented the contract modification is an increase of \$40,282. Funding for the contract will come from the federal grant.

ATTACHMENTS:

1. Budget Amendment Request Sedro Woolley 20241004
2. SUPPLEMENT #3
3. EXHIBIT a
4. EXHIBIT b
5. 09122022-SR20 2A APPROVED ROW PLANS



Epic Land Solutions, Inc.
Inland Northwest Regional Office
12310 E Mirabeau Pkwy, Suite 150
Spokane Valley, WA 99216
(509) 228-7104
epicland.com

October 17, 2024

Eric Johnston, PE
Interim City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

**RE: Budget Addendum Request for Appraisal and Acquisition Services
SR20/Cascade Trail West Extension Phase 2A Project**

Dear Eric:

Epic is requesting a budget increase to cover labor costs to complete acquisition services for the above referenced project. Based on the encumbering easements situated in the acquisition areas, 2 Appraisals and 2 Appraisal Reviews are now required to determine Fair Market Value.

It was discovered that mileage was included in the initial scope; however, lodging was not. I've included that estimated cost here.

We are seeking an addendum for the added scope of work as follows:

Justification for Budget Increase:

- Appraisal reports for 2 private parcel owners @ \$5,500 each
- Appraisal review reports for 2 private parcel owners @ \$1,500 each – Subconsultant
- Appraisal-Review coordination – 4 hrs @ \$220.59
- Lodging expenses not included in initial scope 4 nights @ \$100/night
- Management Reserve - \$25,000

Please see Budget Increase Proposal on Page 2

BUDGET INCREASE PROPOSAL



Client: City of Sedro Woolley
Agency: City of Sedro Woolley
Project: SR20/Cascade Trail West Extension Phase 2A
Scope of Services:
Date Submitted: 10/17/2025

STAFF CLASSIFICATIONS		Advisory Manager	Senior RO'w Agent	RO'w Agent	Budget & Financial Controls	
Direct Salary Rate		\$79.76	\$53.40	\$38.24	\$56.11	
OH	1.5157	120.8922	80.9384	57.9604	85.0459	0.0000
Profit	0.2500	19.9400	13.3500	9.5600	14.0275	0.0000
FULLY LOADED HOURLY RATES		\$ 220.59	\$ 147.69	\$ 105.76	\$ 155.18	\$ -

RIGHT OF WAY SERVICES						TOTAL HOURS	FEE PER TASK
Appraiser and Review Coordination	4					4	\$882
						0	\$0
						0	\$0
						0	\$0
						0	\$0
						0	\$0

TOTAL LABOR	4	0	0	0	0	4	\$882
	\$882.37	\$0.00	\$0.00	\$0.00	\$0.00		

OTHER DIRECT COSTS	
Hotel/Lodging 4 nights @ \$100	\$ 400.00
Appraisal Reports 2 @ \$5,500 ea	\$ 11,000.00
Appraisal Review Reports 2 @ \$1,500 ea	\$ 3,000.00

TOTAL ODCs	\$ 14,400
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TOTAL LABOR AND ODCs	\$ 15,282
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MANAGEMENT RESERVE (Additional appraisals/reviews as needed)	\$ 25,000
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TOTAL LABOR AND ODCs AND RESERVES	\$ 40,282
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NOTE ABOUT WSDOT RATES: The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year. Staff billing rates provided include the Federal Acquisition Regulation (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects.

Fees will be billed based on time and expense. Invoices for hourly charges, supported by description of work, and for reimbursable costs, supported by copies of original bills, invoices, expense account and other miscellaneous supporting data, shall be submitted monthly.

ASSUMPTIONS

Assumes all original assumptions and scope items as provided in the original scope and fee letter dated April 11, 2023, remain the same.

If you have any questions, please don't hesitate to contact me at (503) 336-9523 or cnickerson@epicland.com. We look forward to continuing our work with Walla Walla County on this Project.

Sincerely,
EPIC LAND SOLUTIONS, INC.

Christine Nickerson

Christine Nickerson
Vice President, Northwest ROW Services



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284 Phone: <u>360-855-3219</u>	
Original Agreement Number <u>2023-PS-01</u>			
Project Number <u>STPUS-0020(200)</u>	Execution Date	Completion Date	
Project Title <u>SR20/Cascade Trail Extension phase 2A Holtcamp road to Hodgins Street</u>	New Maximum Amount Payable <u>\$95,282</u>		
Description of Work Provide real estate services related to the negotiations and acquisition of permanent and temporary easements to the City necessary for the construction of the project per Exhibit A.			

The Local Agency of City of Sedro-Woolley
desires to supplement the agreement entered into with Epic Land Solutions
and executed on 5/11/2023 and identified as Agreement No. 2023-PS-01
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Based on the encumbering easements situated in the acquisition areas, 2 Appraisals and 2 Appraisal Reviews are now required to determine Fair Market Value.
It was discovered that mileage was included in the initial scope; however, lodging was not. See exhibit B

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: NO CHANGE

III

Section V, PAYMENT, shall be amended as follows:

increase as set out in exhibit A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1 TIME MODIFICATION ONLY	Supplement #2 HOURLY RATE UPDATE	Supplement #3 addition work for appraisals	Total
Direct Salary Cost	15,765.00	0.00	0.00	319.00	16,084.00
Overhead (including Payroll Additives	23,490.00	0.00	0.00	483.00	23,973.00
Direct Non-Salary Costs	3,941.00	0.00	0.00	14,400.00	18,341.00
Fixed Fee	11,660.00	0.00	0.00	80.00	11,740.00
management reserve				25,000.00	25,000.00
Total	55,000.00	0.00	0.00	40,282.00	95,282.00



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Inland Northwest Regional Office
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Spokane Valley, WA 99216
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October 17, 2024

Eric Johnston, PE
Interim City Engineer
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ASSUMPTIONS

Assumes all original assumptions and scope items as provided in the original scope and fee letter dated April 11, 2023, remain the same.

If you have any questions, please don't hesitate to contact me at (503) 336-9523 or cnickerson@epicland.com. We look forward to continuing our work with Walla Walla County on this Project.

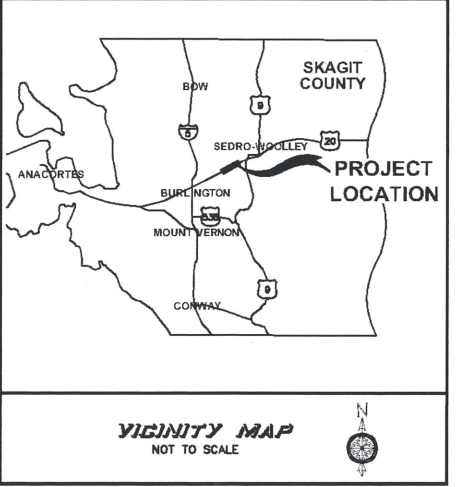
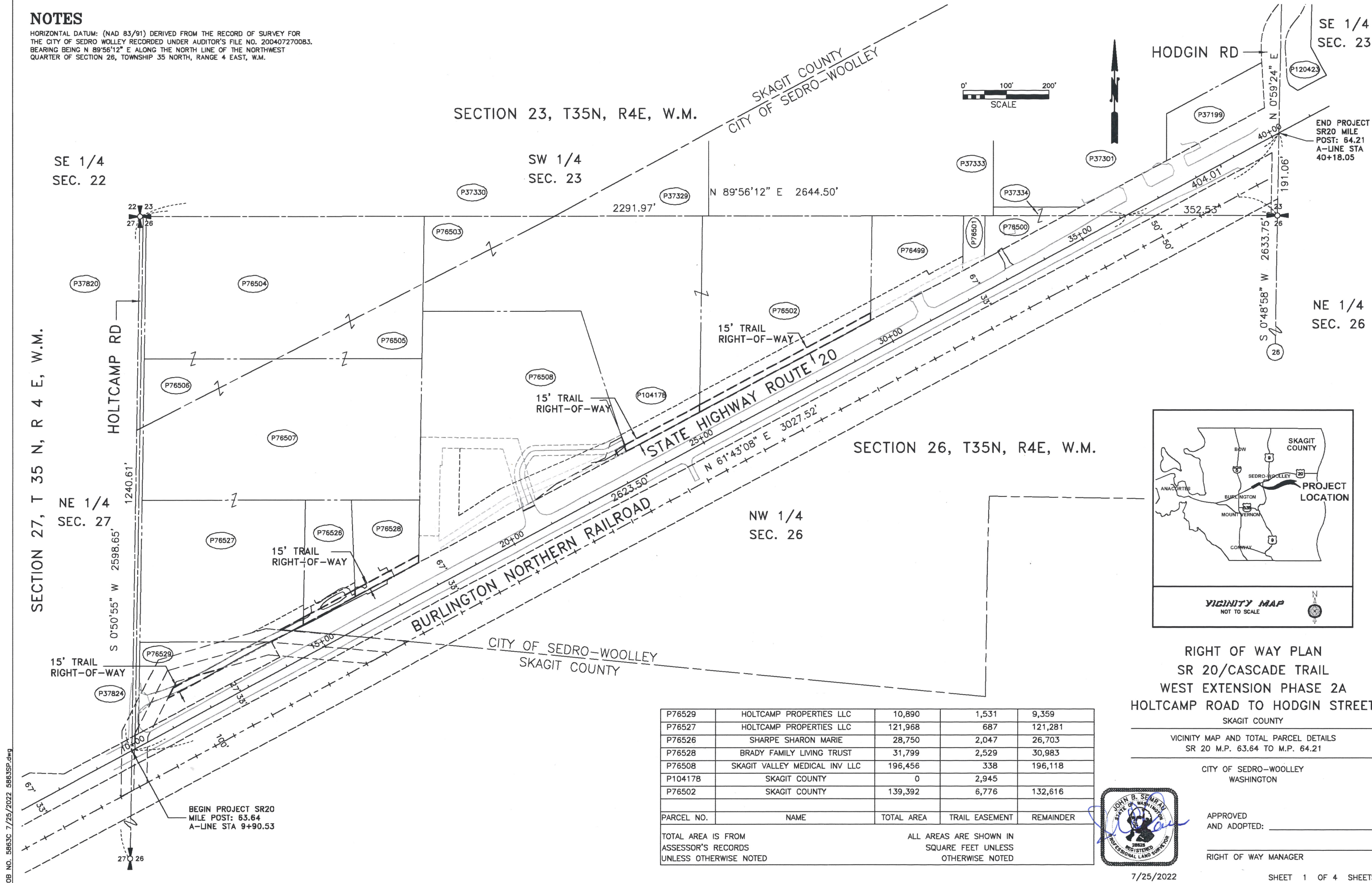
Sincerely,
EPIC LAND SOLUTIONS, INC.

Christine Nickerson

Christine Nickerson
Vice President, Northwest ROW Services

NOTES

HORIZONTAL DATUM: (NAD 83/91) DERIVED FROM THE RECORD OF SURVEY FOR THE CITY OF SEDRO WOOLLEY RECORDED UNDER AUDITOR'S FILE NO. 200407270083. BEARING BEING N 89°56'12" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.



RIGHT OF WAY PLAN
SR 20/CASCADE TRAIL
WEST EXTENSION PHASE 2A
HOLT CAMP ROAD TO HODGIN STREET
SKAGIT COUNTY

VICINITY MAP AND TOTAL PARCEL DETAILS
SR 20 M.P. 63.64 TO M.P. 64.21

CITY OF SEDRO-WOOLLEY
WASHINGTON

APPROVED
AND ADOPTED: _____

RIGHT OF WAY MANAGER

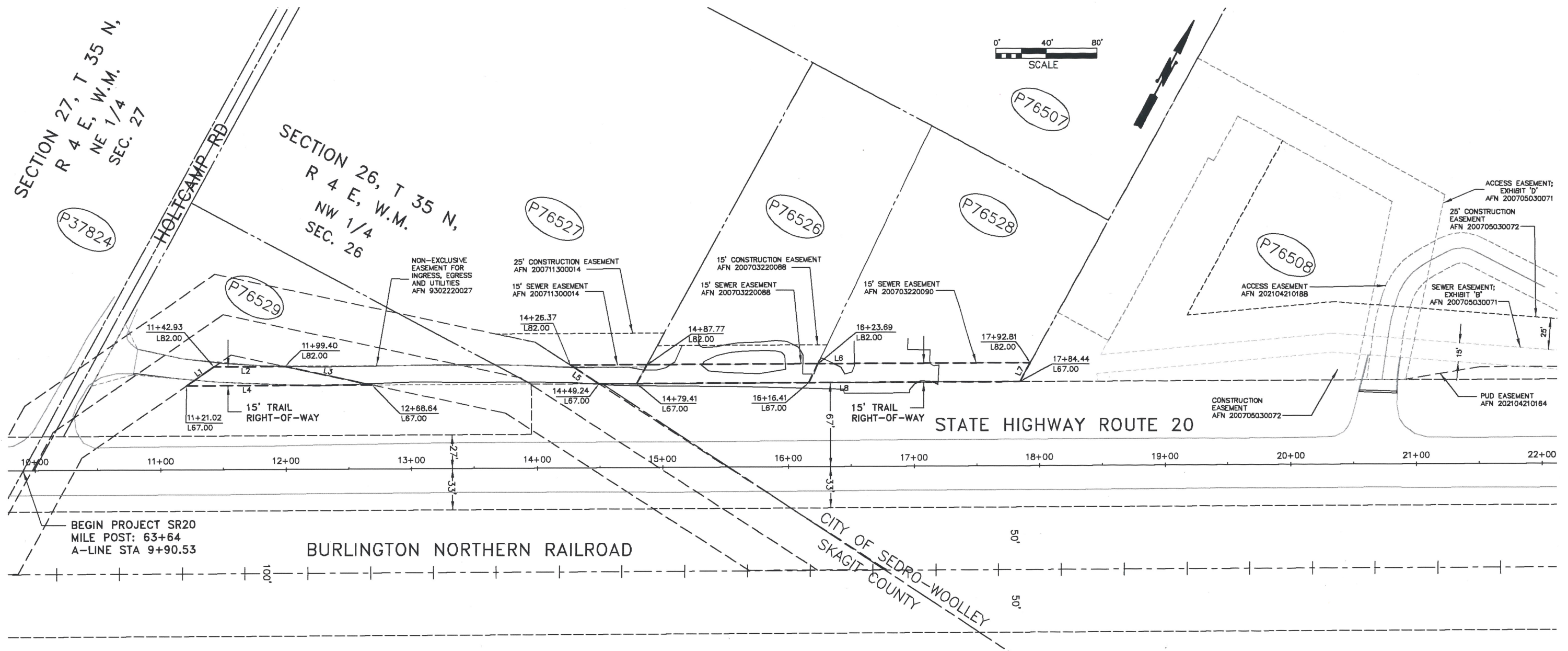


7/25/2022

SHEET 1 OF 4 SHEETS

P76529	HOLT CAMP PROPERTIES LLC	10,890	1,531	9,359
P76527	HOLT CAMP PROPERTIES LLC	121,968	687	121,281
P76526	SHARPE SHARON MARIE	28,750	2,047	26,703
P76528	BRADY FAMILY LIVING TRUST	31,799	2,529	30,983
P76508	SKAGIT VALLEY MEDICAL INV LLC	196,456	338	196,118
P104178	SKAGIT COUNTY	0	2,945	
P76502	SKAGIT COUNTY	139,392	6,776	132,616
PARCEL NO.	NAME	TOTAL AREA	TRAIL EASEMENT	REMAINDER
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED		ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED		

JOB NO. 5863C 7/25/2022 5863SP.dwg



LINE TABLE: TRAIL RIGHT-OF-WAY		
L1	N 27°19'33" W	26.55'
L2	N 61°43'08" E	56.47'
L3	N 73°56'33" E	70.85'
L4	S 61°43'08" W	147.62'
L5	N 85°01'27" W	27.35'
L6	N 61°43'08" E	366.44'
L7	S 00°53'12" W	17.18'
L8	S 61°43'08" W	335.20'
L9	N 28°16'52" W	15.00'
L10	N 61°43'08" E	674.75'
L11	S 00°53'12" W	17.18'
L12	S 61°43'08" W	666.38'

P76529	HOLTCAMP PROPERTIES LLC	10,890	1,531	9,359
P76527	HOLTCAMP PROPERTIES LLC	121,968	687	121,281
P76526	SHARPE SHARON MARIE	28,750	2047	26,703
P76528	BRADY FAMILY LIVING TRUST	31,799	2529	29,270
P76508	SKAGIT VALLEY MEDICAL INV LLC	196,456	338	196,118
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SR 20 M.P. 63.64 TO M.P. 64.21

CITY OF SEDRO-WOOLLEY
WASHINGTON

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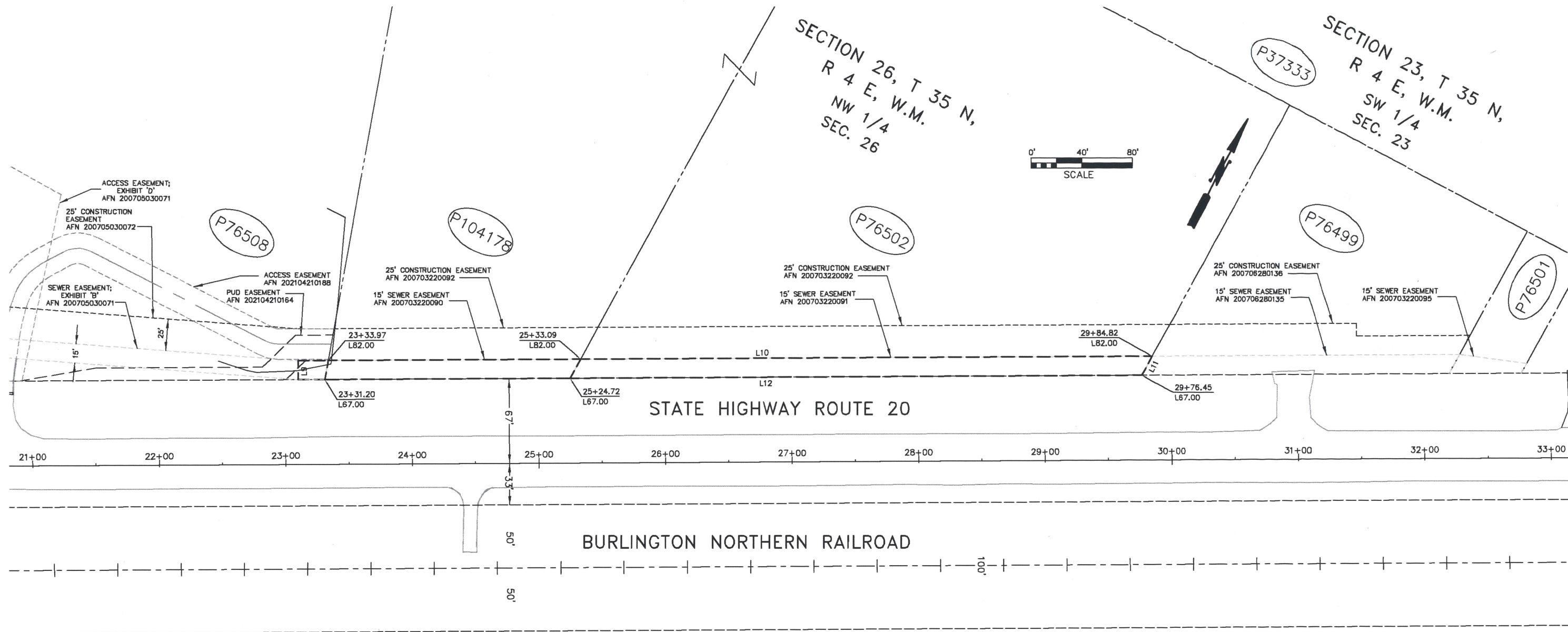
RIGHT OF WAY MANAGER



7/25/2022

SHEET 2 OF 4 SHEETS

JOB NO. 5863C 7/25/2022 5863SP.dwg



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CITY OF SEDRO-WOOLLEY
WASHINGTON



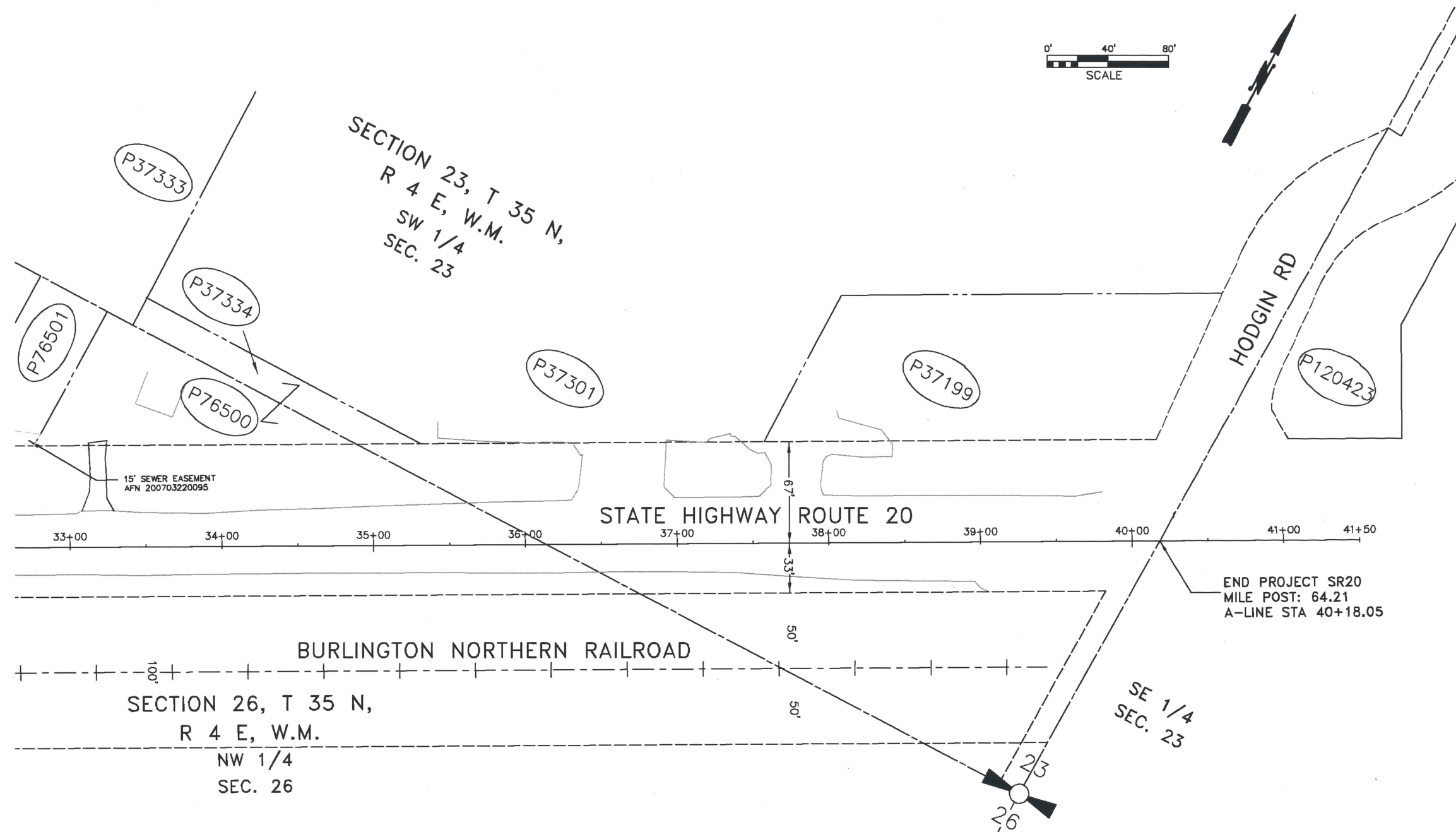
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AND ADOPTED: _____

RIGHT OF WAY MANAGER

7/25/2022

SHEET 3 OF 4 SHEETS

JOB NO. 5863C 7/25/2022 5863SP.dwg



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WASHINGTON

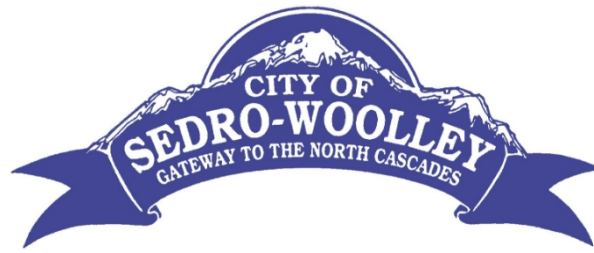
APPROVED
AND ADOPTED: _____

RIGHT OF WAY MANAGER



7/25/2022

SHEET 4 OF 4 SHEETS



City Council Agenda Item

Agenda Item No.: e.6.

Date: December 11, 2024

From: Kyle Anderson, Assistant Engineer

Subject: Contract No. 25-018 - King County/Boulder Park Inc. - Biosolids Beneficial Use Service

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute unit price Contract No. 25-018 between the City of Sedro-Woolley and King County/Boulder Park Inc. for Biosolids Beneficial Use Services for the City of Sedro-Woolley at the Boulder Park Project.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The city's Wastewater Treatment Plant produces approximately 1,300 wet tons of biosolids per year that is beneficially used by land application at the King County Boulder Park project in eastern Washington. Our existing Contract No. 21-0005 was executed on 11/2/2020 and ran for four years (to 12/31/2024). That contract was extended by Amendment 1 to 12/31/2024.

The need for a certified disposal site remains. The existing contract includes trailers for accumulating and hauling biosolids, trucking for transport of the biosolids to the Boulder Park facility, and land application at the site. The city is responsible for testing to ensure that the materials meet requirements for land application.

King County has prepared the attached Contract No. 25-018 for review and execution by the city. The new agreement is for the period 1/1/2025 to 12/31/2029.

The new contract is similar to the existing one.

The new contract is for a base unit price of \$102.00 per wet ton (2024 dollars), which represents a 8.0% increase over 2024. For our average year 1,300 wet tons, this amounts to an approximately \$9,870 increase.

The contract includes the provision for annual adjustment of the land application portion of the charge by the Seattle/Tacoma CPI. Equipment rates are fixed for the term of the agreement. The contract also includes provision for a fuel surcharge for situations where diesel fuel costs exceed \$4.00/gallon.

BPI will pay the city at the end of each year \$7.50 per dry ton as the soil amendment value of the biosolids. The dry tonnage is approximately 150 to 170 tons per year, or approximately \$1,200.

The agreement also includes a surcharge charge of \$10.94 per wet ton for loads that require special handling due to failure to meet vector attraction requirements. Due to issues with the Sedro-Woolley plant's Aeration System over the past few years, we have routinely paid the surcharge.

The city budgets \$228,000 per year for Solids Handling in 2025 and \$233,000 in 2026.

FISCAL IMPACT, IF APPROPRIATE:

- | | |
|--|------------|
| 1. Account 401 Solids Handling – 2025 Budget | \$ 228,000 |
| 2. Account 401 Solids Handling – 2026 Budget | \$ 233,000 |
| 3. The new rate will add approximately \$9,870 per year to the cost of biosolids handling. | |

ATTACHMENTS:

1. 2025_BPP_DRAFT_BPI-KC-SEDRO-WOOLLEY-CONTRACT-102924

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF SEDRO-WOOLLEY AT THE BOULDER PARK PROJECT

2025



CONTRACT No.
25-018

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT USE FEE RATE TABLE
- C: SPILL PREVENTION & RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil characteristics and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer. Regulations established two classes of biosolids: Class A, which has no detectable pathogens, and Class B, which is treated, but may have some detectable pathogens.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #6317799.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the Generator for the performance of services or Work under this Contract.

Generator: the city, town, district, municipal corporation or other entity or person who generates biosolids during the treatment of domestic sewage in a treatment works and has as one of its responsibilities the treatment, transport, use or disposal of biosolids. For purposes of this Contract, the term Generator means the City of Sedro-Woolley.

