



Next Ord: 2098-25
Next Res: 1161-25

CITY COUNCIL AGENDA

March 12, 2025

6:00 PM

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

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

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

- 1. Minutes - Regular City Council Meeting - February 12, 2025
- 2. Minutes - City Council Study Session - February 26, 2025
- 3. Minutes - Study Session City Council Meeting - March 5, 2025
- 4. Check Register - Regular
- 5. Out of State Travel - City Administrator Charlie Bush
- 6. Renewal of Interlocal Agreement - Skagit County - Community Court Services
- 7. Renewal of Interlocal Agreement - Skagit County - Probation Services
- 8. Interlocal Agreement - Indigent Defense - Cities of Sedro-Woolley, Burlington, Mount Vernon, and Anacortes - 2nd Read
- 9. Repealing and Replacing Chapter 12.44 "Special Events, Parades and Festivals" - Ordinance 2097-25 - 2nd Read
- 10. Purchase - 5/6 Cubic Yard Dump Truck Cab & Chasis Outfitting
- 11. Award Correction - 2025 Olmsted Park Site Improvements

- f. Introduction of Special Guests and Presentation**
- g. City Administrator Report**
 - 1. New City Engineer Introduction
- h. Councilmember and Mayor's Report**
- i. Proclamation(s)**
- j. Public Hearing(s)**
- k. 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.

l. Unfinished Business

1. Professional Services Agreement - Jones/John Liner RR Undercrossing Project
2. 2025 Comprehensive Plan Vision Statement Update - Resolution 1160-25 - Action Requested

m. New Business

n. Information Only Items

1. Monthly Permit Report - February 2025
2. PD Staff Report

o. Executive Session

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

p. Adjournment

Next Meeting - City Council - March 26, 2025

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

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

Join Zoom Meeting:

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

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: March 12, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - February 12, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting held on February 12, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

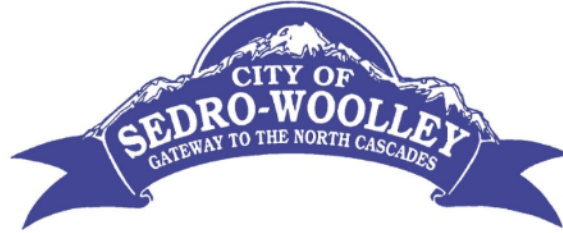
Minutes recorded for the Regular City Council Meeting held on February 12, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. February 12, 2025 Regular City Council minutes



Regular Meeting of the City Council
February 12, 2025 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Pro Tem Allan Henderson called the meeting to order at 6:00 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Joe Burns, Allan Henderson, and Nick Lavacca.

Mayor Julia Johnson and Councilmember Diamond were absent.

d. Approval of Agenda

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

e. Consent Agenda

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

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

1. Minutes - Regular City Council Meeting - January 22, 2025
2. Check Register - Regular
3. 2025 Wage Schedule Update - AFSCME Bargaining Unit and Non-Represented Staff
4. 2025 Non-Represented Wage Schedule - Resolution 1158-25
5. Purchase - Public Works 7 CY Dump Truck Replacement
6. Rehabilitation Project - 1996 International 14CY Dump Truck
7. Interlocal Agreement - Skagit County - Digital Imagery Agreement
8. Out of State Travel - Community Development Director Tom Glover
9. Contract Supplement No. 3: Reichhardt & Ebe Engineering

Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements

f. Introduction of Special Guests and Presentation

g. City Administrator Report

City Administrator Charlie Bush spoke about a meeting he attended on February 12, 2025, and shared public defense and indigent defense costs are going up this year.

City Administrator Charlie Bush has begun drafting an agreement and suggests partnering with surrounding cities into an interlocal agreement to keep costs down and save money.

Public Works Director Bill Bullock presented the results from the DOE grant, then shared he had also applied for Public Works Trust Funding, and received the funding to the tune of \$750,000 to begin the new sewer plant design.

h. Councilmember and Mayor's Report

Councilmember Loy had nothing to report.