Hazardous Materials: (a) Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical waste, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances, including, without limitation: Asbestos; polychlorinated biphenyls; any substance the presence of which on the BPP is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements; and other substances which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements require special handling or notification in its collection, storage, treatment, use or disposal; and (b) any dangerous waste, hazardous waste, extremely hazardous waste, hazardous substance, pollutant, pollution, contaminant or contamination as defined in the following statutes or their implementing regulations as such statutes and regulations may be amended from time to time: Washington Clean Air Act (RCW Ch. 70.94); Washington Solid Waste Management Recovery and Recycling Act (RCW Ch. 70.95); Washington Hazardous Waste Fees Act, (RCW Ch. 70.95E); Washington Nuclear Energy and Radiation Act, (RCW Ch. 70.98); Washington Radioactive Waste Storage and Transportation Act of 1980 (RCW Ch. 70.99); Washington Hazardous Waste Management Act (RCW Ch. 70A.300); Washington Model Toxics Control Act ("MTCA") (RCW Ch. 70A.305); Washington Underground Petroleum Storage Tanks Act (RCW Ch. 70.148); Washington Water Pollution Control Act (RCW Ch. 90.48); Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, (7 U.S.C. 136 et seq.); Federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.); Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. 1251 et seq.); Federal Oil Pollution Control Act of 1990 (33 U.S.C. 2701 et seq.); Federal Safe Water Drinking Act (42 U.S.C. 300f et seq.);

Federal Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.); Federal Clean Air Act (42 U.S.C. 7401 et seq.); or Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. 9601 et seq.); and any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are defined, regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

Party or Parties: City of Sedro-Woolley (Generator), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the Generator, as applicable, and means that BPI, KC, or the Generator, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: A monetary value that the farmer agrees to pay BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract No. 25-018 (the "Contract") is made and entered into effective as of January 1, 2025, by and between the City of Sedro-Woolley, a municipal corporation of the State of Washington, (hereinafter referred to as the "Generator"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The Generator, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Generator produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids in accordance with Chapter 173-308 WAC Biosolids Management and 40 CFR Part 503; and

WHEREAS, the Washington State Department of Ecology (Ecology) supports and encourages maximum beneficial use of biosolids per Chapter 173-308-010(2)(a); and

WHEREAS, the state of Washington recognizes biosolids as a valuable commodity and does not classify biosolids as solid waste per Chapter 173-308-060(1) and (2); and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that is provisionally covered under the expired General Permit for Biosolids

Management (effective 2015-2020) issued by the Washington State Department of Ecology for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids to lands for beneficial use; and

WHEREAS, the Generator desires to enter into this Contract with BPI and KC for (a) land application of the Generator's biosolids at the BPP, and (b) for the use of KC's equipment to apply the Generator's biosolids; and

WHEREAS, it is in the best interests of the environment, the public health, safety, and welfare of the citizens served by Generator, and the Generator, that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the Generator to purchase BPI's services, which shall include all work necessary for the beneficial utilization of the Generator's Class A or Class B biosolids (hereafter referred to as "biosolids") at the BPP and (b) to allow the Generator to pay a use fee for KC's biosolids application equipment for BPI to use in land application of the Generator's biosolids.

1.2 The further purpose of this Contract is to provide the Generator with a biosolids management and utilization option to complement the Generator's other biosolids management contracts. The Generator has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The Generator may provide the BPP with biosolids during the months of January through December.

1.4 The Generator will provide BPI with an estimated schedule of deliveries. The Generator in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the Generator's biosolids that have a total solids content of no less than ten (10) percent. Biosolids having a total solids content of less than 10 percent may be accepted at BPI's sole discretion and may be subject to additional charges for any additional work per Section 9.

1.6 Biosolids that do not meet the requirements set forth in Sections 5.7 and 5.8, and/or that do not have sufficient documentation, will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 7.2(A) of this Contract.

1.7 Any material that fails to meet all requirements of WAC 173-308 for Class A or Class B biosolids classification cannot be accepted at the BPP for beneficial use and must be properly managed by Generator as solid waste or as determined by Ecology. The Generator shall immediately notify BPP of any material that does not meet any of the requirements in Section 5.7 and 5.8.

- A. The Generator shall be fully responsible for removing any material delivered to BPP that does not meet any of the requirements in Section 5.7 and 5.8. This includes all associated costs, arrangements, equipment, and labor needed to remove the material from the site.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the Generator. Biosolids loaded into BPI's method of transport shall be considered accepted by BPI when the method of transport departs the Generator's site. These biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of biosolids loaded into BPI-furnished equipment at the Generator's site, to the location of ultimate disposition. All loads will be covered during transport;
- B. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping, and reporting;
- C. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;
- D. Payment of employees, Subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs;
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #6317799); and
- F. Ensure contracted haulers always have a current Spill Prevention & Response Plan in all trucks hauling the Generator's biosolids and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency. The Spill Prevention & Response Plan must meet the requirements of WAC 173-308-100(2). Attachment C of this contract includes a Spill Prevention & Response Plan that may be used;

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle and utilize the Generator's biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the Generator to maintain the highest reasonable image for such services. The Generator shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the Generator's biosolids. The Generator and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the Generator's biosolids.

2.5 BPI shall be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site.

2.6 BPI shall inform its personnel and/or any subcontractors that biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling or being in contact with biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

3.1 Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the Generator's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;

3.2 Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Use Fee Table provided as Attachment B and is incorporated by reference as if fully stated herein;

3.3 Regularly communicate with BPI regarding daily project activities and perform routine site inspections;

3.4 Calculate application rates based on the Generator's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

3.5 Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8 of this Contract;

3.6 Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the Generator when periodic changes are made; and

3.7 Obtain provisional coverage under the General Permit for Biosolids Management for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations. However, because the BPP has only provisional coverage under the General Permit for Biosolids Management, KC makes no warranty, guaranty, or representation whatsoever, express or implied, regarding the suitability or long-term or continuing availability of the BPP for land application of Generator's biosolids. KC reserves the right to terminate this Contract pursuant to Section 17 should the BPP be unavailable for land application of Generator's biosolids.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the Base Unit Price for biosolids management as described in Section 7.2 of this Contract. Upon request, BPI and KC shall provide the Generator with current copies of all permit applications, permits, registrations, records, and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The Generator's review of such documents is for its information only.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the Generator's service area.

SECTION 5 GENERATOR'S RESPONSIBILITIES

Generator shall:

5.1 Provide timely communication of any significant variation in biosolids quantities to be

delivered;

5.2 Scale and record wet tons of biosolids loaded into the contractor's biosolids hauling equipment at the Generator site to document the tonnage of biosolids being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. If the Generator does not have access to a certified scale, the Generator will work with BPI to locate a certified scale where tonnage can accurately be weighed and recorded as presented in Section 7.1 of this Contract;

5.3 Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;

5.4 Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;

5.5 Provide and or approve for use a Spill Prevention & Response Plan as required under WAC 173-308-100(2) and as provided in Attachment C. Ensure the contracted hauler has a current copy of the Spill Prevention & Response Plan, in trucks hauling the Generator's biosolids, at all times and before leaving the Generator's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;

5.6 Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements in Sections 5.7 and 5.8. The Generator shall be fully responsible for removing any material delivered to BPP that does not meet any of the requirements in Sections 5.7 and 5.8. This includes all associated costs, arrangements, equipment, and labor needed to remove the material from the site;

5.7 Provide only biosolids that meet all requirements for land application per Chapter 173-308 WAC, Biosolids Management, including Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits); the pathogen reduction requirements of WAC 173-308-170; the vector attraction reduction (VAR) requirements of WAC 173-308-180; and any permit or other requirements applicable to the BPP. The Generator shall immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements described above;

5.8 Provide analytical results of all biosolids demonstrating the biosolids quality and nutrient content appropriate for land application at the BPP. Biosolids analysis data and documentation shall include at a minimum the following parameters:

- Part 503 Metals (arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc). Refer to WAC 173-308-160.
- Fecal Coliform. Refer to WAC 173-308-170.
- VAR. Refer to WAC 173-308-180.
- Nutrients (total Kjeldahl nitrogen, ammonia-nitrogen, phosphorus, potassium, sulfur).
- Percent total solids.

5.9 Pay BPI and KC the amounts set forth in Sections 7, 8 and 9 of this Contract; and

5.10 Not operate or maintain KC-owned equipment.

5.11 Generator agrees and acknowledges that the BPP has only provisional coverage under the General Permit for Biosolids Management, and that KC and BPI has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, or guaranties of any kind or character whatsoever, whether express or implied regarding the suitability or long-term or continuing availability of the BPP for land application of Generator's biosolids.

SECTION 6 TERM OF CONTRACT

6.1 The term of this Contract is from the effective date specified above to December 31, 2029, unless terminated sooner as provided in Section 17. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC, and the Generator.

6.2 BPI's and KC's obligations and responsibilities shall commence upon full execution of this Contract.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the Generator's treatment plant to BPI's designated application sites.

- A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the Generator. BPI shall be responsible for identifying certified scales and proposing scales to the Generator for acceptance if a certified scale is not available at the Generator's site. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the Generator prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the Generator prior to hauling biosolids.

7.2 BPI shall submit monthly billings to the Generator in an approved format that has been reconciled with the Generator's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The Generator will pay BPI a Base Unit Price at the billing rate of \$102.00 per wet ton (2024 dollars) for authorized materials accepted and/or services, satisfactorily performed. The Base Unit Price per wet ton shall include KC's Equipment Use Fee of \$2.90 plus KC staff rate of \$0.50 plus tax of \$0.26 (state + local tax rate of 7.7%) for a total fee of \$3.66 as set forth in Attachment B, BPI fees, and all associated taxes (2024 dollars). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

- A. Biosolids that do not meet VAR requirements will be incorporated into the soil to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges at the rate of \$10.94 per wet ton (2024 dollars).

7.3 BPI will submit a quarterly statement to KC that clearly shows the Generator's tons applied, the site, and the month application occurred. After receipt and verification of the statement KC will submit an invoice to BPI for payment of the KC Equipment Use Fee. BPI shall pay the invoice and will remit payment to King County Finance, 201 S Jackson St., Ste. 710, Seattle, WA 98104.

7.4 The Base Unit Price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all transportation costs, materials, application equipment use fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The Base Unit Price shall remain firm throughout the term of the Contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the

Generator. Requests for any such change are to be made in writing to the Generator. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 At the end of the calendar year, BPI will pay the Generator \$7.50 per dry ton for Soil Amendment Value of biosolids delivered to the BPP. This payment amount is fixed for the term of the Contract and not subject to price adjustments in Section 8.

SECTION 8 PRICE ADJUSTMENTS

8.1 Price adjustments may be made for changes of law or regulatory requirements based on documented cost increases or decreases, or tax increases. The Generator has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the Generator feels such increases are excessive.

8.2 Annual Adjustments for the Base Unit Price will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new Base Unit Price = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: CWURS49DSA0]

8.3 The Equipment Use Fee will remain fixed throughout the Contract term, unless KC acquires and/or uses equipment not listed in Attachment B and/or there is a change to the sales tax rate. In these cases, KC shall modify Attachment B and the Base Unit Price accordingly.

8.4 There will be a fuel surcharge included with the submitted monthly billing defined in Section 7.2 based on an average of the actual diesel fuel costs per gallon paid by BPI, or their subcontractor, in excess of four dollars (\$4.00) per gallon. For the purpose of calculating this surcharge, BPI and the Generator agree that the surcharge will be based on 100 gallons of diesel fuel used per load transported to BPI. The amount of the fuel surcharge will be verified from copies of actual bulk diesel fuel purchase invoices for fuel deliveries to BPI, or their subcontractor, during the affected month.

SECTION 9 ADDITIONAL WORK

Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the Generator requires additional work, it may request BPI in writing to do the additional work at the Base Unit Price (as described in Section 7), or it may request BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the Generator shall be at BPI's sole expense.

SECTION 10 ALLOCATION OF RISK

10.1 BPI, KC, and Generator accept the risks and resulting liabilities of beneficially using biosolids on agricultural lands. These risks potentially include, but are not limited to, the following:

- Contamination of soil, groundwater, or surface water
- Odor issues at the site and mitigating them for surrounding neighbors
- Human health impacts
- Impacts to crops, vegetation or livestock

10.2 BPI shall be responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed

locations for the safe and secure unloading of biosolids at BPI's designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the Generator's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6.

10.3 Generator shall be responsible for compliance with all federal and state laws applicable to generators of biosolids and for compliance with all requirements set forth in this Contract.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this Contract. Acceptance of biosolids is considered to occur when the biosolids depart the Generator's site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations in their performance under this Contract. Laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the *Biosolids Management Guidelines for Washington State* published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract.

12.3 BPI and KC shall be responsible for environmental compliance and monitoring required for the management of biosolids land application at BPP. The costs of this environmental compliance and monitoring shall be included in the Base Unit Price.

12.4 The Generator will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Generator shall also provide BPI and KC with any results of additional testing performed by the Generator, at no cost to BPI and KC, when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The Generator may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with Sections 5.2 and 5.4. The Generator will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The Generator is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The Generator certifies and affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the Generator's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the Work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 **Commercial General Liability.** \$2,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 **Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 **Other Insurance Provisions.** The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:
 - (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the Subcontractor in connection with this Contract. The Generator shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the Generator in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
 - (ii) Each Parties' insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties' insurance or benefit the Party in any way.

- (iii) BPI or its Subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self-Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the Parties, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination, expiration, or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the Parties.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after final execution date of Contract. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Generator, then the Generator may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the Generator.

14.5 Failure to provide such required insurance shall entitle any Party to terminate the other Parties' Work hereunder for default in accordance with Section 17.3. Termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE GENERATOR'S TREATMENT PLANT

The Generator will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The Generator will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 NOT USED

SECTION 17 TERMINATION

17.1 KC may terminate this Contract immediately should the permit coverage under the State General Permit for Biosolids Management for BPP be terminated, modified, withdrawn or limited or should the BPP become otherwise unavailable for land application.

17.2 In addition, to the right of termination reserved for KC in Section 17.1, KC, BPI and the Generator may terminate this Contract in whole or in part for any reason or no reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least thirty (30) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the Generator, BPI shall account for the same and handle it in the manner the Generator directs.

17.3 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment;
- (E) failure to provide continuous and solvent business operations;
- (F) failure or delay in making any required payments.

Termination for default may be delivered by email and shall be effective upon emailing, directed to the defaulting Party (or Parties) at the addresses stated in Section 27, setting forth the manner in which the Party is (or Parties are) in default.

17.3.1 In the event the Generator believes BPI is in default, the Generator may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the Generator, BPI shall submit to the Generator a written detailed plan describing the actions required to achieve compliance that is subject to the Generator's approval.

17.3.2 In the event the Contract is terminated for BPI's or KC's default, BPI and KC will only be paid the base unit price for services or Work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 The Generator and BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at their respective principal place of business. These records shall also include detailed information describing the Generator's biosolids testing results and the application rates to the project sites. The Parties shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the Generator and shall be made available upon request to the Generator:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site where biosolids have been applied;
- WAC 173-308 annual report (the Generator shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The Generator shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the Generator access to perform said inspections.

18.4 The Generator and KC shall maintain records per all applicable state and federal laws.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the Generator, or BPI, the Generator, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the Generator, or KC, the Generator, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The Generator agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract, the Generator's breaches of this Contract, or the Generator's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the Generator and BPI or the Generator, KC, and BPI, the Generator's defense and indemnification obligations under this section shall be limited to the extent of the Generator's negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The defense and indemnification obligations under this section shall survive the termination of this Contract.

SECTION 20 ENVIRONMENTAL INDEMNITY

Generator agrees that it shall conduct its activities related to this Contract in compliance with all applicable environmental laws. For purposes of this Contract, "Environmental Laws" means all federal, state, and local laws, ordinances, regulations, permits, decrees, or other governmental requirements now or hereafter in effect related to Hazardous Materials. Generator agrees to defend, indemnify and hold KC and BPI harmless from and against, any and all claims, liabilities, lawsuits, damages, demands, suits, losses, judgments and costs, including but not limited to removal, remedial action or other costs recoverable under CERCLA or MTCA; any and all other requirements, charges, interest, fees, oversight costs or penalties (civil or criminal or both) imposed by any authority; and all other expenses including but not limited to claims for bodily injury or death, property damage, diminution in value or loss of use, including attorneys' fees and other costs of defense (collectively, "Environmental Claims") caused by or arising from the use, disposal, transportation, generation, release or threatened release, handling, spillage, storage, treatment, and/or deposit of Hazardous Materials by Generator in, on, around, about or emanating from the BPP. Without limiting the generality of the foregoing, the Parties acknowledge that Environmental Claims, as defined herein, are not limited to third party claims, but include Environmental Claims made or incurred by

Generator. Generator's duties under this Section 20 include the duty to pay or reimburse KC's and/or BPI's reasonable costs to monitor or oversee cleanup or other corrective work, including but not limited to third party engineering and other consulting services, sampling and studies, confirmatory testing, compliance monitoring, and administrative costs and expenses incurred in procuring and managing the same. All Environmental Claims involving the release or presence of Hazardous Materials shall be subject to this Section 20, and not the indemnity and liability provisions of Section 19. Notwithstanding the foregoing, Generator's obligations under this Section 20 do not apply to Pre-Existing Hazardous Materials. For the purposes of this Section 20, "Pre-Existing Hazardous Materials" shall mean any Hazardous Materials that were in, on, or under the BPP site prior to the commencement of the term of this Contract, provided that the presence of the Pre-Existing Hazardous Materials in, on, or under the BPP site is not attributable to Generator.

SECTION 21 DISPUTES UNDER THIS CONTRACT

21.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation, then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

21.2 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 22 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 23 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other Parties.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties "Force Majeure," then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom. Force Majeure does not include the Generator's financial inability to pay the required payments set forth in this Contract.

SECTION 25 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered, sent by nationally recognized overnight delivery service, sent by email or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

Name Ralph Kennedy, Wastewater Treatment Supervisor
Address City of Sedro-Woolley
 325 Metcalf St., Sedro-Woolley, WA 98284
 rkennedy@sedro-woolley.gov
 (360) 856-1100 / (360) 856-5269

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager
Address: Boulder Park, Inc.
 P.O. Box 285, Mansfield, WA 98830
 (509) 683-1142
 ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
 201 S. Jackson Street, #KSC-NR-0512, Seattle, WA 98104
 (206) 477-3524
 jake.finlinson@kingcounty.gov

Or to such other person or address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date sent or, if mailed, three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

SECTION 29 COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

SECTION 30 AUTHORITY

The undersigned represents that they are fully authorized to enter into this Contract on behalf of the Party for whom they sign. Upon full execution of this Contract, this Contract shall be binding on each Party. Each Party has had the opportunity to review this document with an attorney of their choice.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the date set forth below.

CITY OF SEDRO-WOOLLEY

By _____
Julia Johnson, Mayor

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Kamuron Gurol
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Verna Bromley, Sr. Deputy Prosecuting Attorney

Date

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Project Roles and Responsibilities (Douglas County)

This document clearly defines the roles and responsibilities of each project participant of the Boulder Park Project Beneficial Use Facility (BPP) in Douglas County, Washington. Additional descriptions of certain tasks are discussed in more detail in the BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division, Resource Recovery Section, Biosolids Unit

King County Biosolids Supervisor

- Overall responsibility for King County biosolids projects.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental monitoring/sampling; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of Contract specifications.

King County Biosolids Agriculture Project Manager

- Direct responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with Boulder Park, Inc. (BPI) to identify suitable application sites according to the BPP General Land Application Plan (GLAP); prepare permit documentation; maintain records for each permitted site including landowner, property legal descriptions, signatures, acreage, and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; Landowner Authorizations.
- Public Involvement/Communications - schedule/coordinate site tours, open houses, public meetings; address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants and stakeholders.

- Permits - procure, document, and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation, maintain permit-related data and documentation, and produce project addendums and GIS project maps.
- Applications – prepare activity table (addendum) and maps of next season’s proposed applications; calculate agronomic application rates for Department of Ecology approval.
Product: SSLAP Addendum; BPP application rate calculations and available nitrogen values.
- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspections; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager and other King County biosolids team members on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget, and procure necessary equipment for year-round operations.
Product: Boulder Park equipment replacement schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: (1) Department of Ecology 308 Annual Biosolids Report and (2) BPP Annual Report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities, and research results.
- Analytical Data Review & Monitoring – receive and review biosolids quality data from all BPP participating agencies, work jointly with BPI to schedule and conduct soil sampling, review analytical data results, conduct biosolids field sampling as needed, conduct annual water monitoring, ensure all sampling protocols are followed per approved Sampling & Analysis Plan, respond to data requests.
Product: Monitor overall biosolids quality for products received and applied at BPP, soil and water analytical data tables; sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: Periodic review of BPI Safety Plan and safety meeting records.

- Contracts – work jointly with BPI to draft and finalize Three-Party Contracts.
Product: Fully executed Three-Party Contracts for biosolids land application services at the BPP.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids hauling and deliveries to BPP sites.
- Overall responsibility to coordinate response only if King County biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update, and provide training on the KC Spill Prevention and Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to King County hauler.
- Principal contact between King County treatment plant personnel and King County haul contractor to coordinate biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all BPP operations follow the prescribed SSLAP.
- Responsible for directing daily operations and all functions of BPI.
- Responsible for hiring and overall supervision of all BPI employees.
- Responsible for maintaining auditable records and files on all BPP operations and expenditures.

- Responsible for maintaining efficient communications network among all project participants and stakeholders.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings, and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects, and monitoring data.
- Serves as site representative of all the landowners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours as needed. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to all local, state, and federal requirements and laws; meets the BPP's approved SSLAP requirements; and meets all aspects of the King County Land Application Services Contract and BPP Three-Party Contracts. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to the BPP GLAP; prepare permit documentation; maintain records for each permitted site including landowner, property legal descriptions, signatures, acreage, and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; Landowner Authorizations.
- Public Involvement/Communications - schedule/coordinate site tours, open houses, public meetings; address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants and stakeholders.
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations.
Product: Review permit application documentation and project maps as required; no permit violations.
- Haul Routes & Storage Areas - identify location, haul routes, and required buffers; prepare site access and delivery areas; ensure all required signs are clearly posted; monitor road restrictions and work closely with all local transportation authorities.
Product: Review GIS site maps; year-round delivery site accessibility.

- County Road Maintenance and Repair - coordinate with Douglas County Transportation Services (DC) to provide water and equipment as necessary to maintain/repair haul routes; advise DC of proposed haul routes or changes of haul routes; and proposed delivery schedules.
Product: Updated project maps; minimal complaints from public and DC personnel; clean and safe roads for public usage.
- Biosolids Delivery - coordinate with King County, BPI haul Subcontractor(s), and other generator's hauling Contractor; assist truck drivers at delivery sites; reconcile tonnage delivered and land applied; comply with road agreements and restrictions; and inspect sites.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair all BPP equipment to minimize down-time. Ensure King County owned equipment is maintained/serviced according to manufacturer recommendations and Work is appropriately documented. Ensure all equipment under BPI responsibility and management maintains appropriate insurance coverages.
Product: maintenance records; equipment logs; appropriate insurance coverages.
- Operations - supervise daily field operations and deliveries; hire operators; inspect site for compliance with permit and SSLAP; and inform BPI President and KC project manager of problems.
Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to accurately apply Ecology-approved biosolids application rate; monitor and record tons applied to each site; responsible for timely incorporation of all applied biosolids after application.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with King County's Project Manager.
Product: Department of Ecology 308 Annual report and BPP Annual Report.
- Monitoring - ensure all water, soil, grain, and biosolids samples are collected, delivered, and analyzed according to schedule and protocols as specified in SSLAP. Ensure analytical results are sent to both BPI and KC; operate, maintain, and repair soil sampling equipment; establish analytical lab contracts; immediately notify Ecology and King County's Project Manager of unusual results.
Product: sampling logs; BPP annual report.

- Contracts – work jointly with King County to draft and finalize Three-Party Contracts. Ensure BPI maintains insurance and associated insurance limits as required.
Product: Fully executed Three-Party Contracts for biosolids land application services at the BPP. Current liability insurance meeting all contract requirements.
- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following WA Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Department of Ecology and King County.
- Has authority to stop operations if operations at the site are not in accordance with the BPP SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner

- Responsible for overall management and operations of BPI including, but not limited to, organizational liabilities, daily operations, employees, and equipment and facility/shop.
- Responsible for community outreach and involvement: work and communicate with local government employees/officials as needed; be available for meeting with and providing information to community members as needed; work with local landowners and farmers in developing biosolids interests and land application sites; be available for BPP tours as needed.
- Responsible for providing guidance and/or decisions in regard to BPP application locations, priority, and field application specifics.
- Must be notified of all site operations.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates.

- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for any research-related proposals, plans, sample collection, data request response, and reports associated to this project.
- Responsible for assistance and review of biosolids application rates.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

BPP Participants/Other Generators

- Overall responsibility for complying with all state and federal regulations, permits, equipment use fees per contract with BPI and King County; coordinating hauling of their biosolids to designated project storage areas; if self-hauling, ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County, and regulatory agencies regarding their biosolids; immediately notifying BPP of any biosolids quality issues; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery schedule; accurately document biosolids weight and delivery information; and provide timely tonnage reporting for reconciliation purposes.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is appropriate for land application. Must submit their latest biosolids quality data to Ecology and King County Biosolids Agriculture Project Manager upon receipt.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT USE FEE TABLE

Attachment B

Boulder Park Biosolids Land Application Project

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset ¹	Deprec. Value	Annual Deprec. ²
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$40,000	\$80,000	\$4,000
EWT105	2011 Freightliner Dump Truck	\$120,000	20	\$40,000	\$80,000	\$4,000
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS024	2022 Chevy Suburban	\$60,000	6	\$40,000	\$20,000	\$3,333
EWT140	2019 Ford F550 PU with service box	\$89,000	8	\$40,000	\$49,000	\$6,125
EWV290	2023 Ford F350 4x4 Crew Cab, Flatbed Pickup	\$62,000	4	\$47,000	\$15,000	\$3,750
EWL007	2018 JD644K Hybrid Loader w/5yd bucket	\$252,000	8	\$152,000	\$100,000	\$12,500
EWL008	2023 JD644K Hybrid Loader w/5yd bucket	\$342,000	8	\$242,000	\$100,000	\$12,500
EWFT23	2022 STX370 Case/IH 4WD Tractor	\$275,000	10	\$180,000	\$95,000	\$9,500
EWFT24	2023 STX420 Case/IH 4WD Tractor	\$382,000	10	\$287,000	\$95,000	\$9,500
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$25,000	\$85,000	\$4,250
EWTE0X	2024 John Deere 4230 Chisel Plow	\$91,200	20	\$75,000	\$16,200	\$810
EWSA37	2024 West Pt. Spread-All	\$75,000	5	\$35,000	\$40,000	\$8,000
EWSA38	2024 West Pt. Spread-All	\$75,000	5	\$35,000	\$40,000	\$8,000
EWSD06	2024 HD Burma Vertical Distributor	\$21,000	5	\$10,000	\$11,000	\$2,200
EWSD07	2024 HD Burma Vertical Distributor	\$21,000	5	\$10,000	\$11,000	\$2,200
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	30	\$10,000	\$7,820	\$261
EWUV16	2022 Polaris Ranger Quad (w/ Soil Sampler)	\$16,800	5	\$10,000	\$6,800	\$1,360
EWV026	2015 Clark Forklift Model C30	\$25,000	20	\$8,000	\$17,000	\$850
Operating	Major Equipment Repair (5-yr AVG)	\$ 67,830	@40%	\$0	\$0	\$27,132
Operating	Tire & Tube Repairs (5-yr AVG)	\$ 11,268	@40%	\$0	\$0	\$4,507
Operating	Water, Road Maintenance (5-yr AVG)	\$ 10,008	@40%	\$0	\$0	\$4,003
Total Annual Depreciation and Ops						\$134,848
Equipment rate/applied ton ³						\$2.90
KC staff rate/applied ton						\$0.50
Pre-tax Equipment Use Fee ⁴						\$3.40
Local Tax Rate @ 7.7%						\$0.262
Total Equipment Use Fee						\$3.66

¹ Residual Value means estimated amount that owner would earn by disposing asset, less disposal costs.

² Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

³ Value based on 5-year average annual total of Other Generators WT delivered to the Boulder Park Project BUF.

⁴ Total Equipment Use Fee is to remain fixed through contract term except as allowed in Section 8.3 of this Contract.

TABLE B REVISIONS AS OF OCTOBER 2023.

SPILL PREVENTION/RESPONSE PLAN

Prepared for

**Van Dalen Trucking LLC
1542 Main St; Lynden, Washington 98264
360-354-3968**

**Submitted by:
Boulder Park Inc.**



OCTOBER 2024

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by Chapter 173-308-100 Washington Administration Code (WAC). Boulder Park Inc. (BPI) and its sub-contractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at #8 Airport Way, Mansfield, WA 98830. In addition, BPI may transfer biosolids during routine, daily operations from one field to another field when product overages occur and remaining biosolids must be relocated. Typically, these biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

!IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS!

- 1) 9-1-1 for injury accidents and accidents involving other vehicles or property**
- 2) Dave Ruud, BPI at (509) 669-3775 (cell), (509) 683-1142 office**
- 3) Contact the appropriate Department of Ecology Biosolids Regional Coordinator on Page 4 for assistance and spill response coordination.**
- 4) Your company dispatcher or company contact for emergencies**

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To minimize the possibility of spills, BPI has implemented the following measures:

- All vehicles are regularly inspected and serviced.
- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Drivers are encouraged to attend a “Defensive Driving” course at least every 3 years.

- Loads are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be “leak-proof” upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers consult the Washington State Department of Transportation’s website during times of possible inclement weather.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and its sub-contractors equip biosolids transportation vehicles with the following items:

- A copy of the most current *Spill Prevention/Response Plan*.
- Cell phone.
- Reflective vest or clothing
- Gloves and boots.
- Hazard flares.
- Reflective traffic cones or warning triangles
- Shovel.