Councilmember Cocke mentioned the McGarigle Rd and John Liner roundabout and asked about the timeline of completion and provided a recap of the Planning and Business Development Committee meeting.

Councilmember Kesti had nothing to report.

Councilmember Diamond was absent.

A motion made by Councilmember Kesti and seconded by Councilmember Cocke to excuse Councilmember Diamond from the February 12, 2025, City Council meeting. Motion carried (6-0).

Councilmember Lavacca shared his appreciation of the streets department for keeping roads clear and safe.

Councilmember Lavacca asked about the intersection and overpass improvements, and spoke about the current survey regarding the travel questionnaire.

Councilmember Burns had nothing to report.

Councilmember Henderson shared volunteer opportunities within the city to help raise money for Loggerodeo, who has put out information about running our 4th of July festivities this year and encouraged the council to reach out to clubs and service organizations, including but not limited to Rotary, Lions Club, Eagles, and the Sedro-Woolley Museum.

Councilmember Henderson will be out of state during the February 26, 2025, City Council Meeting and has asked to be excused if he is unable to attend online.

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.

A public comment was held.

Philip Murray made a public comment.

k. Public Hearing(s)

l. Unfinished Business

1. Draft Request for Proposal - Affordable Housing Sales Tax - Capital Affordable Housing Projects

City Administrator Charlie Bush shared a draft request for a proposal regarding affordable housing sales tax and capital affordable housing projects, House Bill 1590.

Motion made by Councilmember Lavacca and seconded by Councilmember Cocke to allow revisions to the RFP regarding alternative affordability requirement to 25 years. Motion carried (6-0).

m. New Business

1. Grant Approval - Transportation Improvement Board

Public Works Director Bill Bullock shared information about the Transportation Improvement Board grant approval.

Motion made by Councilmember Lavacca and seconded by Councilmember Burns to authorize the Mayor to execute TIB grant contracts for Jones / John Liner RR Undercrossing (Contract no. 8-2-126 (014)-1) and overlay program (Contract no. 3-W-126 (011)-1). Motion carried (6-0).

n. Information Only Items

1. Public Works Director Signing Authority Record
2. Letter to Governor Remaining Opposed to BESS Project

o. Executive Session

p. Adjournment

The meeting adjourned at 7:06 P.M.

q. Closed Session

1. To Discuss A Collective Bargaining Agreement

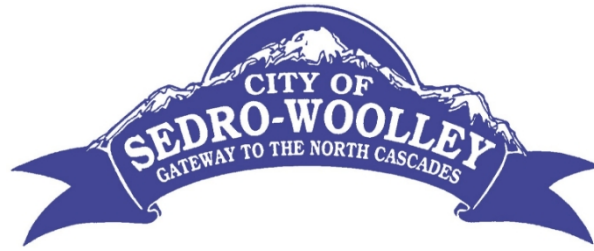
A closed session was held.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: March 12, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - City Council Study Session - February 26, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the study session held on February 26, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

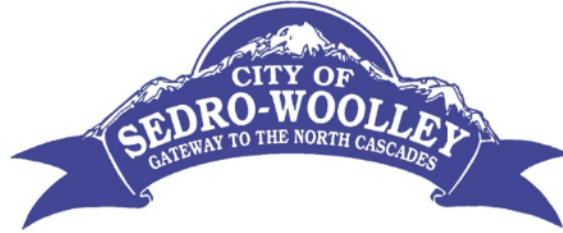
Minutes recorded for City Council Study Session, held on February 26, 2025

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. February 26, 2025 City Council Study Session minutes



City Council Study Session Meeting of the City Council
February 26, 2025 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Approval of Agenda

Motion made by Councilmember Burns and seconded by Councilmember Diamond to approve the agenda adding a closed session. Motion carried (5-0).

e. Consent Agenda

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

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

1. Minutes - Regular City Council Meeting - February 5, 2025
2. Check Register - Off-Cycle
3. Check Register - Regular
4. 2025 Sidewalk Trip Hazard Removal Project and Sole Source - Resolution 1159-25
5. Award Project - 2025 City Shops Storage Building
6. Subscription Agreement - iWorQ Systems - Assets Tracking Software

f. Introduction of Special Guests and Presentation

1. Project Manager for Skagit County Public Works Devin Willard - Cook Road I-5 Ramps Improvements

Project Manager for Skagit County Public Works, Devin Willard, spoke about and shared a slide show regarding the Cook Road I-5 Ramps Improvements.