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- All spills contact Dave Ruud at BPI (509-683-1142 or 509-669-3775 cell) to coordinate spill cleanup. BPI will notify Department of Ecology and make arrangements for spill cleanup (Pg. 3).
- All spills contact the transportation company dispatcher to report.
- Contact the applicable biosolids coordinator at the Department of Ecology region where the spill occurs as soon as possible, but not more than 24 hours following the spill. (Pg. 4). Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.

- The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
- Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- Contact appropriate staff at the local health department in the county where the spill occurs (Pg. 5).
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office (Pg. 5).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (Pg.6).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (Pg.7).

SPILL RESPONSE CONTACTS *CONTACT INFORMATION UPDATED OCTOBER 2015*

Boulder Park Inc.

- **Dave Ruud, Operations Manager: (509) 669-3775 cell, (509) 683-1142 office**
- Alternative phone numbers:
 - Jake Finlinson (King Co.) (206) 305-4272 cell
 - Marc Angus, BPI Lead (509) 423-5550 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell



Department of Ecology, Biosolids Regional Coordinators:

[Program contacts - Washington State Department of Ecology](#)

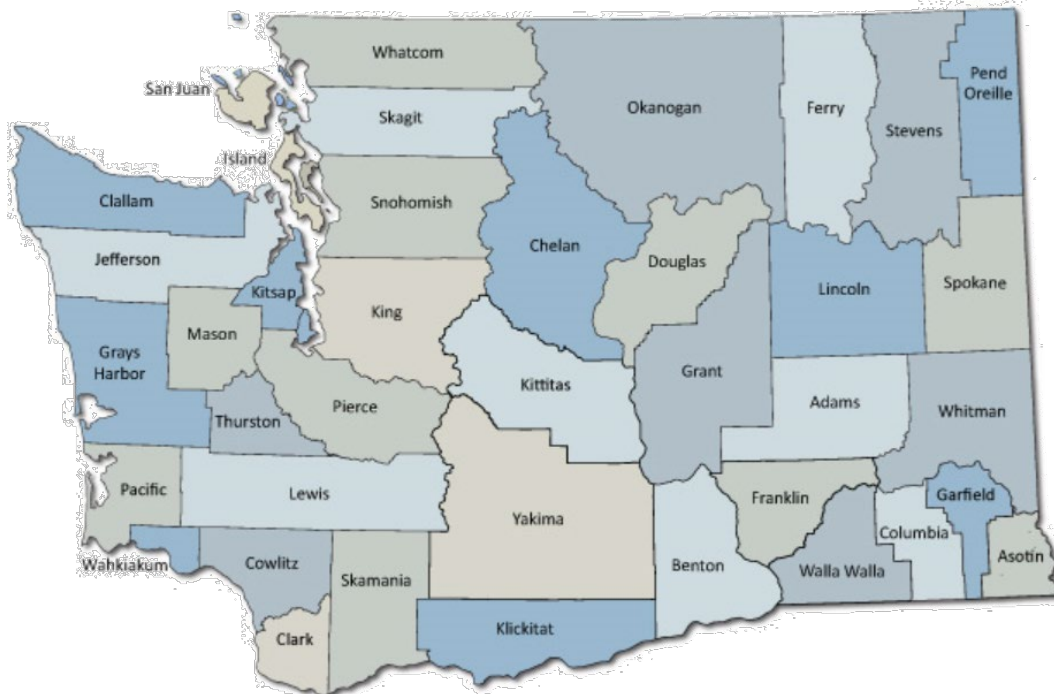
- Emily Kijowski (HQ-Statewide Biosolids Coordinator) (360 789-6592)
- Ruby Irving-Hewey, Central Region: (509) 379-4737
- Mounia Sassi, Eastern Region (509) 220-3166
- Terri Costello, Eastern Region (509) 570-8097
- Amber Corfman, Northwest Region: (360) 918-4786
- Shawnte Greenway, Southwest Region: (360) 522-0505
- Eddie Simons, Southwest Region: (360) 763-2871



Local Health Departments and Districts:

<https://www.doh.wa.gov/AboutUs/PublicHealthSystem/LocalHealthJurisdictions>

- Adams County Health Department: (509) 488-2031 Othello Office
Benton-Franklin County Health Department: (509) 460 4200 Kennewick, or (509) 547-9737 Pasco
- Chelan-Douglas Health District: (509) 886-6400 or (509) 886-6499 after-hours.
- Grant County Health District: (509) 766-7960 or (509) 398-2083 after-hours.
- Seattle-King County Public Health Department: (206) 296-4600, (206) 296-0100, or (800)-325-6165
- Kittitas County Health Department: (509) 962-7515.
- Lincoln County Health Department: (509) 725-1001 or (509) 725-2501
- Okanogan County Health Department: (509) 422-7140
- Tacoma-Pierce County Health Department: (253) 649-1500, (253) 798-6500, or (800) 992-2456
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Skagit County Health Department: (360) 416-1500 or (360) 416-1555
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500 or (800) 986-9050 after-hours



Department of Transportation Headquarters: (360) 705-7000 or (360) 705-7438

<https://wsdot.wa.gov/Contact/officelocation.htm#division>

Department of Transportation Regional Offices:

- Northwest Region: (206) 440-4000
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600
- South Central Region: (509) 577-1600
- Southwest Region: (360) 905-2000
- Eastern Region: (509) 324-6015 or (509) 324-6000



Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631
- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000

<https://www.dnr.wa.gov/about/dnr-regions-and-districts>



United States Forest Service Pacific Northwest Region 6:

- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624
 - Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740
- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

<https://wdfw.wa.gov/about/regional-offices>

WDFW Regions



ATTACHMENT 1

ROUTES TRAVELED

BPI and its sub-contractors utilize the following route options to haul biosolids to Boulder Park Project BUF land application project sites for the following participants:

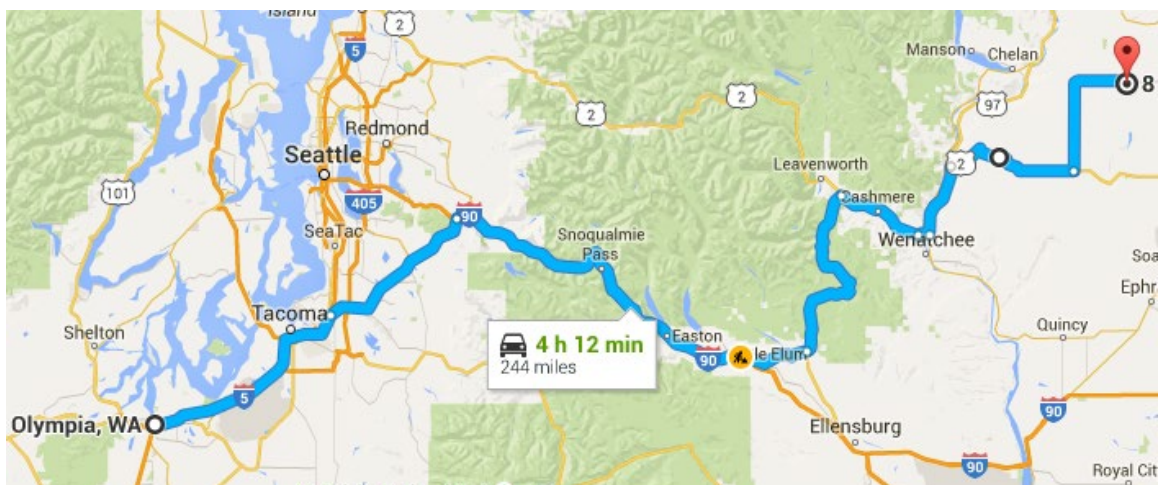
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roads to get over the mountains including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes are attached.

- Routes from Western WA sources located *south* of Seattle
- Routes from Western WA sources located *north* of Seattle
- Routes from Eastern WA sources located east of Mansfield near Spokane
- Routes from Central WA sources located *south* of Mansfield
- Routes from Central WA sources located *north* of Mansfield

Routes from Western WA sources located *SOUTH* of Seattle:

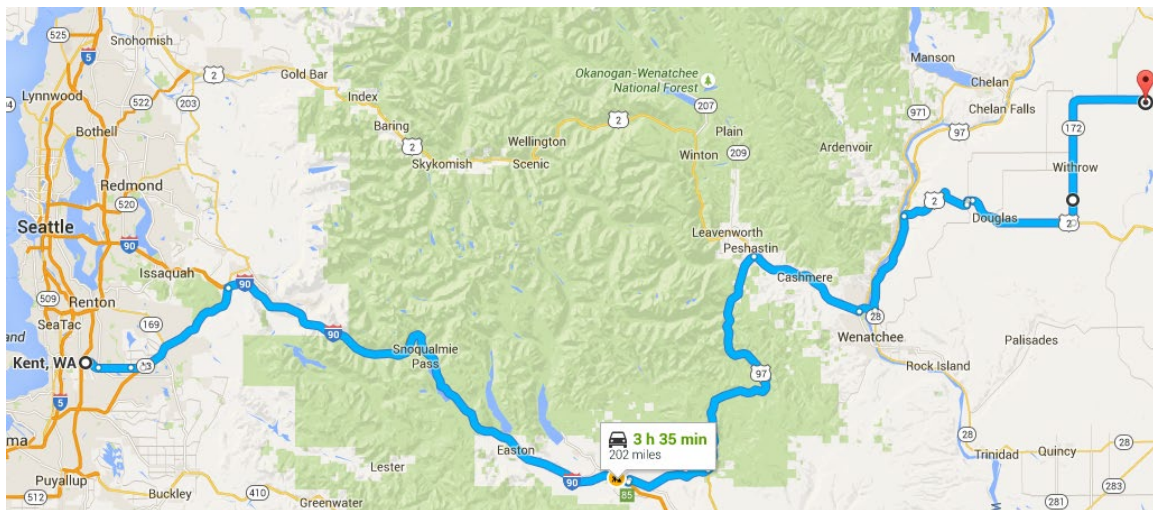
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



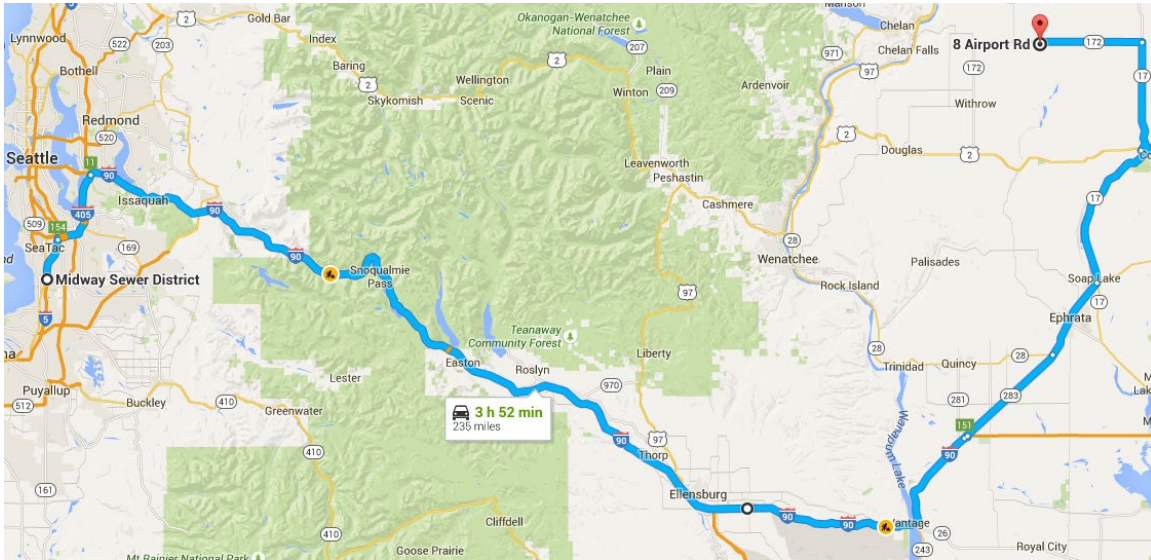
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



Option #3: I-5 N to WA-18 E to I-90 E to US 970 to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 202 miles.

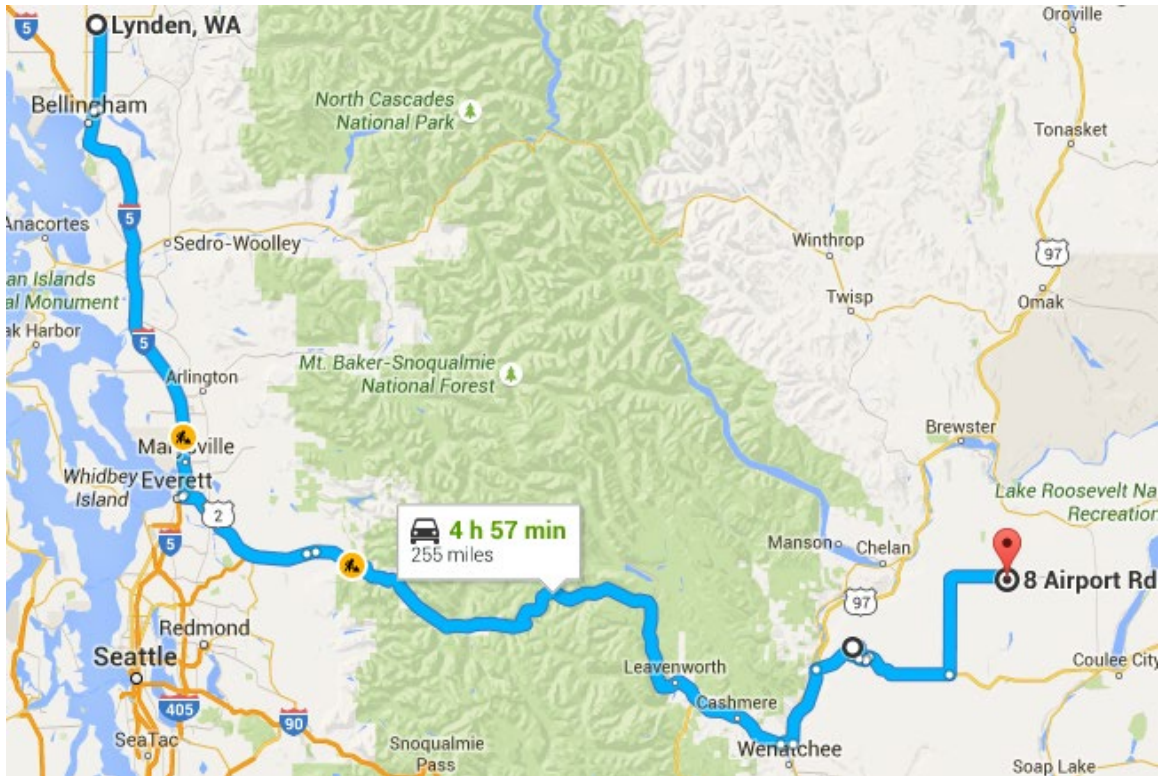


Option #4: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

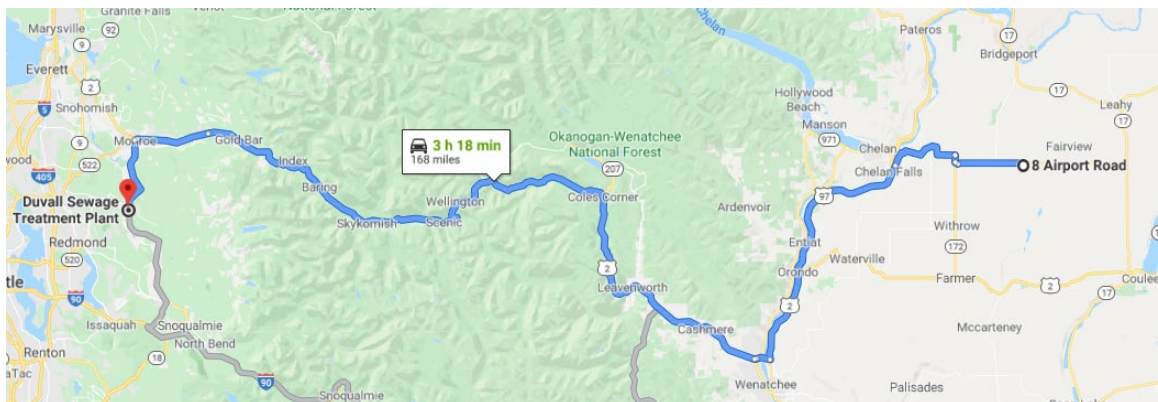


Routes from Western WA sources located *NORTH* of Seattle:

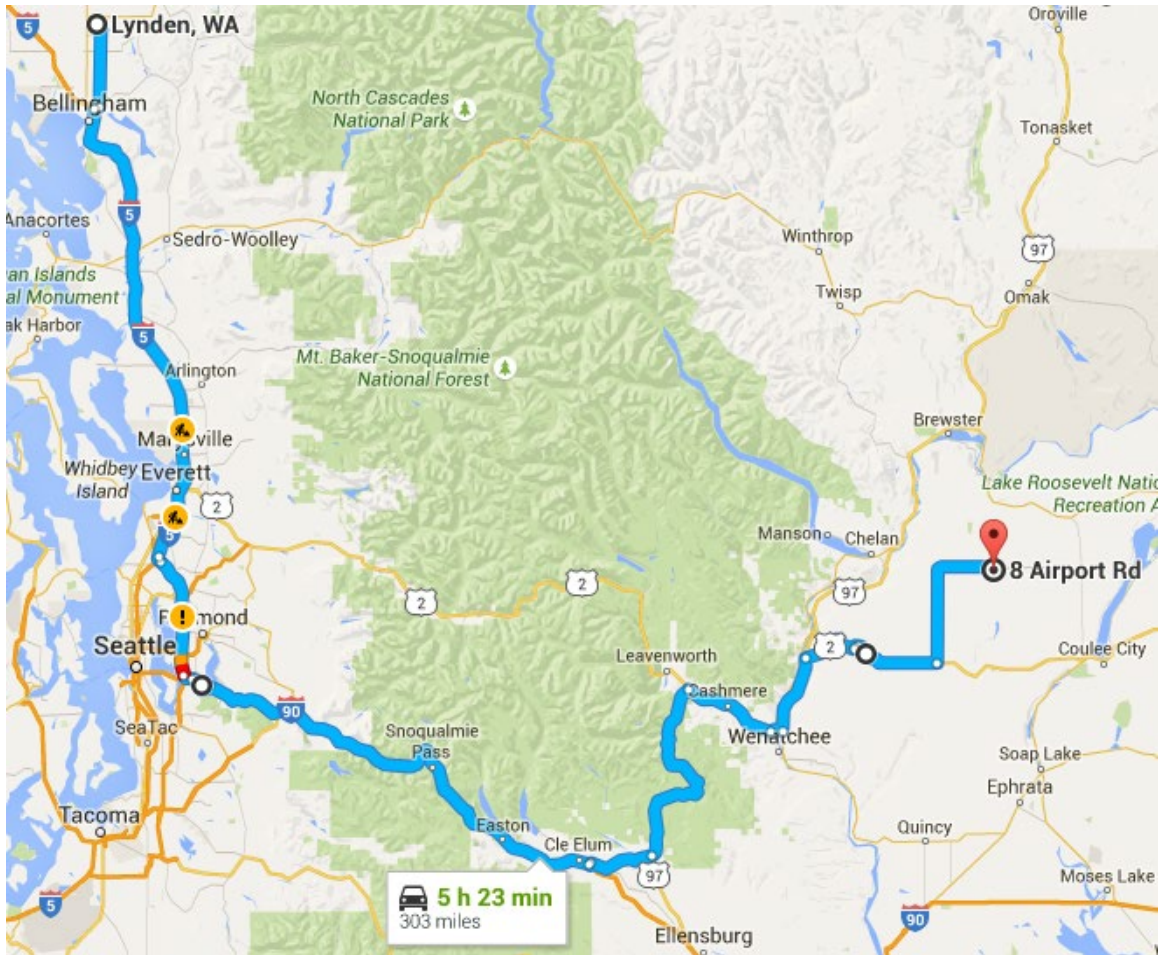
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.



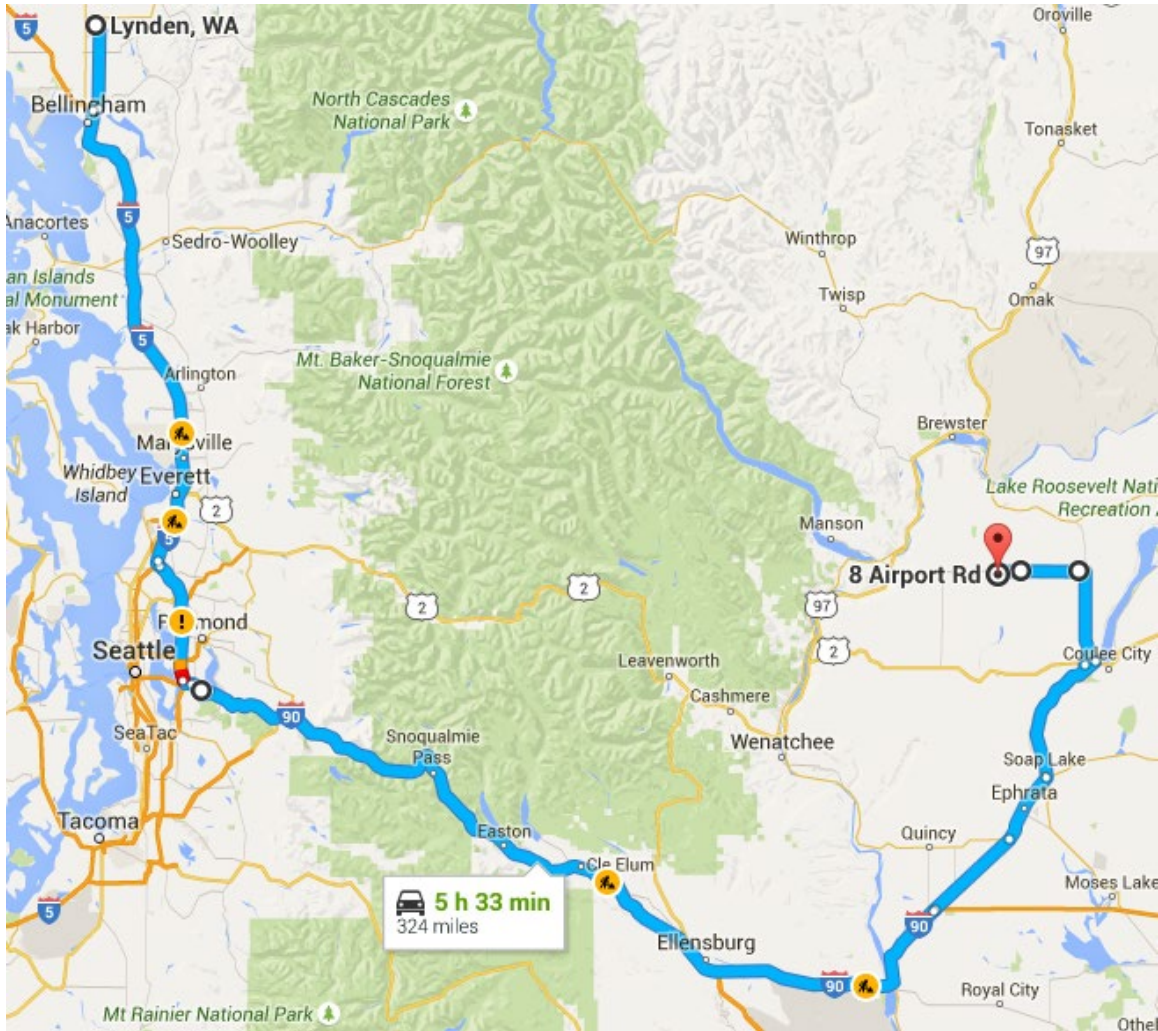
Option #2: WA-203 N to US-2/ US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 169 miles.



Option #3: I-5 S to I-405 S to I-90 Et to US 970 to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.

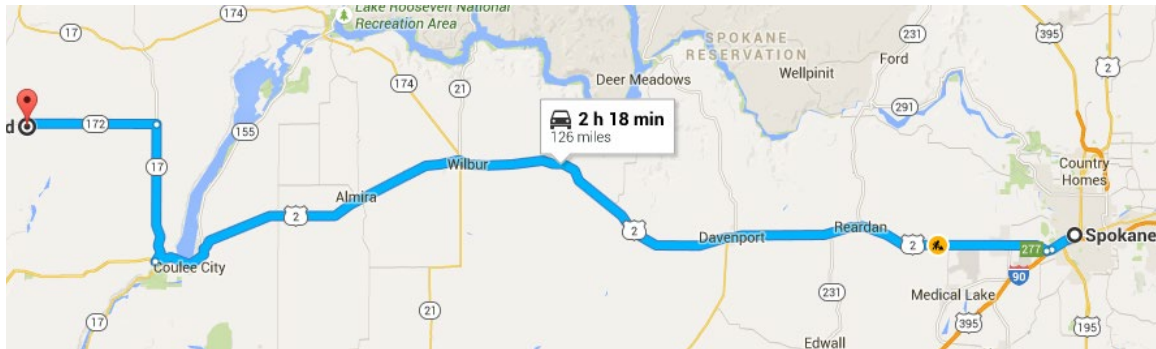


Option #4: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

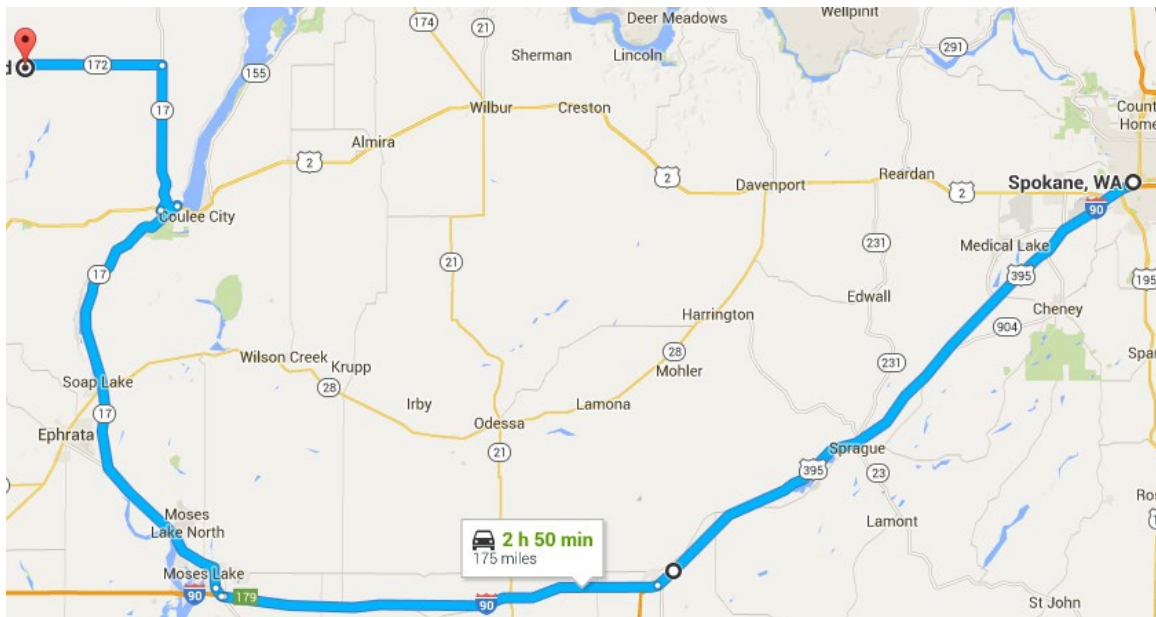


Routes from Eastern WA sources located *EAST* of Mansfield *near* Spokane:

Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.