2. Director of Operations Rick Schoentrup - Dispute Resolution Center of Snohomish, Island and Skagit County, Volunteers of America

Director of Operations Rick Schoentrup spoke about the Dispute Resolution Center of Snohomish Island and Skagit County, Volunteers of America.

Program Director for the Dispute Resolution Center, Alicia Berk-Sohn, spoke about the Mediation Center and shared an overview of workplace services.

Restorative Practices Supervisor for the Dispute Resolution Center Ambralee Faisy spoke about restorative practices.

g. City Administrator Report

1. Presentation of Council Materials - Council Feedback

Finance Director Kelly Kohnken received positive feedback with regard to the way the City Council packets are being completed, with cover pages and the public link added.

h. Councilmember and Mayor's Report

Councilmember Loy was absent.

Councilmember Kesti was absent.

Councilmember Diamond shared community feedback regarding the parking and traffic at the new Starbucks and credit union, and also had concerns about the safety of residents riding electric bikes and scooters in the middle of the road as the weather is getting nicer.

Councilmember Henderson spoke about the Rotary and the Sedro-Woolley Eagles Event hosted for Family Promise, which was held on Saturday, March 1, 2025. He shared it was a tremendous success, and is looking forward to hosting more of these charity events.

Councilmember Cocke gave a report on the North Star Advisory Group and shared information regarding the open house of the new Kinsey Building.

Councilmember Burns attended the Association's WA Cities Action Days and shared an update with the council.

Councilmember Lavacca shared community feedback regarding overflow parking at fields and city parks for spring and summer sports, and mentioned he was impressed with the updates on the Historic Kinsey Building.

Mayor Julia Johnson attended the Association's WA Cities Action Days and shared

transportation updates and disappointments she has been made aware of, and announced the city was awarded the 2025 well city recognition along with reduced insurance rates.

Mayor Julia Johnson attended a day-long conference in Olympia, and spoke with the legislature, and they spoke about the different bills they are presenting.

i. Proclamation(s)

j. Public Hearing(s)

k. Public Comments

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

A public comment period was held.

l. Unfinished Business

m. New Business

1. Award Project - 2025 Olmsted Park Site Improvements and Structures

Public Works Director Bill Bullock and City Administrator Charlie Bush shared information regarding the award project, 2025 Olmstead Park Site Improvements and Structures.

Motion made by Councilmember Burns and seconded by Councilmember Henderson to award the 2025 Olmsted Park site improvements and structures base bid, contract 2024-PW-04, to Excavation West Inc. of Sedro-Woolley, WA in the amount of 2,437,616.79 (including sales tax). Plus, Alternate Bid - 1 in the amount of \$336,308.45 and Alternate Bid 2 in the amount of \$237,974.62 with funding from the Special Project Fund of \$338,000.00 and General Fund Reserve in the amount of \$236,283.00. Motion carried (5-0).

2. Draft Interlocal Agreement - Indigent Defense - Cities of Sedro-Woolley, Burlington, Mount Vernon, and Anacortes

City Administrator Charlie Bush shared the draft interlocal agreement regarding indigent defense with the cities of Sedro-Woolley, Burlington, Mount Vernon, and Anacortes and City Administrator Charlie Bush asked the council for feedback.

No action was taken.

n. Information Only Items

1. Building Report for January 2025

o. Executive Session

p. Adjournment

The meeting adjourned at 7:27 P.M.

q. Closed Session

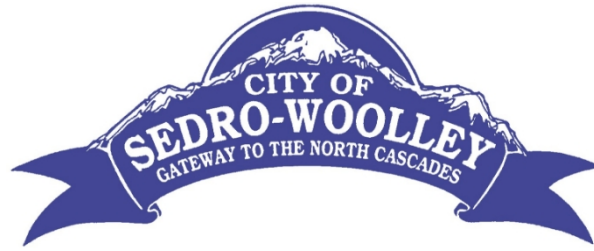
A closed session was held to discuss a collective bargaining agreement.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.3.

Date: March 12, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Study Session City Council Meeting - March 5, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the study session held on March 5, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

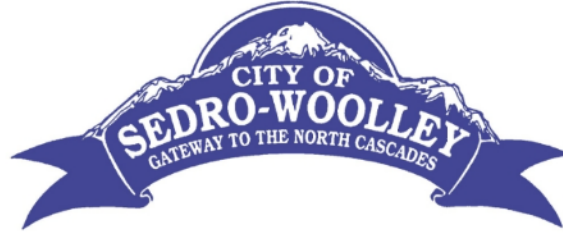
Minutes recorded for the City Council Study Session Meeting, held on March 5, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. March 5, 2025 City Council Study Session Meeting minutes



Regular Meeting of the City Council
March 5, 2025 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Introduction of Special Guests and Presentation

e. Unfinished Business

1. Memorandum of Agreement - AFSCME Local 176-SW - Hiring Within Range, Promotions, Call Backs - Action Requested

The City Administrator spoke about the AFSCME Local 176-SW regarding hiring within range, promotions and callbacks.

Motion made by Councilmember Lavacca and seconded by Councilmember Diamond to authorize Mayor Johnson to execute a Memorandum of Agreement with AFSCME Local 176-SW allowing the city to hire from within more of the pay range, providing internal promotions, a minimum percentage pay increase, and clarifying call back pay. Motion carried (6-0).

Councilmember Kesti recused herself from voting regarding the Memorandum of Agreement, AFSCME Local 176-SW, hiring within range, promotions and callbacks.

2. Amendments to Chapter 16.04 SWMC to Allow Shadow Platting - Ordinance 2070-24

Planner Nicole McGowan and Community Development Director Tom Glover shared updates of the amendments to Chapter 16.04 SWMC to allow Shadow Platting, Ordinance 2070-24.

No action was taken.

f. New Business

1. Adding Additional Licenses - Microsoft Enterprise - Insight - Action Requested

Information Technology Director Eulises Tovar-Cano requests that council approve adding additional licenses to the city's Microsoft Enterprise Insight contract.

Motion made by Councilmember Cocke and seconded by Councilmember Burns to authorize Mayor Johnson to sign the purchase order SWIT23-022801 agreeing to the 3-year contract with Insight Public Sector for \$39,502.20. Motion carried (7-0).

2. Repealing and Replacing Chapter 12.44 "Special Events, Parades and Festivals" - Ordinance 2097-25 - 1st Read

City Attorney Nikki Thompson and City Administrator Charlie Bush shared updates on repealing and replacing Chapter 12.44 "Special Events, parades, and festivals", Ordinance 2097-25.

Council directed staff to revise 100 people at a private event to 250.

No action was taken.

g. Public Comments

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

A public comment was held.

Pat Hayden made a public comment during the presentation of the amendments to Chapter 16.04 SWMC to allow Shadow Platting, Ordinance 2070-24.

Brandon and Jennifer Lilgren made written public comments.

h. Adjournment

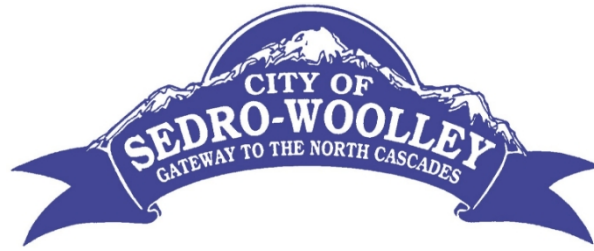
The meeting adjourned at 7:52 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.4.