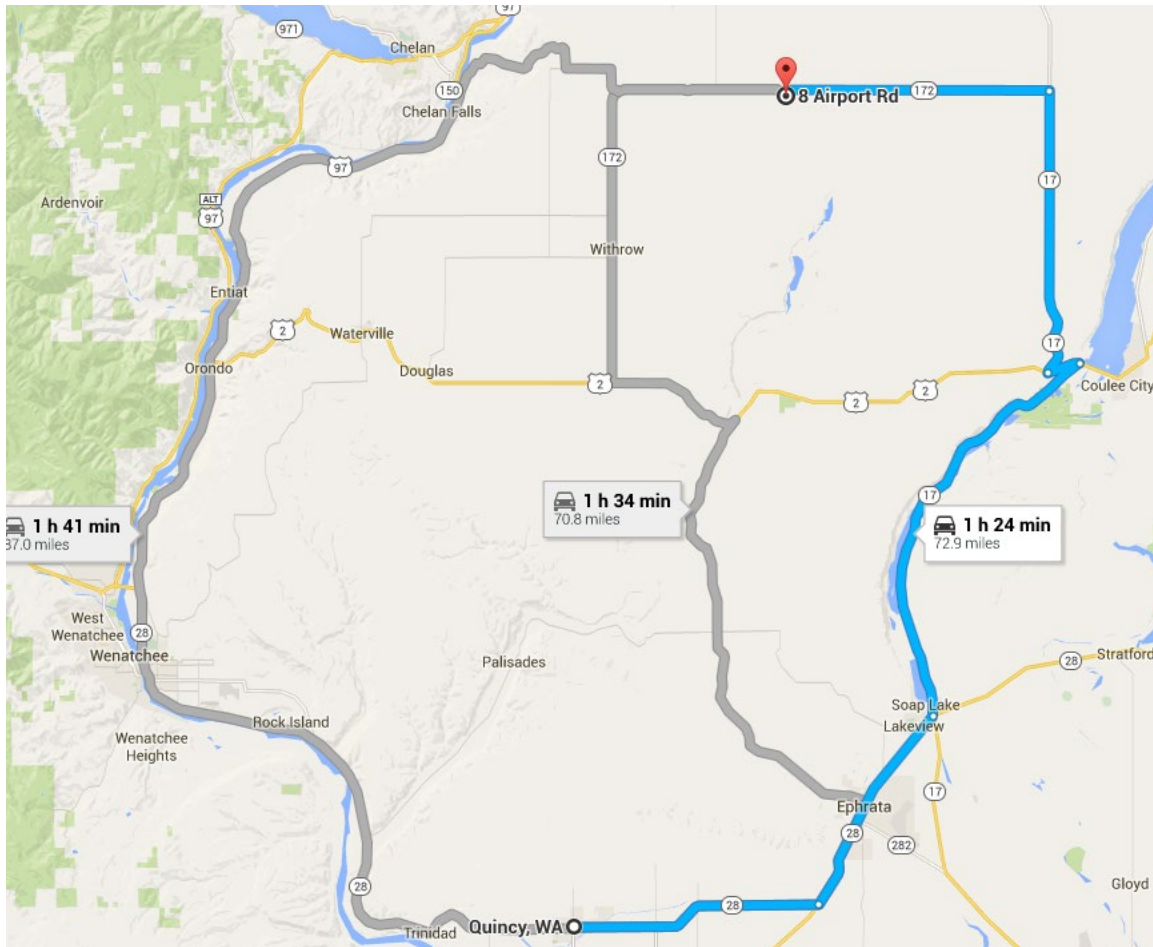


Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

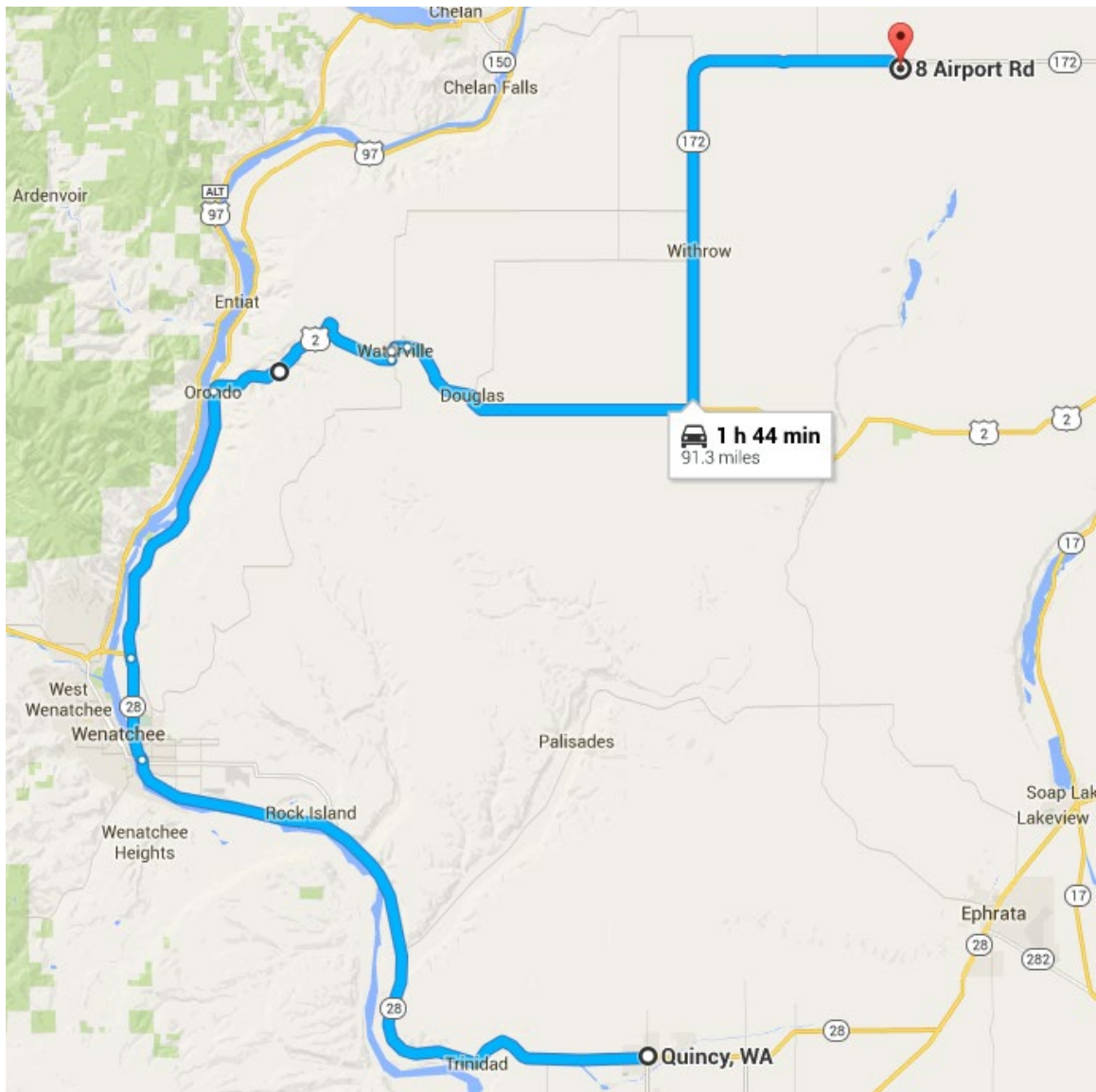


Routes from Central WA sources located *SOUTH* of Mansfield:

Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA.
Total distance traveled 72.9 miles

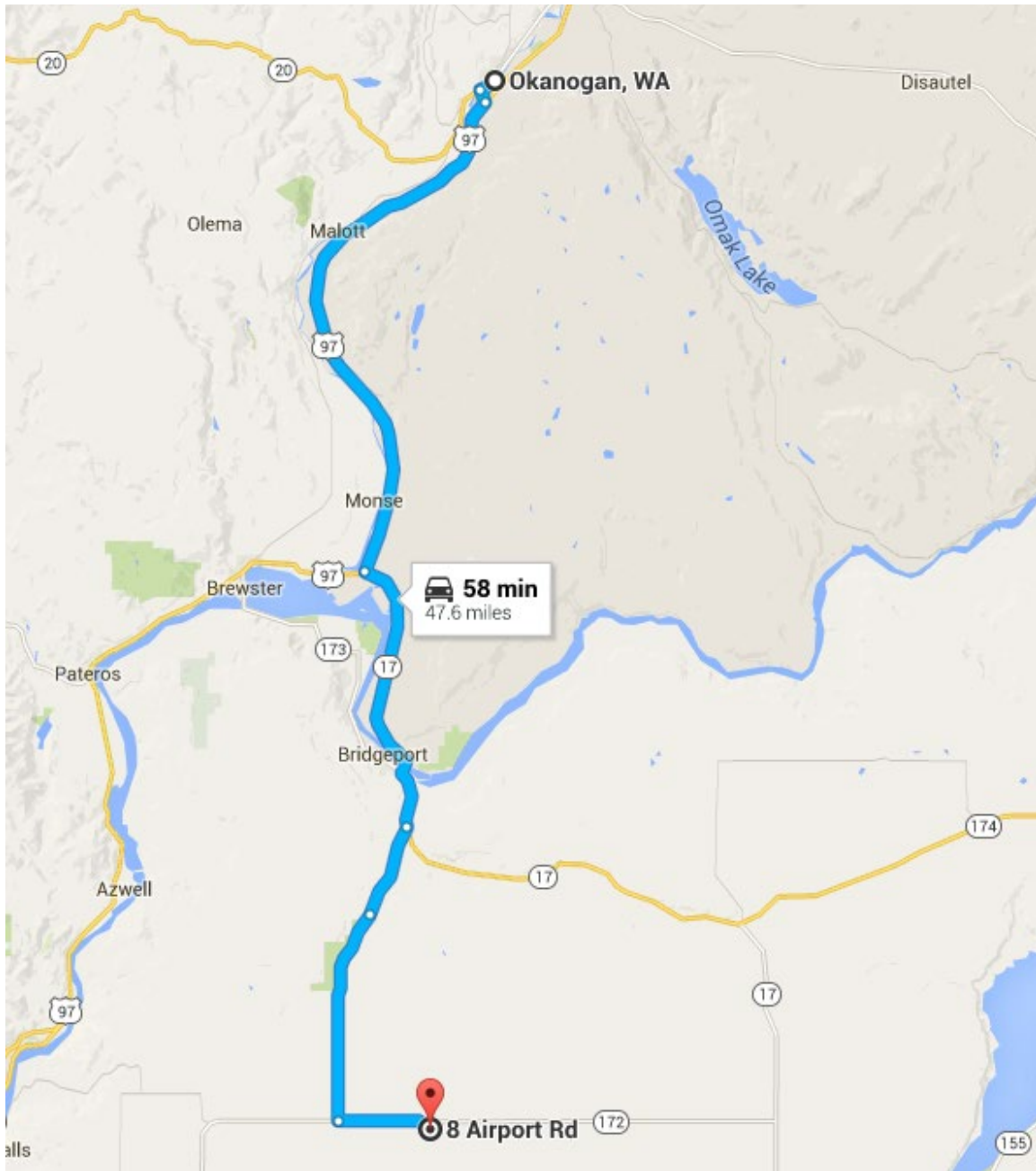


Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA.
Total distance traveled 91.3 miles



Routes from Central WA sources located *NORTH* of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology. (Source: <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Primary-response-contractors>)

State-approved primary response contractors

These approved primary response contractors may be listed in oil spill contingency plans.

Able Clean-up Technologies, Inc.  4117 E. Nebraska Ave. Spokane, WA 99217 509-466-5255 Expires 2/10/2025	Focus Wildlife  PO Box 944 Anacortes, WA 98221 800-578-3048 Expires 09/14/2026	NRC Environmental Services  9520 - 10th Ave. S., Suite 150 Seattle, WA 98108 206-607-3000 Expires 1/18/2026
Clean Rivers Cooperative, Inc.  200 SW Market, Suite 190 Portland, OR 97201 503-220-2040 Expires 07/15/2024	Global Diving and Salvage  3840 W. Marginal Way SW Seattle, WA 98106 206-623-0621 Expires 06/16/2026	NWFF Environmental  1036 Main St. Philomath, OR 97370 800-942-4614 Expires 11/13/2023
Cowlitz Clean Sweep, Inc.  (CCS) 55 International Way Longview, WA 98632 360-423-6316 Expires 9/27/2024	GrayMar Environmental Services Inc.  1329 E. Wheeler Rd Moses Lake, WA 98837 866-472-9627 Expires 12/2/2024	Oiled Wildlife Care Network  Wildlife Health Center, 1 Shields Ave. Davis, CA 95616 530-752-4167 Expires 11/15/2026
Clean Harbors Environmental  12404 SE Jennifer St. Clackamas, OR 97015 800-645-8265 Expires 05/4/2026	Marine Spill Response Corp.  1330 Industry St., #100 Everett, WA 98023-7123 425-252-1300 Expires 11/01/2026	Whitewater Rescue Institute  1620 Rodgers St. Missoula, MT 59802 800-543-1923 Expires 3/26/2024

State-approved Primary Response Contractors List reviewed 10/24/2024.

BOULDER PARK INC.
HAUL CONTACT LIST for KISSLER ENTERPRISES

Updated: 10/24/2024

Company	First Name	Last Name	Job Title	Business Street	City	State	Zip	Phone	E-mail Address
Alderwood WWD	Joe	Carter	WWTF Manager	3626 156th St. SW	Lynnwood	WA	98087	(425) 787-1940 x8311	jcarter@awwd.com
City of Lynden	Steve	Banham	Public Works Director	300 4th St.	Lynden	WA	98264	(360) 354-3446	banhams@lyndenwa.org
City of Lynden	Josh	Libolt	WWTF Superintendent	300 4th St.	Lynden	WA	98264	(360) 354-0633	liboltj@lyndenwa.org
City of Mount Vernon	Gary	Duranceau	Wastewater Manager	1401 Britt rd.	Mount Vernon	WA	98273	(360) 336-6219	garyd@mountvernonwa.gov
City of Sedro-Woolley	Ralph	Kennedy	Wastewater Supervisor	325 Metcalf St.	Sedro-Woolley	WA	98284	(509) 856-1100	rkennedy@sedro-woolley.gov



King County

Office of Risk Management Services

Department of Executive Services

201 South Jackson Street, Suite 320

Seattle, WA 98104

(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE

April 1, 2024 – April 1, 2025

This letter is to certify that King County, a charter county government under the constitution of the State of Washington, maintains a funded self-insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property. Should an incident occur involving the negligence of County employees acting in the scope of their employment, the County's self-insurance program would respond.

This letter is also to certify that King County carries a blanket All-Risk property insurance policy to cover damage and physical loss to its property.

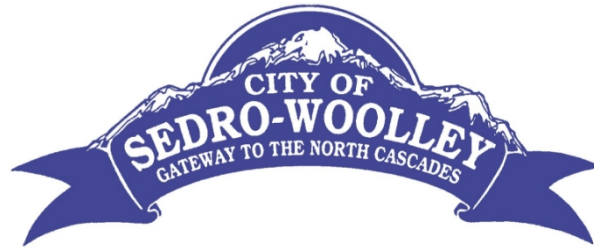
Please note that this certificate is issued for informational purposes only and neither confers any rights nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts Section at the phone number above.

Sincerely,

The Office of Risk Management Services

Insurance and Contracts Section



City Council Agenda Item

Agenda Item No.: e.7.

Date: December 11, 2024

From: Charlie Bush, City Administrator

Subject: State Legislative Agenda

RECOMMENDED ACTION:

Staff recommends approval of the agenda once the City Council is comfortable with the content.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Cities commonly adopt state legislative agendas prior to a state legislative session. The last agenda adopted by Sedro-Woolley was in 2021 for the 2022 legislative session. A legislative agenda provides support for the Mayor, City Council, and staff to speak with a united voice to state legislative issues. A draft agenda is attached for the Council's review and consideration.

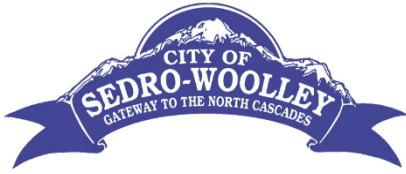
Staff made updates to the Legislative Agenda based upon Council feedback at the 12/4 City Council meeting.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 2025 Sedro-Woolley State Legislative Agenda
2. LegPrioritiesFullDetails



City of Sedro-Woolley

2025 State Legislative Priorities

Capital Budget Items

- New Police Station Land Acquisition – The City of Sedro-Woolley’s police station is crowded and lacks common features like secured parking, a sally port, enough holding cells, and adequate evidence storage. The City is requesting \$1.15 million from the State’s Capital Budget to assist with land acquisition upon which to construct a future police station that would bring the City’s police department facilities into the 21st Century and meet the City’s growing needs.
- Northern State Hospital Cemetery Memorial – The City of Sedro-Woolley owns the cemetery, which was a part of Northern State Hospital, a State facility, for over 60 years. Several potential improvements to the site include relocated fencing, adding historically accurate stone walls, and installing a large granite obelisk to honor the hospital patients that are interred at the cemetery. The City is requesting \$175,000 to help make these improvements.

2025 AWC legislative agenda

The following items are the official 2025 City Legislative Priorities as adopted by the AWC Board.

2025 City Legislative Priorities

Fiscal sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

Public safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.
- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces. Support strengthening prosecutors' ability to enforce unlawful possession of firearms.

Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct

distributions to cities and town in addition to grant opportunities.

- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students
- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

Issues that are significant to cities

Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense, and workforce development for prosecutors and public defenders.

Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation and vexatious requestors.

Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.
- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.

Issues that cities support

Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

Therapeutic courts, community courts, diversion programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

B&O tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide firefighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

Amend the Involuntary Treatment Act (ITA)

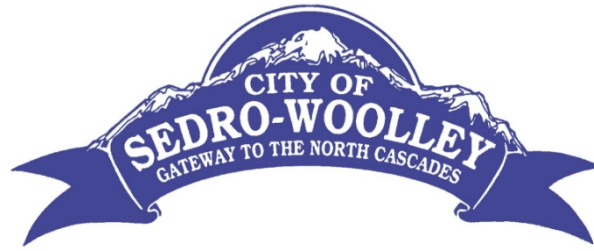
- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.



City Council Agenda Item

Agenda Item No.: f.1.

Date: December 11, 2024

From: Dan McIlraith, Police Chief

Subject: Josh Pelonio Skagit County EMS - Life Saver Award to Officer Seth Bass

RECOMMENDED ACTION:

Recognize Officer Seth Bass for his exceptional Life Saving Efforts while in the Line of Duty.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Officer Seth Bass Life Save Award:

Good evening Mayor and Council-

My name is Josh Pelonio and I am the Director at Skagit County EMS. I appreciate the opportunity to be here tonight.

As some of you may know Skagit County EMS has an award program for individuals both professional responders and ordinary citizens who help save a life. The award is called the Dr. Ron Richeson Life Saver Award which was established in 2015 in honor of Dr. Ron Richeson, the original Skagit County EMS Medical Program Director and founder of the Skagit County EMS System.

I want to start off by saying that First responders don't do what they do for recognition, they do it because it's part of their commitment and their obligation to serve the community and they rise to the occasion in complex and challenging situations because it's the right thing to do and because it's who they are. Most first responders scatter when you try to recognize them publicly, so I am pleased to say that we were able to corner Sedro-Woolley Police Officer Seth Bass here tonight.

I often say that EMS is a system of care that requires the coordination and teamwork of multiple disciplines taking decisive action to create the circumstances for the best possible outcome. This includes our 911 call-takers and dispatchers, law enforcement personnel, Fire/EMS personnel, and hospital staff.

In September of this year Officer Bass responded to a call for service involving an individual who had sustained a serious life-threatening traumatic injury. Amidst a chaotic scene with competing priorities, Officer Bass initiated bleeding control measures and assisted with the transition of care to arriving Firefighter EMTs from Skagit County Fire District 8 followed by Paramedics from Aero Skagit. The patient received stabilizing treatment by EMS and was transferred to our partners with Life Flight

Network and ultimately flown to Harborview Medical Center, our region's level 1 trauma center. There they underwent emergency surgical repair of their injuries, which resulted in a positive outcome and eventual discharge from the hospital.

Officer Bass, in recognition of your life-saving actions in administering bleeding control measures and contributing to the positive outcome of this incident, I am pleased to present you with the Dr. Ron Richeson Life Saver Award.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Richeson Award Bass

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My name is Josh Pelonio and I am the Director at Skagit County EMS. I appreciate the opportunity to be here tonight.

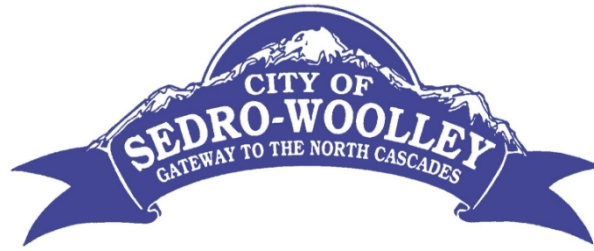
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City Council Agenda Item

Agenda Item No.: k.1.

Date: December 11, 2024

From: Nicole McGowan, Planner

Subject: Amendments to Chapter 17.100 "Accessory Dwelling Units (ADUs)" SWMC - Ordinance 2083-24 - Action Requested

RECOMMENDED ACTION:

Review the revised amendments; hold a public hearing and discuss the amendments; and make a motion to approve Ordinance 2083-24 adopting amendments to Chapter 17.100 "Accessory Dwelling Units (ADUs)" of the Sedro-Woolley Municipal Code.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The State Legislature passed House Bill No. 1337 which requires that all cities planning under the Growth Management Act (GMA), including the City of Sedro-Woolley, amend their municipal codes to allow at least two Accessory Dwelling units (ADUs) per lot in all zones where single-family homes are permitted. HB 1337 also prohibits cities from applying certain limitations on ADU size, prohibits cities from requiring owner occupancy, and provides additional direction regarding design, dimensional, setback, and parking standards for ADUs. These changes are intended to assist cities in expanding housing options by easing barriers to the construction and use of ADUs.

Cities fully planning under the GMA are required to be in compliance with HB 1337 within 6 months of completion of the periodic Comprehensive Plan update. The City of Sedro-Woolley's period update is due in June of 2025. However, as part of the 2025 Comprehensive Plan update, the Planning Department set a goal to transition from a paper to a digital permit application system. The Planning Department submitted an application to the Department of Commerce to obtain grant funding for this paper-to-digital transition. While the application was well-received, the City did not qualify to receive grant funding due to the fact that Chapter 17.100 "Accessory Dwelling Units (ADUs)" does not comply with HB 1337. The Planning Department recommends that the City Council consider amending the ADU regulations now to ensure eligibility for future grant funding opportunities.

On October 29, 2024, Planning staff sent the Department of Commerce a notice of intent to adopt these amendments with a request for expedited review. The Department of Commerce had the following comments:

- Replace current definitions for "Accessory Dwelling Unit" and "Dwelling Unit" in Section 17.04.030 SWMC with definitions from RCW.36.70A.696
- To clarify requirements for lot coverage under RCW 36.70A.681(2)(a)(ii) and (iii), add "regardless of

lot size" to ADU parking requirement

- Specify that detached ADUs may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley

The request for expedited review was granted on the condition that the above changes be made. The current draft of Ordinance 2083-24 (**Attachment 1**) includes these changes. Approving amendments as shown in the attached ordinance will bring the City into compliance with the requirements of HB 1337. The notice of the December 11, 2024 Public Hearing with the City Council is included as **Attachment 2**.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Ordinance 2083-24 Amending Ch 17.100 SWMC Accessory Dwelling Units (ADUs)

ORDINANCE NO. 2083-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING
CHAPTER 17.100 “ACCESSORY DWELLING UNITS (ADUs)” OF THE SEDRO-
WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, HB 1337, codified in RCW 36.70A.680-681, places limitations on local regulation of ADUs; and

WHEREAS, cities planning under the Growth Management Act must amend their codes to be in compliance with HB 1337 within 6 months of their periodic update; and

WHEREAS, HB 1337 requires cities to permit at least two ADUs per lot in all zones where single family homes are permitted, prohibits certain limitations on ADU size, prohibits cities from requiring owner occupancy, and provides additional direction regarding design, dimensional, setback, and parking standards; and

WHEREAS, the Sedro-Woolley Planning Department is in the midst of the 2025 Comprehensive Plan Update cycle; and,

WHEREAS, as part of the 2025 Comprehensive Plan Update, the Planning Department has set a goal to transition from a paper to a digital permit application system; and,

WHEREAS, the Planning Department submitted an application to the Department of Commerce for the “Paper to Digital Grant Program” in August of 2024; and,

WHEREAS, the City’s grant application to the Department of Commerce was well received, however, the City does not currently qualify to receive grant funds due to the fact that SWMC Section 17.100 does not comply with the requirements in HB 1337; and,

WHEREAS, the Planning Department recommends that the City Council consider a code amendment to SWMC Chapter 17.100 in order to bring it into compliance with HB 1337; and

WHEREAS, in light of the outright permissive nature of ADUs in residential areas, the requirement to complete a land use permit is not necessary and creates additional work for applicants and planning staff; and

WHEREAS, the current code related to R-15 zoning unlawfully prohibits ADUs; and

WHEREAS, additional work on Codes related to ADUs will be considered during the Comprehensive Plan update process.

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

Section One. Chapter 17.100 “Accessory Dwelling Units (ADUs)” of the Sedro-Woolley Municipal Code, last modified by Ord. 2043-23 § 1 (Exh. A) in 2023, is hereby amended to read as follows:

Sections:

- 17.100.010 Purpose and intent.
- 17.100.020 Permit required.
- 17.100.030 Standards and criteria.

Section 17.100.010 Purpose and intent.

The purpose of an accessory dwelling unit (ADU) is to:

- A. Add affordable units to existing housing and make housing units available to moderate-income residents who might otherwise have difficulty finding homes within the city.
- B. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship and/or security.
- C. Protect neighborhood stability, property values and the single-family residential appearance of the neighborhood by ensuring that accessory dwelling units are installed under the conditions of this title.

Section 17.100.020 Permit required.

A development authorization application is required for all accessory dwelling units. Application for an ADU shall be made in accordance with the permit procedures established in Chapter [2.90](#). The director shall have the authority to approve accessory dwelling units (ADUs) which are consistent with ~~single-family neighborhood character and~~ the regulations and provisions herein. ~~It is not the intent of these regulations to provide for ADUs on every residential property and they shall not be deemed to create a right or privilege to establish or maintain an ADU which is not strictly in compliance with these regulations.~~

Section 17.100.030 Standards and criteria.

Accessory dwelling units shall meet the following criteria:

- A. Accessory dwelling units are subject to the codes, regulations, and statutes adopted by reference in Chapter [15.04](#). The design and size of the accessory dwelling unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this title, the director or a designee may recommend modifications that will meet the intent of these codes. Such modifications shall be processed as a variance under this title.

B. ADUs are permitted on lots ~~with one single family home~~ in all zones that allow single family residences. The lot must meet minimum lot size requirements for the principal residence and may not contain more than one primary dwelling unit.

C. Only ~~two~~ one ADUs shall be permitted per lot.

D. An accessory dwelling unit may be attached or detached from the principal unit.

E. An accessory dwelling unit may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or by a combination of the following methods:

1. Alteration of interior space of the dwelling; or
2. Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
3. Addition of attached living area onto an existing dwelling; or
4. Construction of a detached living area.

F. The maximum size of an accessory dwelling shall not exceed ~~eight hundred one thousand~~ square feet, ~~or no more than sixty-six percent of primary dwelling floor area, whichever is smaller~~. The maximum height of an ADU shall not exceed twenty-~~four~~ feet; except the height of a structure containing an ADU over a garage (carriage house) may be increased to ~~twenty-five feet to~~ match the existing roof pitch of the primary residence, not to exceed thirty-five feet. If the height limitation on the primary residence is less than twenty-four feet, the maximum height of the ADU shall not exceed that limitation.

G. The minimum size of an accessory dwelling unit shall not be less than two hundred five square feet.

G.H. The accessory dwelling unit may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley.

H.I. The accessory dwelling unit must have a separate entrance from the primary unit.

I.J. The ADU shall be billed as a unit for monthly city utility billing purposes. Utilities between the primary dwelling unit and the ADU may be shared and may require upgrades to be in compliance with utility regulations. In all cases, the utility service shut-offs must be accessible to occupants of both units.

J.K. Unless the ADU is located within one-half mile walking distance to a major transit stop, as defined in RCW 36.70A.030(25), ~~One~~ off-street parking space per unit is required in addition to the off-street parking spaces required for the principal residence, regardless of lot size. Parking must be provided on the subject property, either off of an alley or on a

driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley. Parking shall be developed in accordance with the standards in Chapter [17.36](#).

~~K. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the accessory dwelling unit as their permanent residence for more than six months out of each year. The owner shall record a covenant with the Skagit County auditor stating that the owner resides at the property; the covenant shall be approved by the director. The property owner shall submit proof that the covenant has been recorded with the Skagit County auditor's office prior to issuance of the building permit.~~

~~The planning director may waive this requirement for temporary absences of less than one year, where the accessory unit has been a permitted use for at least two years and the owner submits proof of absence from the region.~~

~~K. L. Spec homes may be constructed with an associated ADU, if in compliance with this Chapter. under the following conditions~~

~~1. No more than fifty percent of the original homes in a platted subdivision may be constructed with an ADU. For phased plats, no more than fifty percent of the original homes in each individual phase may be constructed with an ADU. This section is not meant to limit any platted subdivision from having ADUs on more than fifty percent of the lots after the original homes are completed and sold; it is only intended to limit the number of ADUs constructed as part of the original subdivision construction;~~

~~2. Prior to sale, the spec home builder shall notify prospective purchasers in writing of the limitations on ADUs and the requirements of this chapter, including the owner occupancy requirement;~~

~~3. During the closing process of the sale, a covenant stating that the owner resides at the property shall be signed by the purchaser and recorded with the Skagit County auditor; and~~

~~4. The buyer is required to submit a copy of the recorded covenant to the planning department after recording.~~

~~L. The current owner will notify prospective purchasers of the limitations on ADUs.~~

~~M. Upon sale of the property, a new owner shall be required to amend the ADU development authorization application, sign a new affidavit stating that the owner will live on site and pay the Sedro-Woolley ADU reauthorization fee.~~

~~N. The ADU may not be segregated in ownership from the principal dwelling unit.~~

~~O. All accessory dwelling units shall also be subject to the condition that such a permit shall automatically expire whenever:~~

~~1. The accessory dwelling unit is substantially altered and is thus no longer in conformance with the approved plans; or~~

~~2. The subject lot ceases to maintain at least three off-street parking spaces; or~~

~~3. The owner ceases to own or reside in either the principal or the accessory dwelling unit as specified in subsection K of this section.~~

~~P.M.~~ Recreational vehicles, ~~“park models”~~ or temporary housing shall not be utilized as an accessory dwelling unit.