Date: March 12, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims checks #203984 through #204074, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61347 through #61355.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$479,047.11

Surcharges totaling \$14,978.77

Payroll totaling \$572,386.78

ATTACHMENTS:

1. 2025-03-12 Check Register
2. 02_Feb2025_SerCharge

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:09:57 Date: 03/04/2025

03/12/2025 To: 03/12/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2192	03/12/2025	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
		001 - 514 23 45 000 - Operating Rentals/Leases				235.57	
		001 - 521 20 42 010 - Postage				235.57	
		001 - 522 20 42 010 - Postage				235.57	
		001 - 524 20 42 000 - Postage				79.15	
		001 - 524 20 42 000 - Postage					
		001 - 558 60 42 010 - Postage				79.15	
		001 - 595 10 42 000 - Postage				77.26	
2193	03/12/2025	Claims	2	EFT	US Bank -- Purchase Cards	11,178.17	
		401 - 343 50 00 000 - Sewer Service Charges				-732.80	
		001 - 512 50 31 000 - Supplies				44.54	
		001 - 513 10 43 000 - Meals/Travel				39.44	
		001 - 513 10 43 000 - Meals/Travel				21.00	
		001 - 513 10 49 000 - Tuition/Registration				128.87	
		001 - 514 23 31 000 - Supplies				129.19	
		001 - 514 23 31 000 - Supplies				172.95	
		001 - 514 23 31 000 - Supplies				37.99	
		001 - 514 23 49 031 - Misc-Tuition/Registration EMS				755.00	
		001 - 518 10 27 000 - Publication				163.78	
		001 - 518 10 27 000 - Publication				15.31	
		001 - 518 80 35 000 - Small Tools/Minor Equip				325.75	
		001 - 518 80 43 000 - Travel/Meals				18.00	
		001 - 518 80 43 000 - Travel/Meals				18.00	
		001 - 521 20 26 000 - Uniforms/Accessories				285.60	
		001 - 521 20 26 000 - Uniforms/Accessories				146.60	
		001 - 521 20 26 000 - Uniforms/Accessories				118.99	
		001 - 521 20 26 000 - Uniforms/Accessories				96.95	
		001 - 521 20 31 002 - Office/Operating Supplies				78.95	
		001 - 521 20 31 002 - Office/Operating Supplies				199.49	
		001 - 521 20 31 002 - Office/Operating Supplies				59.67	
		001 - 521 20 31 002 - Office/Operating Supplies				27.13	
		001 - 521 20 31 002 - Office/Operating Supplies				54.29	
		001 - 521 20 31 002 - Office/Operating Supplies				380.80	
		001 - 521 20 31 002 - Office/Operating Supplies				192.12	
		001 - 521 20 41 023 - Canine				140.00	
		001 - 521 20 41 023 - Canine				79.30	
		001 - 521 20 41 023 - Canine				35.00	
		001 - 521 20 41 023 - Canine				58.52	
		001 - 521 20 41 023 - Canine				57.02	
		001 - 521 20 41 023 - Canine				329.98	
		001 - 521 20 41 023 - Canine				2.40	
		001 - 521 20 49 010 - Dues/Subscriptions				50.00	
		001 - 521 20 49 020 - Special Investigations				70.00	
		001 - 521 40 49 000 - Tuition/Registration				199.00	
		001 - 522 20 31 000 - Operating Supplies				222.21	
		001 - 522 20 31 010 - Office Supplies				84.95	
		001 - 522 21 49 020 - Tuition & Registration				45.00	
		001 - 522 45 49 010 - Tuition/Registration				150.00	
		001 - 524 20 49 010 - Misc-Dues				52.00	
		401 - 535 50 48 010 - Maintenance Of Lines				6.69	
		401 - 535 80 31 010 - Operating Supplies				86.37	
		401 - 535 80 35 010 - Safety Equipment				200.81	
		401 - 535 80 49 010 - Misc-Dues/Subscriptions				66.31	
		401 - 535 80 49 010 - Misc-Dues/Subscriptions				66.33	
		103 - 542 30 49 010 - Misc-Dues/Subscriptions				66.31	
		001 - 558 60 49 020 - Filing/Recording Fees				321.31	
		001 - 558 60 49 020 - Filing/Recording Fees				12.25	
		001 - 558 60 49 030 - Tuition/Registration				40.00	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				107.52	
		001 - 595 10 43 000 - Travel				3,750.00	
		001 - 595 10 43 000 - Travel				517.60	
		001 - 595 10 43 000 - Travel				33.64	

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:09:57 Date: 03/04/2025

03/12/2025 To: 03/12/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 595 10 43 000 - Travel			17.99	
			001 - 595 10 43 000 - Travel			-17.99	
			001 - 595 10 49 010 - Tuition/Registration			44.44	
			001 - 595 10 49 010 - Tuition/Registration			40.00	
2194	03/12/2025	Claims	2	EFT	United Parcel Service, Inc.	26.01	
			001 - 522 20 42 010 - Postage			26.01	
2195	03/12/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	5,081.36	
			001 - 513 10 42 020 - Telephone			154.49	
			001 - 514 23 42 020 - Telephone			84.50	
			001 - 518 80 42 020 - Telephone			84.50	
			001 - 521 20 42 020 - Telephone			2,198.96	
			001 - 521 20 42 020 - Telephone			620.04	
			001 - 522 20 42 020 - Telephone			156.15	
			001 - 524 20 42 020 - Telephone			124.51	
			401 - 535 80 42 030 - Cell Phones			461.60	
			102 - 536 20 42 020 - Telephone			109.80	
			412 - 537 80 42 025 - Cell Phones			295.75	
			103 - 542 30 42 020 - Telephone			173.37	
			001 - 558 60 42 020 - Telephone			42.25	
			101 - 576 80 42 020 - Telephone			343.47	
			101 - 576 80 42 020 - Telephone			40.01	
			001 - 595 10 42 025 - Cell Phones			130.02	
			001 - 595 10 42 025 - Cell Phones			61.94	
2196	03/12/2025	Claims	2	EFT	WA St Dept of Revenue	25,538.81	
			001 - 514 23 49 000 - Miscellaneous			2,108.91	
			425 - 531 50 44 000 - Taxes & Assessments			1,457.45	
			401 - 535 80 44 010 - Taxes & Assessments			8,529.81	
			102 - 536 20 44 010 - Taxes And Assessments			525.72	
			106 - 536 30 44 010 - Taxes and Assessments			26.25	
			412 - 537 80 44 001 - Taxes & Assessments			12,573.56	
			101 - 576 80 44 010 - Taxes And Assessments			104.25	
			102 - 589 30 11 102 - DO NOT USE - Sales Tax Remitt			212.86	
2197	03/12/2025	Claims	2	203984	A-1 Mobile Lock & Key	127.72	
			001 - 521 20 31 002 - Office/Operating Supplies			73.37	
			101 - 576 80 31 006 - Operating Sup - City Hall			54.35	
2198	03/12/2025	Claims	2	203985	A-1 Shredding	279.00	
			001 - 512 50 41 000 - Professional Services			60.00	
			001 - 514 23 31 000 - Supplies			60.00	
			001 - 521 20 31 002 - Office/Operating Supplies			114.00	
			001 - 524 20 41 000 - Professional Services			15.00	
			001 - 558 60 41 000 - Professional Services			15.00	
			001 - 595 10 41 000 - Professional Services			15.00	
2199	03/12/2025	Claims	2	203986	Amazon Capital Svcs, Inc	1,655.71	
			001 - 512 50 31 000 - Supplies			113.27	
			001 - 514 23 31 000 - Supplies			-47.77	
			001 - 514 23 31 000 - Supplies			55.31	
			001 - 514 23 31 000 - Supplies			255.16	
			001 - 514 23 31 000 - Supplies			83.76	
			001 - 514 23 31 000 - Supplies			8.68	
			001 - 514 23 31 000 - Supplies			83.17	
			001 - 521 20 26 000 - Uniforms/Accessories			-91.22	
			001 - 521 20 31 002 - Office/Operating Supplies			118.04	
			001 - 521 20 31 002 - Office/Operating Supplies			17.03	
			001 - 522 21 31 010 - Office Supplies			300.79	
			001 - 522 21 35 011 - EMS Minor Equipment			330.13	
			001 - 522 45 49 010 - Tuition/Registration			86.84	
			001 - 524 20 31 000 - Off/Oper Supps & Books			63.66	
			001 - 524 20 31 000 - Off/Oper Supps & Books			-47.21	