~~Q.N.~~ The accessory and principal dwelling unit shall comply with all applicable requirements of the International Residential Code and zoning ordinance as adopted or amended by the city.

~~R.O.~~ A permit for an accessory dwelling unit shall not be transferable to any lot other than the lot described in the application.

~~S.P.~~ ~~No more than four occupants may reside in an ADU, regardless of relationship.~~

~~T.Q.~~ ADUs shall ~~look like a residential building and resemble the primary dwelling. Metal-sided buildings (such as buildings that were originally designed as a shop or garage) must be improved to resemble~~comply with the same design guidelines as the primary dwelling. The planning director may approve alternate design of detached ADUs if the proposed building meets the design standards for residential buildings in a planned residential development. This clause is intended to allow for ADU designs that are aesthetically interesting but may not resemble the architecture of the primary dwelling. There are many off-the-shelf ADU designs that provide a high level of aesthetic interest, but may not be similar to the primary dwelling.

~~U.R.~~ The address of the ADU(s) shall be the same as the main house with an ~~“A”~~ “Ab” added to the end of the address number for the first ADU and a “B” added to the end of the address number for a second ADU. The address of the primary residence shall remain the same.

~~V.S.~~ Short-term rentals are not permitted on properties with an accessory dwelling unit.

~~W.T.~~ ~~The owner of any accessory dwelling unit established prior to the effective date of the ordinance codified in this chapter may submit application to the city to legally permit the existing unit pursuant to the provisions of this chapter. If application is made within eighteen months from the effective date of the ordinance codified in this chapter, no penalty shall be imposed for the maintenance of the nonpermitted accessory dwelling unit.~~

~~If the owner of an existing unauthorized ADU applies to make the unit legal, but cannot meet all of the standards, the owner will be allowed a “grace period” of six months from date of application to comply with applicable standards. However, where health and safety is an issue, the building official will determine when the necessary modifications must be made. If the owner cannot meet the standards, the unauthorized accessory unit must be removed or its use as a dwelling must be suspended.~~

Section Two. Chapter 17.16.010 “Use Restrictions” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

Section 17.16.010 Use Restrictions.

Use restrictions in the R-15 zone shall be as follows:

A. Permitted Uses.

1. Multifamily residential uses up to eight units per building or up to twelve units per building if the building is three stories and the units are evenly distributed between the three floors;
2. One single-family residence per lot;
3. Low-intensity agriculture;
4. Home occupations in compliance with Chapter [17.68](#);
5. Group homes;
6. Dependent relative cottages;
7. Professional offices;
8. Child day care centers meeting state requirements;
9. Planned residential developments;
10. Adult or family day care facilities meeting state requirements.
11. Accessory Dwelling Units (ADUs) in compliance with Chapter 17.100

Section Three. Section 2.90.100 “Submittal Requirements – Specific to Application Type” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

Section 2.90.100(B) Land Use Permit Submittal Requirements.

The Land Use Table in Section 2.90.100(B) is amended to delete reference to Accessory Dwelling Units.

Section Four. Section 17.04.030 “Definitions” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

“Accessory dwelling unit” (ADU) means a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable. ~~a smaller, secondary residential unit on the same lot as a primary dwelling. ADUs are independently habitable, clearly subordinate to the primary dwelling, and provide the basic requirements of shelter, heating,~~

~~cooking, and sanitation. An ADU is separated from the existing house by detachment, or if attached, by solid wall construction.~~ There are two types of ADUs:

1. ~~Attached accessory dwelling units located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable. Garden cottages are detached structures. Examples include converted garages or new construction.~~
2. ~~Detached accessory dwelling units that consist partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable, and is on the same property. Accessory suites are attached to or part of the primary dwelling. Examples include converted living space, attached garages, basements or attics, additions, or a combination thereof.~~

“Dwelling unit” means ~~a residential living unit that provides complete independent living facilities for one or more persons and that include permanent provisions for living, sleeping, eating, cooking, and sanitation a building or buildings providing complete housekeeping facilities including bathroom and kitchen for one household only,~~ excluding recreational vehicles, trailers, boats, prisons, and medical care facilities.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this ____ day of _____, 2024.

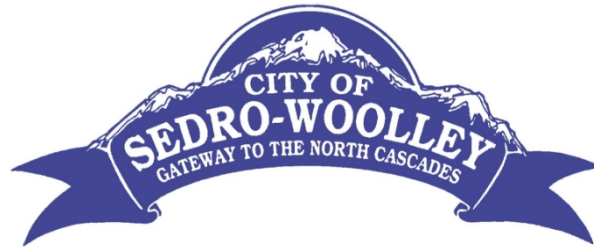
Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: 1.1.

Date: December 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Master Fee Schedule - Resolution 1155-24 - 2nd Read

RECOMMENDED ACTION:

Motion to approve Resolution 1155-24 updating the Master Fee Schedule effective January 1, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The only adjustment from the first read, was to correct consistency issues with cemetery niche wall rates.

Below is a summary of changes from 2024 to 2025:

- 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 – Minor changes for consistency
- 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. 2025 Master Fee Schedule w. Attachments

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	15.20
32 Gallon Toter	\$25.98		25.20
65 Gallon Toter	\$36.45		35.35
95 Gallon Toter	\$46.91		45.50
LOW INCOME - 20 Gallon Toter	\$12.54	Low Income - 80% of regular rate	12.16
LOW INCOME - 32 Gallon Toter	\$20.78		20.16
LOW INCOME - 65 Gallon Toter	\$29.16		28.28
LOW INCOME - 95 Gallon Toter	\$37.53		36.40
OPTIONAL: Food and Yard Waste	\$12.89 per Unit		12.50

RESIDENTIAL RECYCLING RATES

ITEM	RATE	ADD'T INFO	
Curbside Recycling	\$9.28 per Unit	single family + multifamily	9.00
LOW INCOME - Curbside Recycling	\$7.42 per Unit	80% of regular rate	7.20

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.	2.03
Diesel over \$4.00 per Gallon	\$2.63		2.55
Diesel over \$5.00 per Gallon	\$3.18		3.08

COMMERCIAL GARBAGE RATES (PERMANENT)

ITEM	RATE	ADD'T INFO	
32 Gallon Toter	\$27.32		26.50
65 Gallon Toter	\$36.45		35.35
95 Gallon Toter	\$49.02		47.55
1 Yard Dumpster	\$118.15		114.60
2 Yard Dumpster	\$156.20		151.50
3 Yard Dumpster	\$232.65		225.65
4 Yard Dumpster	\$306.36		297.15
6 Yard Dumpster	\$452.02		438.43
8 Yard Dumpster	\$604.29		586.12
20, 30 & 40 Yard Roll-Off	\$130.00 a Ton		104.00

DUMPSTER RENTALS (TEMPORARY)

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO	
1 Yard Dumpsters	\$39.29	\$3.86 per Day		38.11
2 Yard Dumpsters	\$69.49	\$3.86 per Day		67.40
3 Yard Dumpsters	\$107.24	\$3.86 per Day		104.02
4 Yard Dumpsters	\$122.38	\$7.71 per Day		118.70
6 Yard Dumpsters	\$182.76	\$7.71 per Day		177.26
8 Yard Dumpsters	\$243.22	\$7.71 per Day		235.91
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	104.00

Delivery + Pick Up: 1-8 Yard Dumpster	\$25.13	24.37
Delivery + Pick Up: 20, 30 & 40 Yard Dumpsters	\$73.55	71.34

EXTRA CHARGE ITEMS

ITEM	RATE	ADD'T INFO	
Recliner	\$17.00		15.00
Refrigerators /freezers	\$25.78		25.00
Other Appliances	\$17.00		15.00
Mattress	\$17.00		15.00
Couch	\$17.00		15.00
Tires	\$6.00		5.00
Wood Waste-Residential	\$12.36 per Yard	We Haul - \$12.36 per yard X 30 yards + \$242.05 haul fee	12.00
Wood Waste-Commercial	\$12.36 per Yard		12.00
Yard Waste - Commercial	\$12.36 per Yard	We Haul - \$12.36 per yard X 30 yards + \$103.00 haul fee	12.00
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	11.00
Cement - Commercial	\$11.33 per Ton		11.00
Chain & Lock (one-time fee) - All Dumpsters	\$15.47		15.00
Toter Replacement	\$114.01		110.58
Liner Replacement	\$102.01		98.94

COMMERCIAL RECYCLING

ITEM	MIXED PAPER	CARDBOARD	MIXED RECYCLING	
95 Gallon Container	\$72.17	Not available	\$72.17	70.00
2 Yard Dumpster	\$82.48	\$41.24	\$82.48	80.00
3 Yard Dumpster	\$113.41	\$46.40	\$113.41	110.00
4 Yard Dumpster	\$134.03	\$51.55	\$134.03	130.00
6 Yard Dumpster	\$168.05	\$56.71	\$168.05	163.00
8 Yard Dumpster	\$221.67	\$61.86	\$221.67	215.00

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	600.00
Mixed Recycling Companies	\$2,474	\$20.62	2,400.00
Junk Collector Companies	\$2,474	\$20.62	2,400.00
Penalties for Non-Compliance with Above Special Permits	\$0	\$515 per Violation	-
Solid Waste Truck Advertising	\$1,237	\$54 per Vehicle per Side per Mo	1,200.00
Hourly Charge for Solid Waste Department to Handle Improve Disposal	\$103 per Hour with Minimum of \$103, or cost of services		100.00

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.



2025 SEWER AND STORMWATER RATES

SEWER CONNECTION FEES		<i>SWMC 13.16.035</i>
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	

9,626.00

400.00

400.00

SEWER UTILITY SPECIAL CONNECTION FEES		<i>SWMC 13.16.037, 13.16.038, 13.16.039, 13.16.039.1, 13.16.039.2</i>
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		<i>SWMC 13.30.020, 13.30.030, 13.30.040, 13.30.130</i>
ITEM	RATE	ADD'T INFO
Residential	\$ 75.94	Base rate
multi residential	\$ 75.94	Base rate per unit for duplexes, triplexes and multifamily with 4 or more units
Nonresidential	\$ 75.94	Base rate
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 fro each ten mg/liter BOD greater than 360 mg/liter
Low Income Residential Household	\$ 60.76	
Outside City Limit	150%	

73.66

6.81

58.93

6.81

58.93

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	13.08
Class 2 Multifamily/condos with 2or more units	\$ 6.74	per month per unit	6.54
Class 3 Commercial/Industrial	\$ 13.49	per 10,000 sq. ft of land per parcel	13.08
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel	26.16
Class 4 Public Use Customer (Schools, Government Builings)	\$ 13.49	per 10,000 sq. ft of land per parcel	13.08
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel	26.16
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	13.08
Low Income Single Family	\$ 10.79	per month per parcel (80% of Class 1 rate)	10.47

**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



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

2,303.00

2,303.00

2,303.00

2,303.00

690.90

11.52

2,303.00

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

**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)	\$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)	\$300

Opening/Closing (Includes tent, chairs and greens)	\$300
Opening/Closing (No tent, chairs or greens)	\$250
Inscription (Single shutter inscription) each cremains \$175.00 + Sales Tax	\$275 + Sales Tax

added

175.00

175.00

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

\$0.05 per four files

added

added

47.59

**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



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	4,132.00	2,298.00
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,812	\$1,564	2,506.00	1,394.00
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,516	\$1,399	2,242.00	1,247.00
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,923	\$1,070	1,714.00	954.00
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,776	\$987	1,583.00	880.00
240	Mobile Home Park	0.58	DU	\$2,861	\$1,591	2,550.00	1,418.00
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,480	\$824	1,319.00	734.00
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,233	\$686	1,099.00	611.00
253	Congregate Care Facility	0.18	DU	\$888	\$494	791.00	440.00
254	Assisted Living	0.24	bed	\$1,184	\$659	1,055.00	587.00
255	Continuing Care Retirement Community	0.19	DU	\$937	\$522	835.00	465.00
260	Recreational Home	0.29	DU	\$1,431	\$795	1,275.00	709.00
-	Accessory Dwelling Unit (≥ 450 sf) ⁵	0.61	DU	\$3,009	\$1,673	2,682.00	1,491.00
-	Accessory Dwelling Unit (< 450 sf) ⁵	0.30	DU	\$1,480	\$824	1,319.00	734.00

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	% Prim ary 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	8,221.00	4,572.00
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,417	\$1,344	2,154.00	1,198.00
110	General Light Industrial	0.65	*	0.650	KSF	\$3,206	\$1,783	2,857.00	1,589.00
130	Industrial Park	0.34	*	0.340	KSF	\$1,677	\$932	1,495.00	831.00
140	Manufacturing	0.74	*	0.740	KSF	\$3,650	\$2,030	3,253.00	1,809.00
150	Warehousing	0.18	*	0.180	KSF	\$888	\$494	791.00	440.00
151	Mini Warehouse	0.15	*	0.150	KSF	\$739	\$412	659.00	367.00
170	Utilities	2.16	*	2.160	KSF	\$10,653	\$5,925	9,495.00	5,281.00
180	Speciality Trade Contractor	1.93	*	1.930	KSF	\$9,519	\$5,295	8,484.00	4,719.00
LODGING									
310	Hotel	0.59	*	0.590	room	\$2,910	\$1,619	2,594.00	1,443.00
311	All Suites Hotel	0.36	*	0.360	room	\$1,776	\$987	1,583.00	880.00
312	Business Hotel	0.31	*	0.310	room	\$1,529	\$850	1,363.00	758.00
320	Motel	0.36	*	0.360	room	\$1,776	\$987	1,583.00	880.00
RECREATIONAL									
411	Public Park	0.11	*	0.110	acre	\$543	\$302	484.00	269.00
416	Campground/RV Park	0.27	*	0.270	site	\$1,332	\$741	1,187.00	660.00
430	Golf Course	0.28	*	0.280	acre	\$1,381	\$769	1,231.00	685.00
432	Golf Driving Range	1.25	*	1.250	tee	\$6,165	\$3,429	5,495.00	3,056.00
433	Batting Cages	2.22	*	2.220	cage	\$10,950	\$6,090	9,759.00	5,428.00
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$8,088	\$4,499	7,209.00	4,010.00
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$17,658	\$9,821	15,738.00	8,753.00
437	Bowling Alley	1.16	*	1.160	KSF	\$5,721	\$3,182	5,099.00	2,836.00
445	Movie Theater	13.96	*	13.960	screen	\$68,855	\$38,296	61,368.00	34,132.00
488	Soccer Complex	16.43	*	16.430	field	\$81,038	\$45,072	72,226.00	40,171.00
490	Tennis Courts	4.21	*	4.210	court	\$20,765	\$11,549	18,507.00	10,293.00
491	Racquet/Tennis Club	3.82	*	3.820	court	\$18,842	\$10,479	16,793.00	9,340.00
492	Health Fitness Club	3.45	*	3.450	KSF	\$17,016	\$9,464	15,166.00	8,435.00
493	Athletic Club	6.29	*	6.290	KSF	\$31,024	\$17,255	27,651.00	15,379.00
495	Recreational Community Center	2.50	*	2.500	KSF	\$12,331	\$6,859	10,990.00	6,113.00
INSTITUTIONAL									
520	Elementary School	0.16	*	0.160	student	\$789	\$439	703.00	391.00
522	Middle/Junior High School	0.15	*	0.150	student	\$739	\$412	659.00	367.00
525	High School	0.14	*	0.140	student	\$690	\$384	615.00	342.00
528	School District Office	2.04	*	2.040	student	\$10,062	\$5,597	8,968.00	4,988.00
536	Charter Elementary School	0.16	*	0.160	student	\$789	\$439	703.00	391.00
540	Junior / Community College	0.11	*	0.110	student	\$543	\$302	484.00	269.00
560	Church	0.49	*	0.490	KSF	\$2,417	\$1,344	2,154.00	1,198.00
565	Day Care Center	11.12	44%	4.893	KSF	\$24,133	\$13,422	21,509.00	11,963.00
566	Cemetery	0.46	*	0.460	acre	\$2,269	\$1,262	2,022.00	1,125.00
571	Adult Detention Facility	0.08	*	0.080	bed	\$395	\$220	352.00	196.00
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,367	\$1,317	2,110.00	1,174.00
590	Library	8.16	*	8.160	KSF	\$40,247	\$22,385	35,871.00	19,951.00
MEDICAL									
610	Hospital	0.86	*	0.860	KSF	\$4,242	\$2,360	3,781.00	2,103.00
620	Nursing Home	0.14	*	0.140	bed	\$690	\$384	615.00	342.00
630	Clinic	3.69	*	3.690	KSF	\$18,200	\$10,123	16,221.00	9,022.00
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$17,411	\$9,684	15,518.00	8,631.00
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$7,497	\$4,169	6,682.00	3,716.00
OFFICE									
710	General Office	1.44	*	1.440	KSF	\$7,102	\$3,951	6,330.00	3,521.00
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$10,653	\$5,925	9,495.00	5,281.00
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$6,412	\$3,567	5,715.00	3,179.00
715	Single Tenant Office (≥10,000 sf)	1.76	*	1.760	KSF	\$8,681	\$4,828	7,737.00	4,303.00
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$19,384	\$10,781	17,276.00	9,609.00
730	Government Office Building	1.71	*	1.710	KSF	\$8,434	\$4,691	7,517.00	4,181.00

732	US Post Office	11.21	*	11.210	KSF	\$55,291	\$30,752	49,279.00	27,408.00
750	Office Park	1.30	*	1.300	KSF	\$6,412	\$3,567	5,715.00	3,179.00
760	Research and Development Center	0.98	*	0.980	KSF	\$4,834	\$2,688	4,308.00	2,396.00
770	Business Park	1.22	*	1.220	KSF	\$6,017	\$3,347	5,363.00	2,983.00

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	% Pri	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	4,062.00	2,259.00
811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,614	\$2,010	3,221.00	1,791.00
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$8,212	\$4,568	7,319.00	4,071.00
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$15,164	\$8,434	13,515.00	7,517.00
814	Variety Store	6.70	66%	4.422	KSF	\$21,811	\$12,131	19,439.00	10,812.00
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$19,896	\$11,066	17,733.00	9,863.00
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$10,877	\$6,050	9,694.00	5,392.00
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$25,330	\$14,089	22,576.00	12,557.00
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$19,126	\$10,638	17,046.00	9,481.00
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$11,069	\$6,156	9,865.00	5,487.00
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$29,395	\$16,350	26,199.00	14,572.00
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$16,895	\$9,397	15,058.00	8,375.00
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$21,453	\$11,931	19,120.00	10,634.00
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$7,455	\$4,146	6,644.00	3,695.00
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$11,936	\$6,639	10,638.00	5,917.00
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$18,496	\$10,288	16,485.00	9,169.00
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,798	\$2,113	3,385.00	1,883.00
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$10,634	\$5,914	9,478.00	5,271.00
848	Tire Store	3.75	72%	2.700	KSF	\$13,317	\$7,407	11,869.00	6,602.00
849	Tire Superstore	2.11	72%	1.519	KSF	\$7,493	\$4,167	6,678.00	3,714.00
850	Supermarket	8.95	64%	5.728	KSF	\$28,252	\$15,714	25,180.00	14,005.00
851	Convenience Store	49.11	49%	24.064	KSF	\$118,691	\$66,014	105,785.00	58,836.00
857	Discount Club	4.19	63%	2.640	KSF	\$13,020	\$7,241	11,604.00	6,454.00
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$6,966	\$3,874	6,209.00	3,453.00
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$6,551	\$3,643	5,839.00	3,247.00
863	Electronics Superstore	4.25	60%	2.550	KSF	\$12,578	\$6,996	11,210.00	6,235.00
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$11,557	\$6,428	10,300.00	5,729.00
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$9,018	\$5,015	8,037.00	4,470.00
875	Department Store	1.95	66%	1.287	KSF	\$6,348	\$3,531	5,658.00	3,147.00
876	Apparel Store	4.12	66%	2.719	KSF	\$13,412	\$7,459	11,954.00	6,648.00
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$20,215	\$11,244	18,017.00	10,021.00
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$19,728	\$10,972	17,583.00	9,779.00
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$19,211	\$10,685	17,122.00	9,523.00
882	Marijuana Dispensary	18.92	100%	18.920	KSF	\$93,319	\$51,903	83,172.00	46,259.00
890	Furniture Store	0.52	47%	0.244	KSF	\$1,205	\$671	1,074.00	598.00
899	Liquor Store	16.62	64%	10.637	KSF	\$52,464	\$29,180	46,759.00	26,007.00
SERVICES									
911	Walk-in Bank	12.13	65%	7.885	KSF	\$38,889	\$21,630	34,660.00	19,278.00
912	Drive-in Bank	21.01	65%	13.657	KSF	\$67,358	\$37,464	60,034.00	33,390.00
918	Hair Salon	1.45	65%	0.943	KSF	\$4,648	\$2,585	4,143.00	2,304.00
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$24,154	\$13,435	21,528.00	11,974.00
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$35,284	\$19,624	31,447.00	17,490.00
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$21,545	\$11,983	19,202.00	10,680.00
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$25,444	\$14,152	22,677.00	12,613.00
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$93,367	\$51,930	83,215.00	46,283.00
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$81,457	\$45,305	72,600.00	40,379.00
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$146,736	\$81,613	130,781.00	72,739.00
936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$90,781	\$50,491	80,910.00	45,001.00
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$96,155	\$53,480	85,700.00	47,665.00
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$8,182	\$4,551	7,292.00	4,056.00
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$30,897	\$17,183	27,537.00	15,315.00
942	Automobile Care Center	3.11	72%	2.239	KSF	\$11,045	\$6,143	9,844.00	5,475.00
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$7,315	\$4,068	6,520.00	3,626.00
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$39,793	\$22,133	35,466.00	19,726.00
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$10,902	\$6,063	9,717.00	5,404.00
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$13,471	\$7,493	12,006.00	6,678.00
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$15,921	\$8,855	14,190.00	7,892.00
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$15,848	\$8,814	14,125.00	7,856.00

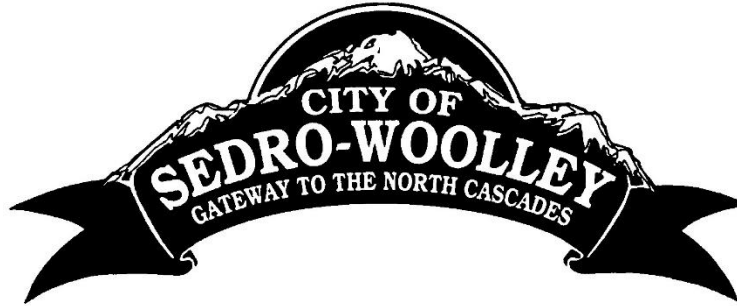
948	Automated Car Wash	77.50	58%	44.950	stall	\$221,707	\$123,311	197,600.00	109,903.00
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$44,113	\$24,535	39,316.00	21,867.00
970	Winery	7.31	100%	7.310	KSF	\$36,055	\$20,054	32,135.00	17,873.00
971	Brewery Taproom	9.83	100%	9.830	KSF	\$48,485	\$26,966	43,213.00	24,034.00
975	Drinking Place	11.36	100%	11.360	KSF	\$56,032	\$31,164	49,939.00	27,775.00

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	
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.

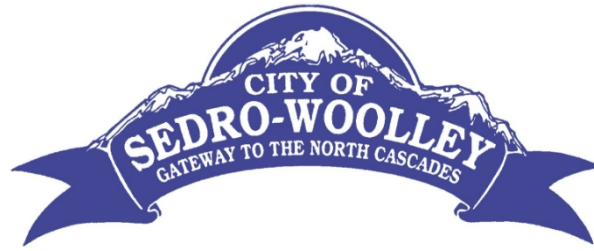
LIVE FIRE use - Includes use of station classroom. Also includes Car Fire and Dumpster Fire and all other props. The Burn permit fee is included in the price. Pallets are provided for burns. The user must supply all necessary materials. The city of Sedro-Woolley must provide a Safety Operator during 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.: 1.2.

Date: December 11, 2024

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

Subject: Interlocal Agreement - Fire District 8 - Renewal

RECOMMENDED ACTION:

If a final contract is included with this item, staff recommends approval.

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.

The City Council discussed this item extensively in previous meetings, adopting a set of guiding principles and providing ongoing direction as negotiations proceeded. Staff anticipated meeting with Fire District 8 on December 5th, but the District had a conflict and the meeting was rescheduled for December 9th, after the publishing of this packet. City staff reached a deal, consistent with the City Council's guiding principles, at the December 9th meeting with District 8 representatives. This updated packet includes updated text for this item, and new versions of the contract document. A copy of the final marked-up and clean versions of the interlocal agreement are attached for the City Council's review.

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. If this contract is approved, the District has agreed to pay the City \$567,912 for services in 2025 (to be reconciled early in 2026) and an escalated amount (by CPI) in 2026 that will be initially based upon the actual calls from 2025 and then reconciled early in 2027. This contract will also result in revenue during 2027, using the same formula, as it is a three-year contract.

ATTACHMENTS:

1. City of SW_District 8 2025-2027 COSW Final Clean
2. City of SW_District 8 2025-2027 COSW Final Markup
3. District 8 Negotiations Guiding Principles vs. D8 Proposal December 5

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-WOOLLEY**, 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, 2025 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 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 vehicle outside of Skagit County without prior District notification.
 - 4.2 The District shall have the authority to utilize the vehicle 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.
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 \$3,000,000.00 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. This area 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. 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 whether 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 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 amount of \$1,033 per call for 2025, 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 Response numbers and to true up the actual final cost for 2025 service, as determined by the cost per Response at \$1,033 for year for 2025 multiplied by the refocillated total number of Responses. This may result in the City refunding the District or the District paying the City an additional amount, based upon actual Response volume. The final amount of Responses determined for 2025, multiplied by the cost per Response 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. The District shall pay the City within forty-five days following receipt of a billing statement.

12.2 The annual cost per Response of \$1033, will increase by the October-to-October Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue. This amount will be bracketed with 1% being the minimum and 6% being the maximum increase for any given year. This CPI-U from October of the current year will be applied to the next year of billing. For example, the October 2024 to October 2025 CPI-U would increase the cost per Response for 2026.

12.3 For purposes of this Agreement a “Response” is defined as a response from the City of Sedro-Woolley with a Fire/Ems apparatus in addition to the EMS unit that is already contracted to respond for EMS. Responses that are dispatched in error or have no Sedro-Woolley response will not constitute a billable Response.

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: _____
Commissioner

By: _____
Mayor

By: _____
Commissioner

Attest: _____
City Clerk

By: _____
Commissioner

Approved as to form:

City Attorney

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City of SW – Skagit County Fire Protection District #8 Fire/Medical Services Contract 2025-2027
pg. 4

Jointly or cooperatively acquired, held, or disposed of pursuant to this Agreement.

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- 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: _____
Commissioner

By: _____
Mayor

By: _____
Commissioner

Attest: _____
City Clerk

By: _____
Commissioner

Approved as to form:

By: _____
Commissioner

City Attorney

DRAFT

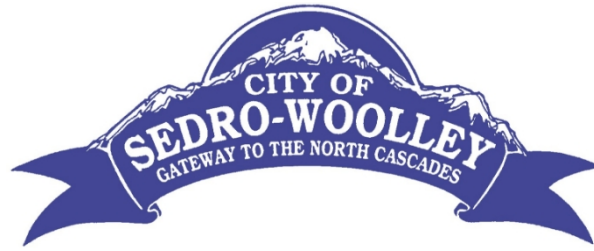
City of Sedro-Woolley

Interlocal Agreement with Fire District 8 for Fire and EMS Services

December 5, 2024 Negotiation Update

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.	City to hold current position.
It will include full direct cost recovery for Sedro-Woolley, based upon an amount determined from the fire department's budget, minus Skagit County EMS expenses, allocated	The District is proposing backing out some of the City's direct expenses	Open, see the row above. The District is requesting a fixed-rate contract. For the number of calls, at an estimated \$1,032 per call, the estimated direct full-cost recovery	City to hold position.

on an average cost per call basis.		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.	City to bracket CPI-U at 1% to 6%.



City Council Agenda Item

Agenda Item No.: m.1.

Date: December 11, 2024

From: Ashton Sandoval Oaks, Assistant Planner

Subject: Amendments to Chapters 12.40 and 17.50 SWMC - Ordinance No. 2093-24 -
Street Tree Regulations - 1st Read

RECOMMENDED ACTION:

First Read. Review and discuss proposed amendments to Chapters 12.40 and 17.50 SWMC to update street tree regulations, propose any recommended changes, and task staff with preparing for a public hearing at the next meeting if the draft is satisfactory.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

These proposed amendments are intended to strengthen, add clarity, and rectify inconsistencies within the city's street tree standards. Public hearings were held for this item on May 21, September 17, and November 19, 2024, during the regularly scheduled Planning Commission meeting.

The Public Works and Planning Departments have both experienced issues with street trees being planted too close to underground utility lines or sidewalks, as well as issues with trees that grow exceptionally high being planted underneath overhead utility lines and posing a fire hazard. Currently, some of the trees listed under SWMC 12.40.110 - Recommended Trees are not accurately categorized by size. For instance, trees that should be considered medium-sized trees due to trunk diameter or maximum height are currently listed under "small or narrow street trees." City-recommended street trees were reclassified and re-organized into a user-friendly table. Additionally, neither Chapters 12.40 nor 17.50 SWMC include specific regulations to require developers to install root barriers to protect sidewalks and underground infrastructure from future damage. The requirement for root barriers does exist in the Public Works Department standards, but is not referenced within the applicable areas of the municipal code.

At the May 21, 2024, Planning Commission meeting, Commissioners identified several areas of text in Chapters 12.40 and 17.50, as well as the Public Works Department standards, that contradict each other. Staff was tasked with ensuring consistency between all three of these. Identification of nuisance trees and the nuisance tree removal process was also considered during these meetings. These revisions were made and presented at the September 17, 2024 Planning Commission meeting. However, Commissioners noted that the nuisance tree removal process was unclear and that it should be clearly

outlined in the code. Staff was tasked with incorporating these changes. An explicit reference to Chapter 18.40 SWMC was included into the draft amendments under SWMC 12.40.130.

The Planning Commission conducted a third public hearing on November 19, 2024, and passed a motion to recommend approval of the proposed municipal code amendments to City Council, with the condition that the final sentence of SWMC 12.40.080 be removed from the proposed amendments. This sentence has been removed and the revised proposed amendments are included herein as **Attachment 1**.

A draft version of ordinance no. 2093-24 has been included herein as **Attachment 2**. Environmental review of the proposed ordinance was completed and a SEPA Determination of Non-Significance was issued on December 5, 2024, and is included herein as **Attachment 3**.

The proposed amendments are also supported by and implement the following goals and policies from the Land Use and Transportation Elements of the City's Comprehensive Plan:

Land Use Element

Goal LU4: To [...] preserve the characteristics of the natural environment.

Goal LU5: To preserve community character.

Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas.

Transportation Element

Goal T1: To provide safe, passable streets within the City of Sedro-Woolley.

Goal T4: To encourage alternate modes of transportation in accordance with the principals outlined in the city's adopted Complete Streets Resolution 952-17 and SWMC Chapter 15.40.030.

Policy T4.8: Continue existing program to construct missing sidewalk links, repair existing sidewalks, and other improvements to support pedestrian transportation.

FISCAL IMPACT, IF APPROPRIATE:

None anticipated.

ATTACHMENTS:

1. Draft Amendments 7 (12-11-24)
2. Ordinance 2093-24 - Tree Standards Update
3. SEPA DNS - Tree Standards Update (2024-25) (12-3-24) SIGNED

Chapter 12.40

TREE STANDARDS

Sections:

[12.40.010 Purpose.](#)

[12.40.020 Definitions.](#)

[12.40.030 Permission to plant trees.](#)

[12.40.040 Utility right-of-way.](#)

[12.40.050 Removal of trees and shrubs.](#)

[12.40.060 Trimming overhanging trees—Duty of property owner.](#)

[12.40.070 Clear vision area.](#)

[12.40.080 Care and disposition of existing trees.](#)

[12.40.090 Short plats, subdivisions and planned unit development—Tree planting in rights-of-way.](#)

[12.40.100 Prohibited trees.](#)

[12.40.110 Recommended trees.](#)

[12.40.120 Planting Standards](#)

[12.40.120130 Inspection and appeal.](#)

[12.40.130140 Reserved rights.](#)

12.40.010 Purpose.

It is hereby declared that the preservation and development of the beauty of nature is essential to the progress and growth of the city. It is the policy of the city to plant and maintain, and to encourage the planting and maintenance of, desirable trees and other plantings to enhance the beauty of the community for the health, welfare and safety of its citizens. The council has become concerned with the proper selection, location and care of trees planted in ~~planting~~~~parking~~ strips, other public places and adjacent areas, and has studied ways to eliminate problems connected with adequate street illumination, safety to the community.

preservation of public utilities, and providing the greatest aesthetic value to the city. The ordinance codified in this chapter is adopted for the purpose of establishing rules and regulations relating to the planting, care and maintenance of such trees. (Ord. [1382-00](#) § 1, 2000)

12.40.020 Definitions.

As used in this chapter, the following words and phrases shall have the meanings ascribed to them:

A. "Owner" means the legal owner of real property fronting or abutting on any property of the city and any lessees of such owner, including fee owner and holder of a purchaser's interest in a real estate contract.

~~B. "Parking strip" means that part of the public street or avenue, or right-of-way not covered by sidewalks, lying between the property line and the curb or that portion of the street or avenue being used for vehicular traffic.~~

B. "Planting strip" means that part of the public right-of-way lying between the sidewalk and back of curb, or lying between the sidewalk and the adjacent property boundary, which contains ground cover supportive of plant material.

C. "Public property" means all roads, streets, avenues, alleys, public rights-of-way, tree lawns, ~~plantingparking~~ strips or any public property or portion thereof of the city. (Ord. [1382-00](#) § 2, 2000)

12.40.030 Permission to plant trees.

All trees, shrubs and plants planted in any public place or right-of-way shall be with prior permission of the city and in accordance with the provisions of this chapter. No tree shall be planted in any ~~plantingparking~~ strip or public property less than ~~five~~four feet wide. No tree shall be planted closer to any curb or sidewalk than the following: small trees, two feet; medium trees, three feet; and large trees, four feet. On streets that do not have curbs and/or sidewalks or planters, the city shall approve the location of new trees consistent with street and sidewalk standards. No tree shall be planted within ~~twenty feet of another tree or within~~ twenty-five feet of a street light or intersection. No street tree shall be planted closer than twenty feet from any fire hydrant. Trees planted under utility lines shall not exceed a maximum mature height of twenty-~~five~~ feet. ~~Only No street tree other than small~~ and medium trees may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, transmission line, or other utility, provided the trees' mature height is less than or equal to twenty feet. (Ord. [1382-00](#) § 3, 2000)

Tree Size	Small, Narrow	Medium	Large
Minimum Planting Strip Width	5 feet	7 feet	10 feet
Average Tree Spacing	20 feet	30 feet	40 feet
Minimum Tree Setback from Vehicular traffic	2 feet from back of curb	3 feet from back of curb	4 feet from back of curb
Minimum Vertical Sidewalk Clearance	8 feet	8 feet	8 feet
Minimum Vertical Road Clearance	14 feet	14 feet	14 feet
Maximum Tree Height within 10 feet of an Overhead Utility	20 feet	20 feet	<i>Large trees prohibited</i>
Maximum Tree Height within 5 feet of an Underground Utility	20 feet	20 feet	<i>Large trees prohibited</i>

12.40.040 Utility right-of-way.

Notwithstanding any other provision of this chapter, all trees shall be placed and maintained in such a manner as not to interfere with any utility franchise, license or right-of-way granted, or to be granted, by the city. (Ord. [1382-00](#) § 4, 2000)

12.40.050 Removal of trees and shrubs.

The stumps and roots of trees or shrubs removed under the authority of this chapter shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The remaining roots shall be treated with a suitable compound to prevent future sprouting or growth. Roots from trees planted on public property or adjacent private property, which have disrupted or broken the adjacent street surface, sidewalk or curb, shall be repaired at the adjacent property owner's expense. (Ord. [1382-00](#) § 5, 2000)

12.40.060 Trimming overhanging trees—Duty of property owner.

All property owners within the corporate limits of the city shall, at their own expense, keep all trees, brush and other foliage from projecting out over the public streets and sidewalks and alleys so as not to interfere, in any way, with the use of street construction, utility franchises right-of-way and license, and cleaning equipment, nor shall the same interfere with sidewalk traffic or create a hazardous situation insofar as the same obstructs the view of motorists using the public streets. (Ord. [1382-00](#) § 5, 2000)

It shall be the responsibility of the adjacent property owner of the sidewalk to regularly trim street trees off the sidewalk to provide a vertical clearance of eight feet above the surface so as not to constitute a hazard or impediment to the progress or vision of anyone traveling on public property.

12.40.070 Clear vision area.

A clear vision area shall be maintained on the corners of all property adjacent to the intersection of two streets or of a street and a private drive or street, alley or railroad. A clear vision area shall contain no planting, fence or other temporary or permanent obstruction exceeding three feet in height, measured from the top of the curb, or where no curb exists, from the established centerline grade of the street. Taller trees may be permitted if all branches and foliage to a height of eight feet above the top of the curb or sidewalk and fourteen feet above the street are removed. No tree shall be planted closer than twenty feet from any public or private street corner, measured from the nearest intersection curb or curblane. ~~No street tree shall be planted closer than twenty feet from any fire hydrant.~~ (Ord. [1382-00](#) § 6, 2000)

12.40.080 Care and disposition of existing trees.

Any hazardous or nuisance trees in existence on the effective date of the ordinance codified in this chapter shall be removed or rectified by the property owner. The city may remove, or cause to be removed, at the expense of the abutting land owner, a tree or part of a tree which is in an unsafe condition or constitutes a public nuisance, or which by reason of its nature is injurious to utilities, sidewalks, capital facilities, or other public improvements, or which otherwise satisfies the criteria of types of nuisances as defined in 8.16.020 SWMC. If a hazardous or nuisance tree is not deemed an immediate danger to public safety or property, the city may require a report conducted by a certified arborist be submitted to the Public Works Department to determine whether such tree shall be removed and by what means. Hazardous or nuisance trees deemed immediately dangerous to public safety or property shall be removed at the expense of the abutting land owner. The final decision to remove a hazardous or nuisance tree shall be made by the Public Works Director. The city may, but is not required, to contribute to the cost of removal and replanting by payment or in-kind services. (Ord. [1382-00](#) § 7, 2000)

12.40.090 Short plats, subdivisions and planned ~~unit~~ residential development—Tree planting in rights-of-way.

Other than distances noted above from street corners and utilities, developers of short plats, subdivisions and ~~PRUDs~~ are required to plant trees in ~~planting~~parking strips per the following requirements: ~~Small t~~Small trees shall be planted every twenty feet ~~on average (at a minimum depending on the size of the tree), medium trees every thirty feet on average, and large trees every forty feet on average,~~ with ground cover or shrubs to be used liberally. In the instance of commercial or industrial planned unit development adjacent to residentially zoned property, trees must be planted a maximum of fifteen feet on-center and in conformance with the

remainder of the landscaping requirements established in Section [17.50.080](#) of the Sedro-Woolley Municipal Code. (Ord. [1382-00](#) § 8, 2000)

12.40.100 Prohibited trees.

Street trees must not become a nuisance or be a disruption to city infrastructure or public safety and general welfare. It is unlawful to plant in or on any plantingparking strip or other public property, the following kinds of trees: Poplar, Willow, Cottonwood, fruit-bearing or nut-bearing, Elkhorn, Mountain Ash, Oregon or Big-Leaf Maple. (Ord. [1382-00](#) § 9, 2000)

12.40.110 Recommended trees.

Trees appropriate under overhead utility lines shall be no taller than twenty feet at maximum height. Recommended trees that meet this requirement are identified below with "UT" (i.e. utility tree).

A. Small, ~~or~~ narrow street trees (~~minimum average~~ spacing: twenty feet, ~~minimum planting strip width: five feet, minimum tree setback from vehicular traffic: two feet from back of curb~~):

~~1. Ash (flowering ash);~~

~~2. Flowering Cherry (nonfruit bearing);~~

~~3. Laurel (California Laurel);~~

~~4. Magnolia (Evergreen magnolia);~~

~~5. Myrtle (Oregon myrtle);~~

~~6. Oak (Holly oak).~~

1. American Hornbeam (UT);

2. American Smoke Tree (UT);

3. Ash (Flowering ash);

4. Dogwood (Eddie's White Wonder dogwood [UT], Pacific dogwood [UT]);

5. Dove-tree;

6. Magnolia (Little Gem magnolia [UT]);

7. Maple (Bigtooth maple, Buckeye maple [UT], Burgundy Lace Japanese maple [UT], David's maple, Paperback maple [UT], Rocky Mountain maple [UT], Three Flower maple [UT], Trident maple [UT], Vine maple [UT]);

8. Myrtle (Sarah's Favorite Crape myrtle [UT]);

9. Oak (Crimson Spire oak);

10. Redbud (Oklahoma redbud) (UT);

11. Sourwood;

12. Washington Hawthorn (UT).

B. Medium Size Street Trees (minimum average spacing: thirty feet, minimum planting strip width: seven feet, minimum tree setback from vehicular traffic: three feet from back of curb):

1. Ash (Flame, Golden Desert, etc.);

2. Beech (Rivers Purple beech);

3. Birch (Paper birch, River birch);

4. Crabapple (Flowering crabapple);

5. Gum (sweet gum);

6. Honey Locust;

7. Linden (Littleleaf linden);

8. Maple (Autumn Blaze, October Glory, Norwegian Sunset, Pacific Sunset, Autumn Flame, Hedge maple);

9. Maple (Red maple);

10. Maple (Sugar maple);

11. Oak (Scarlet oak, English oak);

12. Redwood (Dawn redwood);

13. Yellowwood;

~~14. Village green.~~

1. Ash (Flame, Golden Desert);

2. Beech (Rivers Purple beech);

3. Birch (Paper birch, River birch);

4. Crabapple (Flowering crabapple) (UT);

5. Ginkgo Biloba (*male species only*);

6. Laurel (California laurel);

7. Linden (Littleleaf linden);

8. Magnolia (Kobus magnolia);

9. Maple (Autumn Blaze, Autumn Flame, Hedge maple [UT], Norwegian Sunset, October Glory, Pacific Sunset, Red maple, Sugar maple);

10. Redbud (Eastern redbud [UT], Forest Pansy redbud [UT]);

11. Village Green Zelkova;

12. Yellowwood.

C. Large Boulevard Trees (~~minimum average~~ spacing: forty feet, minimum planting strip width: ten feet, minimum tree setback from vehicular traffic: four feet from back of curb):

~~1. Beech (European beech, etc.);~~

~~2. Chestnuts (Chinese chestnuts, Ft. McNair Pink Horsechestnut);~~

~~3. Maidenhair tree;~~

~~4. Sycamore maple;~~

~~5. Oak (Red oaks);~~

~~6. Tulip tree.~~

1. Beech (European beech, etc.);

2. Chestnut (Chinese chestnut, Fort McNair Pink Horsechestnut);
3. Elm (American elm, Athena Classic elm, Frontier elm, Homestead elm) (*Dutch Elm Disease resistant species only*);
4. Linden (Silver linden);
5. Maple (Sycamore maple);
6. Oak (Chinkapin oak, Garry oak, Oregon White, Red oak, Scarlet oak);
7. Shawnee Brave Bald Cypress;
8. Sweet Gum;
9. Tulip Tree.

Small, Narrow	Medium Sized	Large Boulevard	Trees Recommended beneath Overhead Utility Lines	Prohibited Street Trees
American Hornbeam	Ash (Flame, Golden Desert)	Beech (European beech, etc.)	American Hornbeam	Big-Leaf Maple
American Smoke Tree	Beech (Rivers Purple beech)	Chestnuts (Chinese chestnuts, Ft. McNair Pink Horsechestnut)	American Smoke Tree	Cottonwood
Buckeye Maple	Birch (Paper birch, River birch)	Elm (American elm, Athena Classic elm, Frontier elm, Homestead elm) (Dutch Elm Disease resistant only)	Buckeye Maple	Elkhorn
Burgundy Lace Japanese Maple	Crabapple (flowering crabapple)	Gum (Sweet gum)	Burgundy Lace Japanese Maple	Fruit- or nut-bearing trees
Dogwood (Eddie's White Wonder dogwood, Pacific dogwood)	Ginkgo Biloba (male only)	Oak (Red oak, Oregon White, Chinkapin, Scarlet oak, Garry oak)	Crabapple (Flowering Crabapple)	Mountain Ash
Dove-Tree	Laurel (California Laurel)	Shawnee Brave Bald Cypress	Eastern Redbud	Oregon Maple
Flowering Ash	Linden (Littleleaf linden)	Silver Linden	Eddie's White Wonder Dogwood	Poplar
Little Gem Magnolia	Magnolia (Kobus Magnolia)	Sycamore maple	Forest Pansy Redbud	Willow
Maple (Bigtooth Maple, David's maple, Paperback maple, Rocky Mountain maple, Trident maple, Vine maple)	Maple (Autumn Blaze, October Glory, Norwegian Sunset, Pacific Sunset, Autumn Flame, Hedge maple, Red maple, Sugar maple)	Tulip Tree	Hedge Maple	
Oak (Crimson Spire oak)	Redbud (Eastern redbud, Forest Pansy redbud)		Little Gem Magnolia	
Oklahoma Redbud	Village Green Zelkova		Oklahoma Redbud	
Sarah's Favorite Crape Myrtle	Yellowwood		Pacific Dogwood	
Sourwood			Paperback Maple	
Three Flower Maple			Rocky Mountain Maple	
Washington Hawthorn			Sarah's Favorite Crape Myrtle	
			Three Flower Maple	
			Trident Maple	
			Vine Maple	
			Washington Hawthorn	

Adjacent property owners may recommend alternative tree species. These trees will be subject to approval by the city following review of the recommended species. (Ord. [1382-00](#) § 10, 2000)

12.40.120 Planting standards.

A. Street trees shall be planted in accordance with the standards of SWMC 17.50.070.

B. Where street trees are planted in the planting strip of the public right-of-way and/or within five feet of an underground utility line, root barriers as required per the Public Works Department standards shall be installed to protect such infrastructure from future damage.

12.40.130~~120~~ Inspection and appeal.

A. The city may inspect any tree upon or which overhangs any public property or lawn to determine whether the same or any portion thereof is in such a condition as to constitute a hazard or impediment to the progress or vision of anyone traveling on public property. Any tree or part thereof growing upon private or public property, but overhanging or interfering with the use of public property that endangers life, health, safety or property, or is otherwise in violation of this chapter, is hereby declared to be a public nuisance. The city shall by written notice require the adjacent property owner to abate the nuisance by trimming, destroying or removal, at the owner's cost and expense. The property owner shall have thirty days from the date of the notification of the nuisance to remove or trim the hazardous or nuisance tree. If the adjacent property owner does not cause the nuisance to be corrected or removed, the city may abate the nuisance as outlined in 18.40 SWMC and the cost shall be assessed to the adjacent property owner.

B. Appeals from the city determination that a nuisance exists may be made by any citizen or the adjacent property owner within ten days after the property owner is notified of the city determination. Such determination may be appealed to the city council at the next regularly scheduled meeting. Action taken by the city council on such appeal shall be final.

C. If the owner of such private property does not correct or remove such nuisance within thirty days after receipt of written notice from the city, they shall be guilty of a civil infraction, and subject to a monetary penalty of not more than the amount listed in the master fee schedule adopted by resolution of the city council. Each day for which the violation is allowed to continue shall be a separate offense. Nothing contained in this chapter shall be deemed to impose any liability upon the city, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree upon his property or under his control in such a condition as to prevent it from constituting a public nuisance as defined in this section. (Ord. [2013-22](#) § 36, 2022; Ord. [1382-00](#) § 11, 2000)

12.40.140~~130~~ Reserved rights.

Nothing in this chapter shall create a property right or interest in the public right-of-way for adjoining owners. The city may amend or repeal all or part of this chapter at any time.
(Ord. [1382-00](#) § 12, 2000)

Chapter 17.50

LANDSCAPING

Sections:

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[17.50.140 Parking lot landscaping.](#)

17.50.010 Purpose.

A. A provision of quality landscaping is necessary to maintain property values, enhance the appearance of the city, mitigate impacts of development such as erosion and light/glare, promote natural systems, improve air quality, provide habitat, reduce noise, reduce the impacts on storm drainage systems, and provide a buffer between land uses.

B. Landscaping can be provided as a tool to be used in partnership with potential developers and citizens in Sedro-Woolley to enhance the community. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.020 Applicability.

- A. The requirements of this chapter shall be imposed at the time of land use permit review, including: land alteration or land development such as subdivisions, short subdivisions, a change in lot coverage, a change in area devoted to parking and circulation, and projects requiring design review.
- B. This chapter does not apply to a permit for a single-family dwelling less than one acre, unless restrictions have been placed on clearing and site design under separate permit authority.
- C. This chapter does not apply to areas within the central business district (CBD) which is bounded on the north and west by the railroad tracks, on the south by State Street, and on the east by Puget Avenue. This area is substantially developed on zero setbacks from the right-of-way, making it impractical to provide on-site landscaping which would satisfy the purpose and intent of this chapter. Businesses located in this exempt area are encouraged to participate in other projects and improvements programs to enhance and improve the character and appearance of the city. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.030 Site landscaping required review.

The planning director shall use the Sedro-Woolley design and development guidelines landscaping section as it pertains to that zone as a guide for design and layout when reviewing applications.

- A. The director shall perform landscape review for all applications, permits and land use actions.
- B. The public works department shall review all landscape and irrigation system designs. Irrigation shall be designed in accordance with Skagit PUD No. 1. (Ord. [2032-22](#) § 14, 2023; Ord. [1593-07](#) § 1, 2007; Ord. [1517-05](#) § 1 (part), 2005)

17.50.040 Minimum site requirements.

- A. In no case shall the total amount of landscaping be less than ten percent of the total site area. For subdivisions, the total amount of landscaping shall be not less than ten percent of the combined net lot area plus ten percent of the site open space. Developments may include any critical area and/or shoreline buffer areas when calculating landscape area if native vegetation is enhanced.
- B. Stormwater detention dry ponds can only be included in the minimum landscaping area if low impact development techniques are used.
- C. Zoning/Use Classification—Percent of Gross Site Area.

Residential 15	20%
Residential in Mixed Commercial	20%
Mixed Commercial (excluding the CBD)	15%
Industrial	10%
Commercial uses in industrial district	15%
Public	10%
PRD's and CUP's	As required by planning commission

(Ord. [1517-05](#) § 1 (part), 2005)

17.50.050 Prohibited uses.

The following uses are not permitted in required landscape areas:

- A. Parking of motor vehicles or recreational vehicles, including: campers, travel trailers, motor homes, boats or trailers;
- B. Installation of impervious surfaces;
- C. Storage of materials, including, but not limited to, hazardous waste, industrial equipment, and supplies. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.060 Landscaping plan submittal requirements.

If the landscaped and irrigated area on the subject property exceeds five hundred square feet, or if the applicant requests the low impact development option, the director shall require approval of the proposed landscape plan by a privately retained licensed landscape architect, Washington Certified Nurseryman or Washington Certified Landscaper. All landscaping plans shall be prepared in accordance with the following requirements:

- A. Ten sets of landscape plans drawn to a scale of one inch equals fifty feet or larger (e.g., one inch equals thirty feet, one inch equals twenty feet). The plan should include a bar scale for reference;
- B. Name and address or location of the project;
- C. Vicinity map;
- D. Scale, north arrow and date of the plan;

- E. All property lines, easements, rights-of-way, streets, walks, vehicular drives, parking lots, existing and proposed structures, building entrances, freestanding lights, service or loading areas, signs, overhead and belowground utilities, open spaces, plazas, and recreation amenities with materials noted;
- F. Location, sizes and species of existing vegetation within landscape areas. Natural areas should be designated as such;
- G. Location of all trees, shrubs and ground cover to be planted;
- H. Any proposed or existing physical elements (such as fencing, curbing, benches, etc.) that may affect the overall landscape;
- I. Parking layout, including circulation, driveway location, parking stalls and curbing;
- J. Existing and proposed contours (maximum five-foot intervals, two feet contours preferred), elevations, and delineation of any critical areas;
- K. Dimensioned landscaped areas;
- L. Location of irrigation system, source of water, and type of irrigation system;
- M. A legend that shows symbols and type of plantings;
- N. All plant materials shall be shown on the landscaping plan at three-quarters mature size in appropriate relation to the chosen scale of the plan;
- O. The plan shall state the estimated date for installation and completion of all plantings and finish materials;
- P. The landscape plan shall identify the location and dimensions of any designated environmentally sensitive areas and required buffers;
- Q. A plant schedule shall be included which indicates the scientific and common names, quantities, sizes and spacing for all plants in the landscape plan. Quantities are not required on a preliminary landscape plan;
- R. Planting details including installation and maintenance notes and or requirements;
- S. PUD approval for irrigation systems;
- T. Identify type and number of significant trees; identify those significant trees to be saved and those to be removed and identify replacement stumpage. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.070 Minimum landscape material specifications.

- A. The applicant shall utilize plant materials that complement the natural character of the Pacific Northwest that are drought tolerant and are adaptable to the climatic, topographic, and hydrologic characteristics of the site.
- B. If the subject property includes a sensitive or critical area, the applicant shall utilize plant species that enhance that sensitive area.
- C. The applicant should utilize plant materials that reduce or eliminate the need for fertilizers, herbicides, or other chemical controls, especially for properties that include wildlife habitat areas, shorelines, or wetlands.
- D. Street trees shall be provided as follows:
1. Minimum planting strip width: ~~ten feet;~~ five feet for small trees, seven feet for medium trees, and ten feet for large trees;
 2. ~~Maximum~~ Spacing: Trees shall be planted at an average of ~~twenty~~ thirty feet apart for small trees, an average of thirty feet apart for medium trees, and an average of forty feet apart for large trees, with ground cover or shrubs used liberally;
 3. Plant ~~V~~varieties: Trees utilized in this area shall be of varieties that do not conflict with underground and overhead utilities. These trees may be selected from the city's suggested list of plant materials, or an approved equivalent.
- E. All plantings shall have the following minimum size at installation:
1. Deciduous trees: ~~two~~ three-inch caliper;
 2. Evergreen trees: six-foot minimum height ~~range~~;
 3. Vine maples and other multi-stemmed trees: seven-foot minimum height;
 4. Medium and tall shrubs: twenty-four-~~to thirty~~-inch minimum height;
 5. Ground cover: four-~~inch~~ minimum heightes (approximately eighteen inches on center);
 6. Shall not interfere with sight distance;
 7. Shall not be installed within ~~two~~ three feet of back of curb for ~~speed less than thirty-five mph and ten feet from back of curb for thirty-five mph or over~~ small trees, within

three feet of back of curb for medium trees, or within four feet of back of curb for large trees. (Ord. [1517-05](#) § 1 (part), 2005)

F. Where trees are to be planted in the planting strip of the public right-of-way or within five feet of a pedestrian walkway and/or underground utility line, root barriers as required per the Public Works Department standards shall be installed to protect such infrastructure from future damage.

17.50.080 Low impact development option.

The purpose of this option is to provide an additional landscaping option that has the potential to reduce impacts on the existing stormwater drainage infrastructure, and aid in meeting Endangered Species Act requirements. Low impact development strives to protect or restore the natural hydrology of the site so that the overall integrity of the watershed is protected. Low impact development is encouraged by the city of Sedro-Woolley because it:

- A. Protects the environment;
- B. Reduces costs to developers;
- C. Makes communities more attractive;
- D. Uses vegetation and small-scale hydraulic controls to capture, treat and infiltrate stormwater on site.

More specific information about low impact development will be available as requested through the planning and public works departments. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.090 Maintenance of plant materials.

The following performance standards shall apply to all landscape areas of which this chapter applies:

- A. The property owner shall replace any unhealthy or dead plant materials in conformance with the approved landscape development proposal and shall maintain all landscape material.
- B. An assignment of funds or performance bond shall be for one hundred twenty-five percent of the estimated improvements. The funds shall remain in place until the last required planting of the subject development has been planted. Only then, the assignment of funds or performance bond shall be reduced as a maintenance guarantee in an amount that is fifty percent of the original assignment of funds for performance. The maintenance guarantee shall include maintenance during the guarantee period and replacement of dead or unhealthy plants at the conclusion of the guarantee period. The length of the guarantee shall be no less than one year with an eighty percent survival rate and always cover at least one growing season (May

through September). The end date of the assignment of funds or performance bond shall be determined by the city and applicant.

C. Maintenance of landscaping intended for screening purposes shall be pruned or altered to maintain planting health only, not to maximize retail visibility or minimize screening.

D. The required landscaping must be installed prior to issuance of the temporary certificate of occupancy unless the director determines that an assignment of funds or performance bond, for a period of not more than a year, will adequately protect the interests of the city. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.100 Stormwater ponds.

A. Site improvements meant to control water runoff shall be designed, when reasonably possible, to fulfill multiple functions including:

1. Regulate stormwater discharge;
2. Improve water quality;
3. Provide wildlife habitat;
4. Provide an aesthetic amenity;
5. Provide passive recreation opportunities such as walking or sitting areas; sports fields or fountains;
6. Provide shade for water temperature mitigation.