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			401 - 535 50 48 010 - Maintenance Of Lines			35.08	
			401 - 535 80 31 000 - Office Supplies			192.26	
			401 - 535 80 31 000 - Office Supplies			20.62	
			001 - 558 60 31 000 - Supplies/Books			63.66	
			001 - 558 60 31 000 - Supplies/Books			-47.21	
			401 - 594 35 64 001 - Portable Equipment			22.65	
			401 - 594 35 64 001 - Portable Equipment			22.65	
			001 - 595 10 31 000 - Supplies			63.57	
			001 - 595 10 31 000 - Supplies			-47.21	
2200	03/12/2025	Claims	2	203987	Atlas Industrial Service LLC	1,117.38	
			412 - 537 50 48 000 - Repairs/maint-equip			1,117.38	Unit 522
2201	03/12/2025	Claims	2	203988	R. Lowell Ausmus	240.00	
			001 - 524 20 49 030 - Misc-Tuition/Registration			240.00	
2202	03/12/2025	Claims	2	203989	Bonner Electrical Contracting LLC	1,169.38	
			103 - 542 63 48 000 - Repairs/Maintenance			439.59	
			101 - 576 80 48 016 - City Hall			208.51	
			101 - 576 80 48 020 - Resource Conservation			521.28	
2203	03/12/2025	Claims	2	203990	Boulder Park Inc	23,467.68	
			401 - 535 80 35 020 - Solids Handling			2,276.51	
			401 - 535 80 35 020 - Solids Handling			21,191.17	
2204	03/12/2025	Claims	2	203991	Jana R. Bouzek	750.00	
			001 - 521 20 41 001 - Professional Services			750.00	
2205	03/12/2025	Claims	2	203992	C.Hlth130, dba Cardinal Health 112 LLC	214.04	
			001 - 522 21 31 000 - Operating Supplies - Medical			37.52	
			001 - 522 21 31 000 - Operating Supplies - Medical			114.17	
			001 - 522 21 31 000 - Operating Supplies - Medical			62.35	
2206	03/12/2025	Claims	2	203993	Carrot-Top Industries Inc	322.85	
			101 - 576 80 31 001 - Operating Sup - Riverfront			22.63	
			101 - 576 80 31 006 - Operating Sup - City Hall			300.22	
2207	03/12/2025	Claims	2	203994	Central Welding Supply	232.42	
			001 - 522 21 31 000 - Operating Supplies - Medical			232.42	
2208	03/12/2025	Claims	2	203995	Cities Insurance Assoc	4,197.37	
			001 - 522 50 46 000 - Insurance			4,197.37	
2209	03/12/2025	Claims	2	203996	D&D Custom Service	634.49	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			634.49	
2210	03/12/2025	Claims	2	203997	Day Mgmt Corp, dba	794.95	
			001 - 521 10 48 000 - Repair/Maintenance-Equip			794.95	
2211	03/12/2025	Claims	2	203998	Donald Coggins	26.06	
			001 - 514 23 31 000 - Supplies			26.06	
2212	03/12/2025	Claims	2	203999	E & E Lumber, Inc.	332.93	
			102 - 536 20 31 010 - Operating Supplies			56.86	
			103 - 542 30 31 000 - Operating Supplies			9.37	
			101 - 576 80 31 001 - Operating Sup - Riverfront			82.31	
			101 - 576 80 31 004 - Operating Sup - Comm Center			84.49	
			101 - 576 80 35 000 - Small Tools & Minor Equip			62.45	
			101 - 576 80 48 001 - Riverfront			37.45	
2213	03/12/2025	Claims	2	204000	Eurofins Enviro Testing	1,171.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			271.00	
			401 - 535 80 41 000 - Professional Services			222.00	