B. Any required site drainage plan, including conceptual plans, shall include the location and landscape design of stormwater ponds.

C. Stormwater ponds shall be used as aesthetic features in the site master plan. The following shall be considered when designing ponds:

1. Reduce the need for fencing by designing safe ponds which have side slopes less than 3:1 and normal water depths less than twenty-four inches;
2. Create ponds that are irregular in shape;
3. Design the pond to blend in with the surrounding environmental conditions;
4. Provide a topographic bench around the perimeter of the pond for safety;

5. Retain any existing high quality vegetation around perimeter of site;
6. Provide a pedestrian walkway and seating areas around perimeter;
7. Utilize landscaping to provide shade, create habitat, and add screening;
8. No landscaping below one-hundred-year storm elevation.

These guidelines do not replace standards for stormwater retention/detention pond design. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.110 Existing site vegetation.

Significant existing trees and shrubs shall be incorporated into the landscaping. "Significant trees" shall be those eight inches evergreen and ten inches deciduous trees in diameter at a point five feet above ground level. The site plan for the project shall include the location of significant trees, and shall identify which trees will be retained on the site. Care shall be taken in the grading and construction process so as not to disturb the roots and drip line of existing trees to be retained, and to ensure proper irrigation. Orange construction fencing will be constructed outside the drip line of existing trees. If significant trees cannot be incorporated into the site design because of street or building design, such trees shall be replaced with equivalent stumpage for over ten percent reduction as approved by the city planner. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.120 Screening requirements.

A. Purpose. The requirements of this section are intended to reduce the visual impacts and incompatible characteristics of:

1. Abutting properties with different land use classifications;
2. Service areas and facilities, including loading and storage areas;
3. Any other use or area as required under this section or by the planning commission;
4. Oncoming or glaring headlights when required by the public works department.

B. Landscaping. Screen planting shall consist of evergreen trees planted a maximum of fifteen feet on center; deciduous trees for seasonal color and texture planted a maximum of fifteen feet on center; and medium-sized shrubs (three to five feet at maturity) at five feet on center and ground cover plants at a density to form an effective barrier to cover eighty-five percent of the ground surface within two years. Irrigation must be installed for all screening areas.

C. Minimum Width. The landscaped screening area shall be thirty feet wide and vegetation shall be eighty percent sight-obscuring at time of planting and one hundred percent within two years that extends a minimum of six feet above the adjacent sidewalk or road right-of-way unless the use of an earth berm, fence, or wall is incorporated into the screening, as provided below:

1. Earth Berm Alternative. If an earth berm that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the width of the screening area may be reduced to fifteen feet with landscaping per subsection B of this section.
2. Fence Alternative. If a fence that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the width of the screening area may be reduced to fifteen feet with landscaping per subsection B of this section. The fence shall be subject to design approval by the planning director.
3. Wall Alternative. If a wall that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the screening area may be reduced to ten feet with landscaping per subsection B of this section. Screen walls shall be constructed with masonry, block, or textured concrete, subject to design approval by the planning director.

D. Uses Requiring Screening. Screening is required to protect adjacent properties from probable negative impacts of any permitted or conditional use in a zone. Screening shall be required in the following instances:

1. Developments located in zones on the left side of the chart, below, shall provide screening when adjoining zones specified on the right side of the chart.

Zone to Be Developed	Zone to Be Screened
Residential-15 (R-15)	Any other residential zone
Public	Any residential zone
Mixed commercial	Any residential zone
Industrial	Any residential zone, mixed commercial zone, public zone

2. Mobile home parks shall have screening installed around the perimeter of the development in the required open space buffer, which shall not be less than twenty feet in width.

3. Unless otherwise required through the conditional use process, screening is not required along public rights-of-way except in the industrial zone. Screening along public rights-of-way is required in the industrial zone when the zoning across the public right-of-way is zoned anything other than industrial.

E. Any material that enhances the visual appearance and screening may be utilized. All screening materials are subject to design review as per Chapter [15.44](#). (Ord. [1664-10](#) § 2 (Exh. D), 2010; Ord. [1517-05](#) § 1 (part), 2005)

17.50.130 Street tree requirement.

The applicant of a project requiring a land use permit or design review by the city shall provide street trees in the public right-of-way abutting the property in accordance with SWMC Chapter [12.40](#). (Ord. [1517-05](#) § 1 (part), 2005)

17.50.140 Parking lot landscaping.

The provisions of this section are intended to soften the visual effect created by large expanses of barren asphalt; increase the amount of permeable surface; and reduce the quantity and speed of runoff from the site:

- A. Area of Application. The provisions of this section shall apply to the interior of parking areas providing twenty or more spaces;
- B. Required Area. Fifteen square feet of landscaping per parking space;
- C. Minimum Width. Planting islands shall have a minimum width of eight feet;
- D. Location of Plantings Areas. Parking area landscaping shall be located at the ends of parking columns, between the parking stalls oriented in the same direction as the stalls, or between rows of parking to break up and define parking areas;
- E. Tree and Shrub Requirements. A minimum of one tree shall be required for every one hundred fifty square feet, or fraction thereof, of required landscaped area. Deciduous trees shall have a clear trunk at least five feet above ground and a minimum size of two inches diameter breast high (dbh). Low shrubs shall be provided on the perimeter of the landscaping islands, in addition to other ground cover or flowers. Other landscape materials shall comply with the general provisions of this section;
- F. Landscape Protection. Any trees, shrubs, or plants which are susceptible to damage by pedestrian or motor vehicles shall be protected by appropriate curbs, tree guards or other protective devices;

G. Pedestrian walkways may be included in landscaped areas and the standards of this section modified to accommodate them. (Ord. [1517-05](#) § 1 (part), 2005)

ORDINANCE NO. 2093-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTERS 12.40 AND 17.50 SWMC TO UPDATE STREET TREE REGULATIONS

WHEREAS, currently, Chapters 12.40 and 17.50 SWMC establish regulations for street trees and landscaping, respectively; and

WHEREAS, the City supports preservation of the natural environment, community character, and high standards of appearance in areas with increased public visibility; and

WHEREAS, the City supports protection of critical utility infrastructure from vegetation encroachment, including but not limited to both overhead and underground power, water, sewage, gas, and telecommunication lines; and

WHEREAS, the City possesses an obligation to protect public safety and property from trees located in the public right-of-way that may create nuisance conditions; and

WHEREAS, the Planning Commission discussed amendments to Chapters 12.40 and 17.50 SWMC to update street tree regulations at its April 16 and May 21, 2024 meetings; and

WHEREAS, the Planning Commission held a public hearing on this matter during the May 21, 2024 meeting. At that meeting, the Commission reviewed the draft amendments, and, following a public hearing, tasked Planning staff with additional revisions to correct discrepancies between Chapter 12.40 SWMC, Chapter 17.50 SWMC, and the Public Works Department Standards; and

WHEREAS, following the May 21, 2024, public hearing, the Planning Commission pursued further discussion during the June 18, July 16, and September 17, 2024, Planning Commission meetings. These discussions primarily regarded the process of identification of nuisance street trees and the removal process for when a tree in the public right-of-way is identified as a nuisance; and

WHEREAS, the Planning Commission held a public hearing on this matter during the September 17, 2024 meeting. At that meeting, the Commission reviewed the draft amendments, and, following a public hearing, tasked Planning staff with additional revisions to clarify the nuisance street tree identification process; and

WHEREAS, following the September 17, 2024, public hearing, the Planning Commission pursued further discussion during the October 15 and November 19, 2024, Planning Commission meetings. These discussions were made to ensure consistency with other nuisance procedures adopted by the City in Title 18 “Code Enforcement” SWMC; and

WHEREAS, the Planning Commission held a public hearing on this matter during the November 19, 2024 meeting. At the meeting, the Commission reviewed the draft amendments, and, following a public hearing, passed a motion to recommend approval of the draft amendments presented at the November 19, 2024, Planning Commission meeting to City Council, with the condition that the final proposed sentence of section 12.40.080 SWMC is removed from the proposed amendments; 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 December 5,

2024. A 15-day expedited review was requested and, not having received any comments, granted by Commerce. The comment period ended December 20, 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 December 5, 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. Chapters 12.40 and 17.50 SWMC are hereby amended as follows:

Chapter 12.40
TREE STANDARDS

Sections:

12.40.010 Purpose.

12.40.020 Definitions.

12.40.030 Permission to plant trees.

12.40.040 Utility right-of-way.

12.40.050 Removal of trees and shrubs.

12.40.060 Trimming overhanging trees—Duty of property owner.

12.40.070 Clear vision area.

12.40.080 Care and disposition of existing trees.

12.40.090 Short plats, subdivisions and planned unit development—Tree planting in rights-of-way.

12.40.100 Prohibited trees.

12.40.110 Recommended trees.

12.40.120 Planting Standards

12.40.~~120~~130 Inspection and appeal.

12.40.~~130~~140 Reserved rights.

12.40.010 Purpose.

It is hereby declared that the preservation and development of the beauty of nature is essential to the progress and growth of the city. It is the policy of the city to plant and maintain, and to encourage the planting and maintenance of, desirable trees and other plantings to enhance the beauty of the community for the health, welfare and safety of its citizens. The council has become concerned with the proper selection, location and care of trees planted in ~~planting~~~~parking~~ strips, other public places and adjacent areas, and has studied ways to eliminate problems connected with adequate street illumination, safety to the community, preservation of public utilities, and providing the greatest aesthetic value to the city. The ordinance codified in this chapter is adopted for the purpose of establishing rules and regulations relating to the planting, care and maintenance of such trees. (Ord. [1382-00](#) § 1, 2000)

12.40.020 Definitions.

As used in this chapter, the following words and phrases shall have the meanings ascribed to them:

A. “Owner” means the legal owner of real property fronting or abutting on any property of the city and any lessees of such owner, including fee owner and holder of a purchaser’s interest in a real estate contract.

~~B. “Parking strip” means that part of the public street or avenue, or right-of-way not covered by sidewalks, lying between the property line and the curb or that portion of the street or avenue being used for vehicular traffic.~~

~~B. “Planting strip” means that part of the public right-of-way lying between the sidewalk and back of curb, or lying between the sidewalk and the adjacent property boundary, which contains ground cover supportive of plant material.~~

C. “Public property” means all roads, streets, avenues, alleys, public rights-of-way, tree lawns, plantingparking strips or any public property or portion thereof of the city. (Ord. [1382-00](#) § 2, 2000)

12.40.030 Permission to plant trees.

All trees, shrubs and plants planted in any public place or right-of-way shall be with prior permission of the city and in accordance with the provisions of this chapter. No tree shall be planted in any plantingparking strip or public property less than ~~five~~four feet wide. No tree shall be planted closer to any curb or sidewalk than the following: small trees, two feet; medium trees, three feet; and large trees, four feet. On streets that do not have curbs and/or sidewalks or planters, the city shall approve the location of new trees consistent with street and sidewalk standards. No tree shall be planted within ~~twenty feet of another tree or within~~ twenty-five feet of a street light or intersection. No street tree shall be planted closer than twenty feet from any fire hydrant. Trees planted under utility lines shall not exceed a maximum mature height of twenty~~five~~ feet. Only ~~No street tree other than~~ small and medium trees may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, transmission line, or other utility, provided the trees’ mature height is less than or equal to twenty feet. (Ord. [1382-00](#) § 3, 2000)

Tree Size	Small, Narrow	Medium	Large
Minimum Planting Strip Width	5 feet	7 feet	10 feet
Average Tree Spacing	20 feet	30 feet	40 feet
Minimum Tree Setback from Vehicular traffic	2 feet from back of curb	3 feet from back of curb	4 feet from back of curb
Minimum Vertical Sidewalk Clearance	8 feet	8 feet	8 feet
Minimum Vertical Road Clearance	14 feet	14 feet	14 feet
Maximum Tree Height within 10 feet of an Overhead Utility	20 feet	20 feet	<i>Large trees prohibited</i>
Maximum Tree Height within 5 feet of an Underground Utility	20 feet	20 feet	<i>Large trees prohibited</i>

12.40.040 Utility right-of-way.

Notwithstanding any other provision of this chapter, all trees shall be placed and maintained in such a manner as not to interfere with any utility franchise, license or right-of-way granted, or to be granted, by the city. (Ord. [1382-00](#) § 4, 2000)

12.40.050 Removal of trees and shrubs.

The stumps and roots of trees or shrubs removed under the authority of this chapter shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the Ordinance No. 2093-24 Amending Chapters 12.40 “Tree Standards” and 17.50 “Landscaping” SWMC

ground. The remaining roots shall be treated with a suitable compound to prevent future sprouting or growth. Roots from trees planted on public property or adjacent private property, which have disrupted or broken the adjacent street surface, sidewalk or curb, shall be repaired at the adjacent property owner's expense. (Ord. [1382-00](#) § 5, 2000)

12.40.060 Trimming overhanging trees—Duty of property owner.

All property owners within the corporate limits of the city shall, at their own expense, keep all trees, brush and other foliage from projecting out over the public streets and sidewalks and alleys so as not to interfere, in any way, with the use of street construction, utility franchises right-of-way and license, and cleaning equipment, nor shall the same interfere with sidewalk traffic or create a hazardous situation insofar as the same obstructs the view of motorists using the public streets. (Ord. [1382-00](#) § 5, 2000)

It shall be the responsibility of the adjacent property owner of the sidewalk to regularly trim street trees off the sidewalk to provide a vertical clearance of eight feet above the surface so as not to constitute a hazard or impediment to the progress or vision of anyone traveling on public property.

12.40.070 Clear vision area.

A clear vision area shall be maintained on the corners of all property adjacent to the intersection of two streets or of a street and a private drive or street, alley or railroad. A clear vision area shall contain no planting, fence or other temporary or permanent obstruction exceeding three feet in height, measured from the top of the curb, or where no curb exists, from the established centerline grade of the street. Taller trees may be permitted if all branches and foliage to a height of eight feet above the top of the curb or sidewalk and fourteen feet above the street are removed. No tree shall be planted closer than twenty feet from any public or private street corner, measured from the nearest intersection curb or curbline. ~~No street tree shall be planted closer than twenty feet from any fire hydrant.~~ (Ord. [1382-00](#) § 6, 2000)

12.40.080 Care and disposition of existing trees.

Any hazardous or nuisance trees in existence on the effective date of the ordinance codified in this chapter shall be removed or rectified by the property owner. The city may remove, or cause to be removed, at the expense of the abutting land owner, a tree or part of a tree which is in an unsafe condition or constitutes a public nuisance, or which by reason of its nature is injurious to utilities, sidewalks, capital facilities, or other public improvements, or which otherwise satisfies the criteria of types of nuisances as defined in 8.16.020 SWMC. If a hazardous or nuisance tree is not deemed an immediate danger to public safety or property, the city may require a report conducted by a certified arborist be submitted to the Public Works Department to determine whether such tree shall be removed and by what means. Hazardous or nuisance trees deemed immediately dangerous to public safety or property shall be removed at the expense of the abutting land owner. The final decision to remove a hazardous or nuisance tree shall be made by the Public Works Director. The city may, but is not required, to contribute to the cost of removal and replanting by payment or in-kind services. (Ord. [1382-00](#) § 7, 2000)

12.40.090 Short plats, subdivisions and planned ~~unit~~ residential development—Tree planting in rights-of-way.

Other than distances noted above from street corners and utilities, developers of short plats, subdivisions and PRUDs are required to plant trees in plantingparking strips per the following requirements: Small ~~Trees~~ shall be planted every twenty feet on average (at a minimum depending on the size of the tree), medium trees every thirty feet on average, and large trees every forty feet on average, with ground cover or shrubs to be used liberally. In the instance of commercial or industrial planned unit development adjacent to residentially zoned property, trees must be planted a maximum of fifteen feet on-center and in conformance with the remainder of the landscaping requirements established in Section [17.50.080](#) of the Sedro-Woolley Municipal Code. (Ord. [1382-00](#) § 8, 2000)

12.40.100 Prohibited trees.

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Street trees must not become a nuisance or be a disruption to city infrastructure or public safety and general welfare. It is unlawful to plant in or on any ~~planting~~parking strip or other public property, the following kinds of trees: Poplar, Willow, Cottonwood, fruit-bearing or nut-bearing, Elkhorn, Mountain Ash, Oregon or Big-Leaf Maple. (Ord. [1382-00](#) § 9, 2000)

12.40.110 Recommended trees.

Trees appropriate under overhead utility lines shall be no taller than twenty feet at maximum height. Recommended trees that meet this requirement are identified below with “UT” (i.e. utility tree).

A. Small, ~~or~~ narrow street trees (~~minimum average~~ spacing: twenty feet, minimum planting strip width: five feet, minimum tree setback from vehicular traffic: two feet from back of curb):

- ~~1. Ash (flowering ash);~~
- ~~2. Flowering Cherry (nonfruit bearing);~~
- ~~3. Laurel (California Laurel);~~
- ~~4. Magnolia (Evergreen magnolia);~~
- ~~5. Myrtle (Oregon myrtle);~~
- ~~6. Oak (Holly oak).~~
1. American Hornbeam (UT);
2. American Smoke Tree (UT);
3. Ash (Flowering ash);
4. Dogwood (Eddie’s White Wonder dogwood [UT], Pacific dogwood [UT]);
5. Dove-tree;
6. Magnolia (Little Gem magnolia [UT]);
7. Maple (Bigtooth maple, Buckeye maple [UT], Burgundy Lace Japanese maple [UT], David’s maple, Paperback maple [UT], Rocky Mountain maple [UT], Three Flower maple [UT], Trident maple [UT], Vine maple [UT]);
8. Myrtle (Sarah’s Favorite Crape myrtle [UT]);
9. Oak (Crimson Spire oak);
10. Redbud (Oklahoma redbud) (UT);
11. Sourwood;
12. Washington Hawthorn (UT).

B. Medium Size Street Trees (~~minimum average~~ spacing: thirty feet, minimum planting strip width: seven feet, minimum tree setback from vehicular traffic: three feet from back of curb):

- ~~1. Ash (Flame, Golden Desert, etc.);~~
- ~~2. Beech (Rivers Purple beech);~~
- ~~3. Birch (Paper birch, River birch);~~
- ~~4. Crabapple (Flowering crabapple);~~
- ~~5. Gum (sweet gum);~~
- ~~6. Honey Locust;~~
- ~~7. Linden (Littleleaf linden);~~
- ~~8. Maple (Autumn Blaze, October Glory, Norwegian Sunset, Pacific Sunset, Autumn Flame, Hedge maple);~~
- ~~9. Maple (Red maple);~~
- ~~10. Maple (Sugar maple);~~
- ~~11. Oak (Scarlet oak, English oak);~~
- ~~12. Redwood (Dawn redwood);~~
- ~~13. Yellowwood;~~
- ~~14. Village green.~~
1. Ash (Flame, Golden Desert);
2. Beech (Rivers Purple beech);
3. Birch (Paper birch, River birch);
4. Crabapple (Flowering crabapple) (UT);

5. Ginkgo Biloba (*male species only*);
6. Laurel (California laurel);
7. Linden (Littleleaf linden);
8. Magnolia (Kobus magnolia);
9. Maple (Autumn Blaze, Autumn Flame, Hedge maple [UT], Norwegian Sunset, October Glory, Pacific Sunset, Red maple, Sugar maple);
10. Redbud (Eastern redbud [UT], Forest Pansy redbud [UT]);
11. Village Green Zelkova;
12. Yellowwood.

C. Large Boulevard Trees (~~minimum~~average spacing: forty feet, minimum planting strip width: ten feet, minimum tree setback from vehicular traffic: four feet from back of curb):

- ~~1. Beech (European beech, etc.);~~
- ~~2. Chestnuts (Chinese chestnuts, Ft. McNair Pink Horsechestnut);~~
- ~~3. Maidenhair tree;~~
- ~~4. Sycamore maple;~~
- ~~5. Oak (Red oaks);~~
- ~~6. Tulip tree.~~
1. Beech (European beech, etc.);
2. Chestnut (Chinese chestnut, Fort McNair Pink Horsechestnut);
3. Elm (American elm, Athena Classic elm, Frontier elm, Homestead elm) (*Dutch Elm Disease resistant species only*);
4. Linden (Silver linden);
5. Maple (Sycamore maple);
6. Oak (Chinkapin oak, Garry oak, Oregon White, Red oak, Scarlet oak);
7. Shawnee Brave Bald Cypress;
8. Sweet Gum;
9. Tulip Tree.

Small, Narrow	Medium Sized	Large Boulevard	Trees Recommended beneath Overhead Utility Lines	Prohibited Street Trees
American Hornbeam	Ash (Flame, Golden Desert)	Beech (European beech, etc.)	American Hornbeam	Big-Leaf Maple
American Smoke Tree	Beech (Rivers Purple beech)	Chestnuts (Chinese chestnuts, Ft. McNair Pink Horsechestnut)	American Smoke Tree	Cottonwood
Buckeye Maple	Birch (Paper birch, River birch)	Elm (American elm, Athena Classic elm, Frontier elm, Homestead elm) (Dutch Elm Disease resistant only)	Buckeye Maple	Elkhorn
Burgundy Lace Japanese Maple	Crabapple (flowering crabapple)	Gum (Sweet gum)	Burgundy Lace Japanese Maple	Fruit- or nut-bearing trees
Dogwood (Eddie's White Wonder dogwood, Pacific dogwood)	Ginkgo Biloba (male only)	Oak (Red oak, Oregon White, Chinkapin, Scarlet oak, Garry oak)	Crabapple (Flowering Crabapple)	Mountain Ash
Dove-Tree	Laurel (California Laurel)	Shawnee Brave Bald Cypress	Eastern Redbud	Oregon Maple
Flowering Ash	Linden (Littleleaf linden)	Silver Linden	Eddie's White Wonder Dogwood	Poplar
Little Gem Magnolia	Magnolia (Kobus Magnolia)	Sycamore maple	Forest Pansy Redbud	Willow
Maple (Bigtooth Maple, David's maple, Paperback maple, Rocky Mountain maple, Trident maple, Vine maple)	Maple (Autumn Blaze, October Glory, Norwegian Sunset, Pacific Sunset, Autumn Flame, Hedge maple, Red maple, Sugar maple)	Tulip Tree	Hedge Maple	
Oak (Crimson Spire oak)	Redbud (Eastern redbud, Forest Pansy redbud)		Little Gem Magnolia	
Oklahoma Redbud	Village Green Zelkova		Oklahoma Redbud	
Sarah's Favorite Crape Myrtle	Yellowwood		Pacific Dogwood	
Sourwood			Paperback Maple	
Three Flower Maple			Rocky Mountain Maple	
Washington Hawthorn			Sarah's Favorite Crape Myrtle	

			Three Flower Maple	
			Trident Maple	
			Vine Maple	
			Washington Hawthorn	

Adjacent property owners may recommend alternative tree species. These trees will be subject to approval by the city following review of the recommended species. (Ord. [1382-00](#) § 10, 2000)

12.40.120 Planting standards.

A. Street trees shall be planted in accordance with the standards of SWMC 17.50.070.

B. Where street trees are planted in the planting strip of the public right-of-way and/or within five feet of an underground utility line, root barriers as required per the Public Works Department standards shall be installed to protect such infrastructure from future damage.

12.40.~~130~~120 Inspection and appeal.

A. The city may inspect any tree upon or which overhangs any public property or lawn to determine whether the same or any portion thereof is in such a condition as to constitute a hazard or impediment to the progress or vision of anyone traveling on public property. Any tree or part thereof growing upon private or public property, but overhanging or interfering with the use of public property that endangers life, health, safety or property, or is otherwise in violation of this chapter, is hereby declared to be a public nuisance. The city shall by written notice require the adjacent property owner to abate the nuisance by trimming, destroying or removal, at the owner's cost and expense. The property owner shall have thirty days from the date of the notification of the nuisance to remove or trim the hazardous or nuisance tree. If the adjacent property owner does not cause the nuisance to be corrected or removed, the city may abate the nuisance as outlined in 18.40 SWMC and the cost shall be assessed to the adjacent property owner.

B. Appeals from the city determination that a nuisance exists may be made by any citizen or the adjacent property owner within ten days after the property owner is notified of the city determination. Such determination may be appealed to the city council at the next regularly scheduled meeting. Action taken by the city council on such appeal shall be final.

C. If the owner of such private property does not correct or remove such nuisance within thirty days after receipt of written notice from the city, they shall be guilty of a civil infraction, and subject to a monetary penalty of not more than the amount listed in the master fee schedule adopted by resolution of the city council. Each day for which the violation is allowed to continue shall be a separate offense. Nothing contained in this chapter shall be deemed to impose any liability upon the city, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree upon his property or under his control in such a condition as to prevent it from constituting a public nuisance as defined in this section. (Ord. [2013-22](#) § 36, 2022; Ord. [1382-00](#) § 11, 2000)

12.40.~~140~~130 Reserved rights.

Nothing in this chapter shall create a property right or interest in the public right-of-way for adjoining owners. The city may amend or repeal all or part of this chapter at any time. (Ord. [1382-00](#) § 12, 2000)

Chapter 17.50 LANDSCAPING

Sections:

17.50.010 Purpose.

- 17.50.020 Applicability.**
- 17.50.030 Site landscaping required review.**
- 17.50.040 Minimum site requirements.**
- 17.50.050 Prohibited uses.**
- 17.50.060 Landscaping plan submittal requirements.**
- 17.50.070 Minimum landscape material specifications.**
- 17.50.080 Low impact development option.**
- 17.50.090 Maintenance of plant materials.**
- 17.50.100 Stormwater ponds.**
- 17.50.110 Existing site vegetation.**
- 17.50.120 Screening requirements.**
- 17.50.130 Street tree requirement.**
- 17.50.140 Parking lot landscaping.**

17.50.010 Purpose.

- A. A provision of quality landscaping is necessary to maintain property values, enhance the appearance of the city, mitigate impacts of development such as erosion and light/glare, promote natural systems, improve air quality, provide habitat, reduce noise, reduce the impacts on storm drainage systems, and provide a buffer between land uses.
- B. Landscaping can be provided as a tool to be used in partnership with potential developers and citizens in Sedro-Woolley to enhance the community. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.020 Applicability.

- A. The requirements of this chapter shall be imposed at the time of land use permit review, including: land alteration or land development such as subdivisions, short subdivisions, a change in lot coverage, a change in area devoted to parking and circulation, and projects requiring design review.
- B. This chapter does not apply to a permit for a single-family dwelling less than one acre, unless restrictions have been placed on clearing and site design under separate permit authority.
- C. This chapter does not apply to areas within the central business district (CBD) which is bounded on the north and west by the railroad tracks, on the south by State Street, and on the east by Puget Avenue. This area is substantially developed on zero setbacks from the right-of-way, making it impractical to provide on-site landscaping which would satisfy the purpose and intent of this chapter. Businesses located in this exempt area are encouraged to participate in other projects and improvements programs to enhance and improve the character and appearance of the city. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.030 Site landscaping required review.

The planning director shall use the Sedro-Woolley design and development guidelines landscaping section as it pertains to that zone as a guide for design and layout when reviewing applications.

- A. The director shall perform landscape review for all applications, permits and land use actions.
- B. The public works department shall review all landscape and irrigation system designs. Irrigation shall be designed in accordance with Skagit PUD No. 1. (Ord. [2032-22](#) § 14, 2023; Ord. [1593-07](#) § 1, 2007; Ord. [1517-05](#) § 1 (part), 2005)

17.50.040 Minimum site requirements.

- A. In no case shall the total amount of landscaping be less than ten percent of the total site area. For subdivisions, the total amount of landscaping shall be not less than ten percent of the combined net lot area plus ten percent of the site open space. Developments may include any critical area and/or shoreline buffer areas when calculating landscape area if native vegetation is enhanced.
- B. Stormwater detention dry ponds can only be included in the minimum landscaping area if low impact development techniques are used.
- C. Zoning/Use Classification—Percent of Gross Site Area.

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Residential 15	20%
Residential in Mixed Commercial	20%
Mixed Commercial (excluding the CBD)	15%
Industrial	10%
Commercial uses in industrial district	15%
Public	10%
PRD's and CUP's	As required by planning commission

(Ord. [1517-05](#) § 1 (part), 2005)

17.50.050 Prohibited uses.

The following uses are not permitted in required landscape areas:

- A. Parking of motor vehicles or recreational vehicles, including: campers, travel trailers, motor homes, boats or trailers;
- B. Installation of impervious surfaces;
- C. Storage of materials, including, but not limited to, hazardous waste, industrial equipment, and supplies. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.060 Landscaping plan submittal requirements.

If the landscaped and irrigated area on the subject property exceeds five hundred square feet, or if the applicant requests the low impact development option, the director shall require approval of the proposed landscape plan by a privately retained licensed landscape architect, Washington Certified Nurseryman or Washington Certified Landscaper. All landscaping plans shall be prepared in accordance with the following requirements:

- A. Ten sets of landscape plans drawn to a scale of one inch equals fifty feet or larger (e.g., one inch equals thirty feet, one inch equals twenty feet). The plan should include a bar scale for reference;
- B. Name and address or location of the project;
- C. Vicinity map;
- D. Scale, north arrow and date of the plan;
- E. All property lines, easements, rights-of-way, streets, walks, vehicular drives, parking lots, existing and proposed structures, building entrances, freestanding lights, service or loading areas, signs, overhead and belowground utilities, open spaces, plazas, and recreation amenities with materials noted;
- F. Location, sizes and species of existing vegetation within landscape areas. Natural areas should be designated as such;
- G. Location of all trees, shrubs and ground cover to be planted;
- H. Any proposed or existing physical elements (such as fencing, curbing, benches, etc.) that may affect the overall landscape;
- I. Parking layout, including circulation, driveway location, parking stalls and curbing;
- J. Existing and proposed contours (maximum five-foot intervals, two feet contours preferred), elevations, and delineation of any critical areas;
- K. Dimensioned landscaped areas;
- L. Location of irrigation system, source of water, and type of irrigation system;
- M. A legend that shows symbols and type of plantings;

- N. All plant materials shall be shown on the landscaping plan at three-quarters mature size in appropriate relation to the chosen scale of the plan;
- O. The plan shall state the estimated date for installation and completion of all plantings and finish materials;
- P. The landscape plan shall identify the location and dimensions of any designated environmentally sensitive areas and required buffers;
- Q. A plant schedule shall be included which indicates the scientific and common names, quantities, sizes and spacing for all plants in the landscape plan. Quantities are not required on a preliminary landscape plan;
- R. Planting details including installation and maintenance notes and or requirements;
- S. PUD approval for irrigation systems;
- T. Identify type and number of significant trees; identify those significant trees to be saved and those to be removed and identify replacement stumpage. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.070 Minimum landscape material specifications.

- A. The applicant shall utilize plant materials that complement the natural character of the Pacific Northwest that are drought tolerant and are adaptable to the climatic, topographic, and hydrologic characteristics of the site.
- B. If the subject property includes a sensitive or critical area, the applicant shall utilize plant species that enhance that sensitive area.
- C. The applicant should utilize plant materials that reduce or eliminate the need for fertilizers, herbicides, or other chemical controls, especially for properties that include wildlife habitat areas, shorelines, or wetlands.
- D. Street trees shall be provided as follows:
 - 1. Minimum planting strip width: ~~ten feet;~~ five feet for small trees, seven feet for medium trees, and ten feet for large trees;
 - 2. ~~Maximum~~ Spacing: Trees shall be planted at an average of ~~twentythree~~ feet apart for small trees, an average of thirty feet apart for medium trees, and an average of forty feet apart for large trees, with ground cover or shrubs used liberally;
 - 3. Plant ~~V~~varieties: Trees utilized in this area shall be of varieties that do not conflict with underground and overhead utilities. These trees may be selected from the city's suggested list of plant materials, or an approved equivalent.
- E. All plantings shall have the following minimum size at installation:
 - 1. Deciduous trees: ~~twothree~~-inch caliper;
 - 2. Evergreen trees: six-foot minimum height ~~range;~~
 - 3. Vine maples and other multi-stemmed trees: seven-foot minimum height;
 - 4. Medium and tall shrubs: twenty-four ~~to thirty~~-inch minimum height;
 - 5. Ground cover: four ~~-inch~~ minimum heightes (approximately eighteen inches on center);
 - 6. Shall not interfere with sight distance;
 - 7. Shall not be installed within ~~twothree~~ feet of back of curb for ~~speed less than thirty five mph and ten feet from back of curb for thirty five mph or over~~ small trees, within three feet of back of curb for medium trees, or within four feet of back of curb for large trees. (Ord. [1517-05](#) § 1 (part), 2005)
- F. Where trees are to be planted in the planting strip of the public right-of-way or within five feet of a pedestrian walkway and/or underground utility line, root barriers as required per the Public Works Department standards shall be installed to protect such infrastructure from future damage.

17.50.080 Low impact development option.

The purpose of this option is to provide an additional landscaping option that has the potential to reduce impacts on the existing stormwater drainage infrastructure, and aid in meeting Endangered Species Act requirements. Low impact development strives to protect or restore the natural hydrology of the site so

Ordinance No. 2093-24 Amending Chapters 12.40 "Tree Standards" and 17.50 "Landscaping" SWMC

that the overall integrity of the watershed is protected. Low impact development is encouraged by the city of Sedro-Woolley because it:

- A. Protects the environment;
 - B. Reduces costs to developers;
 - C. Makes communities more attractive;
 - D. Uses vegetation and small-scale hydraulic controls to capture, treat and infiltrate stormwater on site.
- More specific information about low impact development will be available as requested through the planning and public works departments. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.090 Maintenance of plant materials.

The following performance standards shall apply to all landscape areas of which this chapter applies:

- A. The property owner shall replace any unhealthy or dead plant materials in conformance with the approved landscape development proposal and shall maintain all landscape material.
- B. An assignment of funds or performance bond shall be for one hundred twenty-five percent of the estimated improvements. The funds shall remain in place until the last required planting of the subject development has been planted. Only then, the assignment of funds or performance bond shall be reduced as a maintenance guarantee in an amount that is fifty percent of the original assignment of funds for performance. The maintenance guarantee shall include maintenance during the guarantee period and replacement of dead or unhealthy plants at the conclusion of the guarantee period. The length of the guarantee shall be no less than one year with an eighty percent survival rate and always cover at least one growing season (May through September). The end date of the assignment of funds or performance bond shall be determined by the city and applicant.
- C. Maintenance of landscaping intended for screening purposes shall be pruned or altered to maintain planting health only, not to maximize retail visibility or minimize screening.
- D. The required landscaping must be installed prior to issuance of the temporary certificate of occupancy unless the director determines that an assignment of funds or performance bond, for a period of not more than a year, will adequately protect the interests of the city. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.100 Stormwater ponds.

A. Site improvements meant to control water runoff shall be designed, when reasonably possible, to fulfill multiple functions including:

- 1. Regulate stormwater discharge;
- 2. Improve water quality;
- 3. Provide wildlife habitat;
- 4. Provide an aesthetic amenity;
- 5. Provide passive recreation opportunities such as walking or sitting areas; sports fields or fountains;
- 6. Provide shade for water temperature mitigation.

B. Any required site drainage plan, including conceptual plans, shall include the location and landscape design of stormwater ponds.

C. Stormwater ponds shall be used as aesthetic features in the site master plan. The following shall be considered when designing ponds:

- 1. Reduce the need for fencing by designing safe ponds which have side slopes less than 3:1 and normal water depths less than twenty-four inches;
- 2. Create ponds that are irregular in shape;
- 3. Design the pond to blend in with the surrounding environmental conditions;
- 4. Provide a topographic bench around the perimeter of the pond for safety;
- 5. Retain any existing high quality vegetation around perimeter of site;
- 6. Provide a pedestrian walkway and seating areas around perimeter;
- 7. Utilize landscaping to provide shade, create habitat, and add screening;
- 8. No landscaping below one-hundred-year storm elevation.

These guidelines do not replace standards for stormwater retention/detention pond design. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.110 Existing site vegetation.

Significant existing trees and shrubs shall be incorporated into the landscaping. “Significant trees” shall be those eight inches evergreen and ten inches deciduous trees in diameter at a point five feet above ground level. The site plan for the project shall include the location of significant trees, and shall identify which trees will be retained on the site. Care shall be taken in the grading and construction process so as not to disturb the roots and drip line of existing trees to be retained, and to ensure proper irrigation. Orange construction fencing will be constructed outside the drip line of existing trees. If significant trees cannot be incorporated into the site design because of street or building design, such trees shall be replaced with equivalent stumpage for over ten percent reduction as approved by the city planner. (Ord. [1517-05](#) § 1 (part), 2005)

17.50.120 Screening requirements.

A. Purpose. The requirements of this section are intended to reduce the visual impacts and incompatible characteristics of:

1. Abutting properties with different land use classifications;
2. Service areas and facilities, including loading and storage areas;
3. Any other use or area as required under this section or by the planning commission;
4. Oncoming or glaring headlights when required by the public works department.

B. Landscaping. Screen planting shall consist of evergreen trees planted a maximum of fifteen feet on center; deciduous trees for seasonal color and texture planted a maximum of fifteen feet on center; and medium-sized shrubs (three to five feet at maturity) at five feet on center and ground cover plants at a density to form an effective barrier to cover eighty-five percent of the ground surface within two years. Irrigation must be installed for all screening areas.

C. Minimum Width. The landscaped screening area shall be thirty feet wide and vegetation shall be eighty percent sight-obscuring at time of planting and one hundred percent within two years that extends a minimum of six feet above the adjacent sidewalk or road right-of-way unless the use of an earth berm, fence, or wall is incorporated into the screening, as provided below:

1. Earth Berm Alternative. If an earth berm that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the width of the screening area may be reduced to fifteen feet with landscaping per subsection B of this section.
2. Fence Alternative. If a fence that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the width of the screening area may be reduced to fifteen feet with landscaping per subsection B of this section. The fence shall be subject to design approval by the planning director.
3. Wall Alternative. If a wall that extends a minimum of six feet above the adjacent sidewalk or road right-of-way is incorporated into the screening plan, the screening area may be reduced to ten feet with landscaping per subsection B of this section. Screen walls shall be constructed with masonry, block, or textured concrete, subject to design approval by the planning director.

D. Uses Requiring Screening. Screening is required to protect adjacent properties from probable negative impacts of any permitted or conditional use in a zone. Screening shall be required in the following instances:

1. Developments located in zones on the left side of the chart, below, shall provide screening when adjoining zones specified on the right side of the chart.

Zone to Be Developed	Zone to Be Screened
Residential-15 (R-15)	Any other residential zone

Zone to Be Developed	Zone to Be Screened
Public	Any residential zone
Mixed commercial	Any residential zone
Industrial	Any residential zone, mixed commercial zone, public zone

2. Mobile home parks shall have screening installed around the perimeter of the development in the required open space buffer, which shall not be less than twenty feet in width.

3. Unless otherwise required through the conditional use process, screening is not required along public rights-of-way except in the industrial zone. Screening along public rights-of-way is required in the industrial zone when the zoning across the public right-of-way is zoned anything other than industrial.

E. Any material that enhances the visual appearance and screening may be utilized. All screening materials are subject to design review as per Chapter [15.44](#). (Ord. [1664-10](#) § 2 (Exh. D), 2010: Ord. [1517-05](#) § 1 (part), 2005)

17.50.130 Street tree requirement.

The applicant of a project requiring a land use permit or design review by the city shall provide street trees in the public right-of-way abutting the property in accordance with SWMC Chapter [12.40](#). (Ord. [1517-05](#) § 1 (part), 2005)

17.50.140 Parking lot landscaping.

The provisions of this section are intended to soften the visual effect created by large expanses of barren asphalt; increase the amount of permeable surface; and reduce the quantity and speed of runoff from the site:

A. Area of Application. The provisions of this section shall apply to the interior of parking areas providing twenty or more spaces;

B. Required Area. Fifteen square feet of landscaping per parking space;

C. Minimum Width. Planting islands shall have a minimum width of eight feet;

D. Location of Plantings Areas. Parking area landscaping shall be located at the ends of parking columns, between the parking stalls oriented in the same direction as the stalls, or between rows of parking to break up and define parking areas;

E. Tree and Shrub Requirements. A minimum of one tree shall be required for every one hundred fifty square feet, or fraction thereof, of required landscaped area. Deciduous trees shall have a clear trunk at least five feet above ground and a minimum size of two inches diameter breast high (dbh). Low shrubs shall be provided on the perimeter of the landscaping islands, in addition to other ground cover or flowers. Other landscape materials shall comply with the general provisions of this section;

F. Landscape Protection. Any trees, shrubs, or plants which are susceptible to damage by pedestrian or motor vehicles shall be protected by appropriate curbs, tree guards or other protective devices;

G. Pedestrian walkways may be included in landscaped areas and the standards of this section modified to accommodate them. (Ord. [1517-05](#) § 1 (part), 2005)

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 Chapters 12.40 and 17.50 of the Sedro-Woolley Municipal Code (SWMC) to update street tree regulations.

Proponent: City of Sedro-Woolley Community Development 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 Community Development Department no later than 4:30 PM on **December 19, 2024**. Written appeals must be submitted to the Sedro-Woolley Community Development Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Assistant Planner at (360) 855-0771 ext. 1033 or electronically at asandovaloaks@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

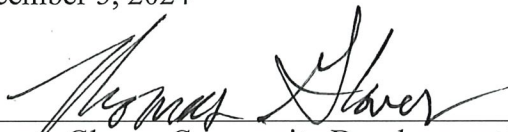
Responsible SEPA Official: Thomas Glover, Community Development Director – City of Sedro-Woolley

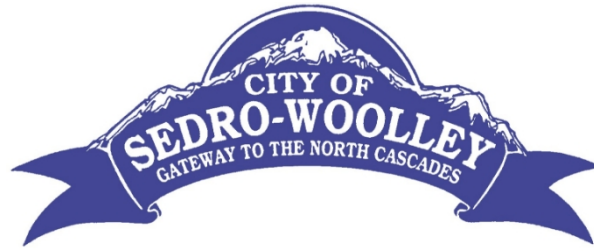
Contact Person: Ashton Sandoval Oaks, Assistant Planner

Address: NA, non-project action

Date of Issue: December 5, 2024

Signature:


Thomas Glover, Community Development Director



City Council Agenda Item

Agenda Item No.: m.2.

Date: December 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2025 Council Calendar

RECOMMENDED ACTION:

City staff recommend approval of the 2025 council calendar by one of the three motions below:

- Motion to approve the 2025 City Council, Planning Commission, and Committee calendar removing the January 1, 2025, study session.
- Motion to approve the 2025 City Council, Planning Commission, and Committee calendar rescheduling the January 1, 2025 study session to Thursday, January 2, 2025.
- Motion to approve the 2025 City Council, Planning Commission, and Committee calendar rescheduling the January 1, 2025 study session to Wednesday, January 15, 2025.

ISSUE:

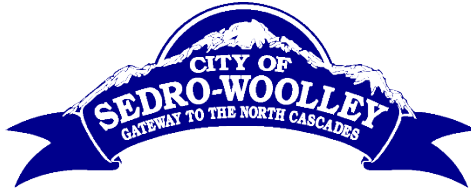
BACKGROUND/SUMMARY INFORMATION:

Attached is the 2025 City Council, Planning Commission and Committee Meeting dates for all scheduled meetings open to the public. The first Wednesday of each month is designated as a study session. However, Wednesday, January 1, 2025, is a City holiday. The City would like direction on how to proceed with the first meeting of 2025.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 2025_Council+PC+Committee_Schedule



2025 City Council, Planning Commission and Committee Meeting Dates All Meetings Are Open to the Public

Revised December 11, 2024

City Council Study Sessions and **City Council Meetings** begin at **6:00 PM** in the Council Chambers at City Hall, 325 Metcalf Street, unless otherwise indicated. City Council meetings will be held in "hybrid" mode until further notice. To join in on a City Council via Zoom conference, select the link at the bottom of the meeting agenda, click on "More..." and follow the instructions for joining.

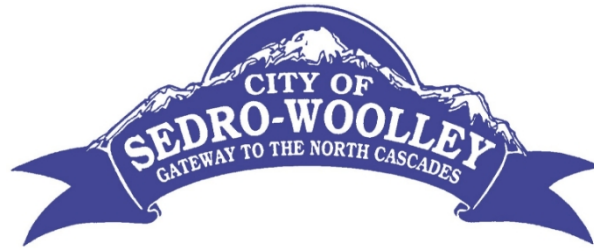
Planning Commission Meetings begin at **6:30 PM** in the Council Chambers. Planning Commission meetings will be held in "hybrid" mode until further notice. To join in on a City Council via Zoom conference, select the link at the bottom of the meeting agenda, click on "More..." and follow the instructions for joining.

Committee Meetings begin at **5:00 PM** in the Council Chambers. Committee meetings are in-person only until further notice.

Date	City Council and Planning Commission	Committee Meetings
January 1, 2025	City Council Study Session	
January 8, 2025	City Council	Public Works
January 14, 2025	Planning Commission	
January 22, 2025	City Council	Strategic Planning
February 5, 2025	Joint City Council Study Session and Planning Commission	
February 12, 2025	City Council	Planning and Business Development
February 18, 2025	Planning Commission	
February 26, 2025	City Council	Finance and Information Technology
March 5, 2025	City Council Study Session	
March 12, 2025	City Council	Public Safety
March 18, 2025	Planning Commission	
March 26, 2025	City Council	
April 2, 2025	City Council Study Session	
April 9, 2025	City Council	Public Works
April 15, 2025	Planning Commission	
April 23, 2025	City Council	Strategic Planning

Date	City Council and Planning Commission	Committee Meetings
May 7, 2025	City Council Study Session	
May 14, 2025	City Council	Planning and Business Development
May 20, 2025	Planning Commission	
May 28, 2025	City Council	Finance and Information Technology
June 11, 2025	City Council	
June 17, 2025	Planning Commission	
June 25, 2025	City Council	Public Safety
July 9, 2025	City Council	Public Works
July 15, 2025	Planning Commission	
July 23, 2025	City Council	
August 13, 2025	City Council	Strategic Planning
August 19, 2025	Planning Commission	
August 27, 2025	City Council	Planning and Business Development
September 3, 2025	Joint City Council Study Session and Planning Commission	
September 10, 2025	City Council	Public Safety
September 16, 2025	Planning Commission	
September 24, 2025	City Council	Finance and Information Technology
October 1, 2025	City Council Study Session	
October 8, 2025	City Council	Public Works
October 14, 2025	Planning Commission	
October 22, 2025	City Council	Strategic Planning
November 5, 2025	City Council Study Session	
November 12, 2025	City Council	Planning and Business Development
November 18, 2025	Planning Commission	
Tuesday, November 25, 2025	City Council	Finance and Information Technology
December 3, 2025	City Council Study Session	
December 10, 2025	City Council	Public Safety
December 16, 2025	Planning Commission	

If you need accommodations in order to participate, please contact Deputy City Clerk Serena Mynatt at 360-855-1661.



City Council Agenda Item

Agenda Item No.: n.1.

Date: December 11, 2024

From: Thomas Glover, Community Development Director

Subject: Monthly Permit Report

RECOMMENDED ACTION:

None requested/required. Information only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Monthly Permit Report

FISCAL IMPACT, IF APPROPRIATE:

Not Applicable

ATTACHMENTS:

1. October 2024



Permit Report

10/01/2024 - 10/31/2024

Permit Date	Issued Date	Site Address	Parcel #	Permit #	Permit Type	Type of Application	Status	Description of work to be done
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Group: Deck/Porch/Ramp

8/8/2024	10/25/2024	1302 Heather Ln		2024292	Building-Residential	Deck/Porch/Ramp	Issued	New 14' x 24' covered deck connected to house less than 30" above grade
9/20/2024	10/4/2024	513 wellington pl	P134845	2024337	Building-Residential	Deck/Porch/Ramp	Issued	Installing patio cover over existing pad (Concrete) 11'4"x26'

Group Total: 2

Group: Excavating & Grading

3/19/2024	10/28/2024	518 W State Street	P77021	2024153	Clear and Grade	Excavating & Grading	Issued	Project includes the development of a gravel lay down yard, infiltration pond, media filter & emergency overflow spillway

Group Total: 1

Group: Facade Sign

6/15/2023	10/4/2024	102 Woodworth Street	P77489	2023177	Sign	Facade Sign	Issued	New façade sign mounted directly on cement wall.
9/17/2024	10/7/2024	725 Murdock St	76634	2024327	Sign	Facade Sign	Issued	south side signage museum logo after new paint we needed to replace what was there

Group Total: 2

Group: Fire-Alarm,Sprinklers, Door Locks

3/15/2024	10/2/2024	820 Trail Road	P37194	2024150	Fire Permit	Fire-Alarm,Sprinklers, Door Locks	Issued	Install fire alarm for Mixed use bldg
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9/17/2024	10/3/2024	2000 Hospital drive	P37834	2024329	Fire Permit	Fire-Alarm,Sprinklers, Door Locks	Issued	Tenant Improvement. Adding and/or relocating sprinkler heads to accommodate the new tenant wall, ceiling, lighting, and HVAC layout.

Group Total: 2

Group: Fire-Paint Booth

8/22/2024	10/1/2024	616 Sunset Park Drive	P76957	2024304	Fire Permit	Fire-Paint Booth	Issued	Provide shut off valve & flow alarm switch for powder coating booth in riser room & run a wet main to booth

Group Total: 1

Group: Freestanding Sign

3/14/2024	10/21/2024	711-725 Cook RD	P135457	2024148	Sign	Freestanding Sign	Finaled	2 Freestanding Signs

Group Total: 1

Group: Mechanical

9/17/2024	10/23/2024	815 Warner St	P101990	2024328	Mechanical & Plumbing	Mechanical	Issued	like for like gas furnace swap
9/9/2024	10/7/2024	1320 E Moore St	P39548	2024318	Mechanical & Plumbing	Mechanical	Issued	Mechanical and plumbing work for 760 SF caretakers apartment above existing self storage office
9/18/2024	10/14/2024	416 Klinger st	P119314	2024334	Mechanical & Plumbing	Mechanical	Issued	Water Heater Swap

Group Total: 3

Group: Monument Sign

9/5/2024	10/18/2024	863 Cook Rd	P76928	2024314	Sign	Monument Sign	Issued	One new single sided illuminated monument sign

Group Total: 1

Group: Plumbing

10/3/2024	10/15/2024	714 Greenstreet BLVD	P76436	2024353	Mechanical & Plumbing	Plumbing	Approved	Like for Like furnace change out in garage.

Group Total: 1

Group: Right of Way

10/7/2024	10/30/2024	918 Marie Pl	P78675	2024357	Right-of-Way	Right of Way	Issued	Job #180120 Starting from PED on left side of 924 Boring 60 FT then placing new FP on right side of 918
10/16/2024	10/30/2024	339 Ferry St	P76633	2024364	Right-of-Way	Right of Way	Issued	Install 2 groundwater monitoring wells in the Ferry Street ROW
10/30/2024	10/30/2024	714 B Metcalf	P77491	2024376	Right-of-Way	Right of Way	Issued	Repairing the front off the Finesse Fit building due to bricks falling off
7/1/2024	10/1/2024	817 Metcalf St	P77521	2024251	Right-of-Way	Right of Way	Issued	Closing off alleyway for building repair
9/17/2024	10/2/2024	22991 E Jones RD	P36681	2024331	Right-of-Way	Right of Way	Finalized	Retire gas service, will dig approx. 5'x5' bell hole in hard surface to access main. will pothole utilities if needed

9/18/2024	10/1/2024	732 Bingham Place	77963	2024332	Right-of-Way	Right of Way	Issued	Underground horizontal directional boring using surface launched drill to install 2" Comcast conduit to house at 732. Starting at Comcast ped near SE corner of 738's property, crew will bore N/NE approx 45' to an existing carson. Route will finish on private property NW approx 90' to 732's connection

Group Total: 6

Group: Right of Way- Public

9/17/2024	10/2/2024	101 Ferry st	P77478	2024330	Right-of-Way	Right of Way- Public	Finalized	Retire gas services. Will dig approx. 5'x5' bell hole in hard surface alley to access main. Will pothole utilities if needed.

Group Total: 1

Group: Right of Way-Utility

10/14/2024	10/17/2024	820 Trail RD	P37194	2024363	Right-of-Way	Right of Way-Utility	Issued	Parking trucks in ROW to remove transformer on existing vault Under job 104342871
9/9/2024	10/23/2024	820 Trail Rd	P37194	2024317	Right-of-Way	Right of Way-Utility	Issued	Place new down guy and anchor. #6007685

9/16/2024	10/14/2024	1517 S 11th PL	P79549	2024325	Right-of-Way	Right of Way-Utility	Issued	BORE/HAND DIG FROM EXISTING PEDESTAL LOCATED BETWEEN 1511 AND 1509 TO THE SIDE OF 1517

Group Total: 3

Group: Single Family-New

2/21/2024	10/3/2024	650 Bucko Ave Lot 4	136861	2024100	Building-Residential	Single Family-New	Issued	New SFR 2014 SF
2/28/2024	10/3/2024	210 Kasia Place	136876	2024111	Building-Residential	Single Family-New	Issued	SFR 2491 SF
3/11/2024	10/23/2024	776 Parkland Loop	136712	2024138	Building-Residential	Single Family-New	Issued	SFR 1800 SF lot 24
3/11/2024	10/23/2024	805 Parkland Loop	136713	2024139	Building-Residential	Single Family-New	Issued	SFR 1603 SF lot 25
3/11/2024	10/23/2024	804 Parkland Loop	136716	2024142	Building-Residential	Single Family-New	Issued	SFR 1663 SF lot 28

Group Total: 5

Group: Single Family-Remodel

9/30/2024	10/14/2024	1041 Wicker Rd	P39511	2024347	Building-Residential	Single Family-Remodel	Issued	Enclose carport

Group Total: 1

Group: Tenant Improvement-Commercial

9/24/2024	10/14/2024	1420 State RTE 20	P104178	2024340	Fire Permit	Tenant Improvement-Commercial	Issued	New fire water supply line

Group Total: 1

Group: Tenant Improvement-Industrial

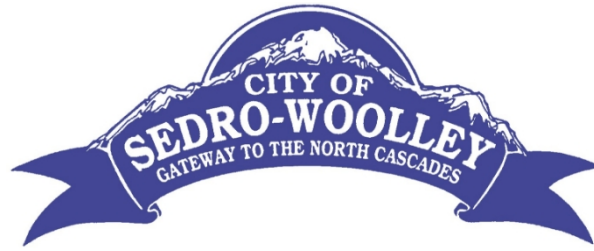
4/23/2024	10/25/2024	616 Sunset Park Drive	P76957	2024199	Building-Industrial	Tenant Improvement-Industrial	Issued	New columns, slab and wall

Group Total: 1

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Total Records: 32

11/7/2024



City Council Agenda Item

Agenda Item No.: n.2.

Date: December 11, 2024

From: Bill Bullock, Public Works Director

Subject: Public Works Director Signing Authority Record

RECOMMENDED ACTION:

Information Only

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

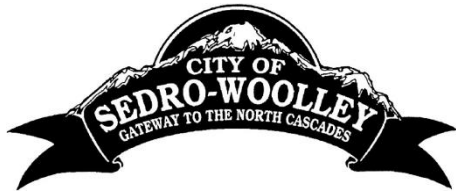
N/A

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. 20241211 Director Signing Authority Record



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

William Bullock, PE
Public Works Director

MEMO TO: City Council and Mayor Julia Johnson
FROM: William Bullock, PE
RE: **Public Works Director Signing Authority Record**
DATE: December 4, 2024 (for Council review December 11, 2024)

Here's an informal report on documents signed under my Public Works Director Authority as authorized under Ordinance No. 1947-19.

- July 29, 2024, **Super Hawk Canopies**
 - Purchase Order No. 2024-PO-11
 - Bed Cover
 - NTE \$2,561.87
- July 29, 2024, **DLT Solutions LLC**
 - Purchase Order No. 2024-PO-12
 - Civil 3D AutoCAD
 - NTE \$5,579.26
- August 9, 2024, **5 Star Services Inc.**
 - Agreement No. 2024-PW-26
 - Sedro-Woolley Facilities Painting Project 2024
 - NTE \$19,982.40
- August 13, 2024, **5 Star Services Inc.**
 - Agreement No. 2024-PW-26, CO1
 - Sedro-Woolley Facilities Painting Project 2024
 - Additional Scope Added
 - Net Change \$3,149.40; Updated NTE \$23,131.80
- August 19, 2024, **Timemark Incorporated**
 - Purchase Order No. 2024-PO-13
 - Traffic Counter and Supplies
 - NTE \$3,698.68
- September 11, 2024, **SWS Equipment LLC**
 - Purchase Order No. 2024-PO-15
 - Lubrication System for New Solid Waste Truck
 - NTE \$8,894.34
- September 16, 2024, **Great Floors**
 - Agreement No. 2024-PW-27
 - 2024 Community Center Cleaning
 - NTE \$2,888.76

- October 7, 2024, **North Coast Electric**
 - Purchase Order No. 2024-PO-17
 - Sternberg Lighting Fixtures
 - NTE \$16,955.00
- October 7, 2024, **KCDA – Great Western Recreation**
 - Purchase Order No. 2024-PO-18
 - Riverfront Park Space Whirl Replacement Opt 2
 - NTE \$11,771.54
- October 14, 2024, **Northwind Fence Company LLC**
 - Agreement No. 2024-PW-28
 - 2024 Houser Park Fencing & Unit Priced Fencing Repair Services
 - NTE \$25,000, assigned by task order
- October 15, 2024, **KCDA – Workpointe**
 - Purchase Order No. 2024-PO-19
 - Workstation
 - NTE \$3,772.76
- November 8, 2024, **Widener & Associates**
 - Agreement No. 2024-PS-13
 - Thompson Pond Trail HPA / Permitting
 - NTE \$25,000.00

Submitted the above as information only December 11, 2024