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			401 - 535 80 41 000 - Professional Services			201.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			75.00	
2214	03/12/2025	Claims	2	204001	FBI-LEEDA	50.00	
			001 - 521 20 49 010 - Dues/Subscriptions			50.00	
2215	03/12/2025	Claims	2	204002	Facet NW, Inc	21,834.93	
			001 - 558 60 41 000 - Professional Services			21,834.93	
2216	03/12/2025	Claims	2	204003	Fastenal Company	212.58	
			412 - 537 80 31 000 - Operating Supplies			212.58	
2217	03/12/2025	Claims	2	204004	FirstNET/AT&T Mobility	668.84	
			001 - 522 20 42 020 - Telephone			668.84	
2218	03/12/2025	Claims	2	204005	Galls Parent Holdings, LLC	675.00	
			001 - 522 20 26 000 - Uniforms			105.39	
			001 - 522 20 26 000 - Uniforms			105.39	
			001 - 522 20 26 000 - Uniforms			105.39	
			001 - 522 20 26 000 - Uniforms			7.18	
			001 - 522 20 26 000 - Uniforms			205.04	
			001 - 522 20 26 000 - Uniforms			146.61	
2219	03/12/2025	Claims	2	204006	General Code	501.19	
			001 - 511 60 31 001 - Legal Publications			501.19	
2220	03/12/2025	Claims	2	204007	Generator Services NW, LLC	1,753.02	
			401 - 535 50 48 000 - Maintenance Contracts			1,753.02	
2221	03/12/2025	Claims	2	204008	Good to Go!	15.25	
			001 - 521 40 43 000 - Travel			15.25	
2222	03/12/2025	Claims	2	204009	Gordon Truck Centers, Inc	121,425.73	
			501 - 594 42 64 000 - Equip & Vehicles - Streets			121,425.73	
2223	03/12/2025	Claims	2	204010	Groeneveld-Beka USA Inc	1,080.98	
			412 - 537 80 31 000 - Operating Supplies			1,080.98	
2224	03/12/2025	Claims	2	204011	Guardian Security Systems, Inc.	5,062.12	
			001 - 521 20 41 001 - Professional Services			35.84	
			001 - 522 50 49 050 - Fire/Theft Protection			690.52	
			001 - 522 50 49 050 - Fire/Theft Protection			48.87	
			401 - 535 50 48 000 - Maintenance Contracts			781.88	
			401 - 535 50 48 000 - Maintenance Contracts			10.86	
			101 - 576 80 41 010 - Alarm Monitoring			296.48	
			101 - 576 80 48 000 - Repairs/Maintenance			421.20	
			101 - 576 80 48 004 - Community Center			674.11	
			101 - 576 80 48 005 - Senior Center			477.44	
			101 - 576 80 48 016 - City Hall			1,624.92	
2225	03/12/2025	Claims	2	204012	Home Depot Credit Services	517.27	
			101 - 576 80 48 004 - Community Center			223.90	
			101 - 576 80 48 009 - Hammer Square			97.78	
			101 - 576 80 48 016 - City Hall			195.59	
2226	03/12/2025	Claims	2	204013	ICONIX Waterworks (US) Inc	624.01	
			101 - 576 80 48 001 - Riverfront			624.01	
2227	03/12/2025	Claims	2	204014	IWorQ Systems Inc.	2,000.00	
			001 - 591 10 70 520 - Leases + Subscription IT (SBITA			666.67	
			001 - 591 20 70 524 - Leases + Subscription IT (SBITA			666.66	

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			001 - 591 60 70 519 - Leases + Subscription IT (SBITA			666.67	
2228	03/12/2025	Claims	2	204015	Julia Johnson	351.50	
			001 - 513 10 43 000 - Meals/Travel			351.50	
2229	03/12/2025	Claims	2	204016	Kodex, Inc	245.00	
			001 - 521 20 41 001 - Professional Services			245.00	
2230	03/12/2025	Claims	2	204017	Johnathan Kohlman	680.00	
			001 - 512 50 41 050 - Security Services			680.00	
2231	03/12/2025	Claims	2	204018	L N Curtis & Sons	277.58	
			001 - 521 20 26 000 - Uniforms/Accessories			277.58	
2232	03/12/2025	Claims	2	204019	Lauts Inc dba Lautenbach Industries	3,258.90	
			412 - 537 60 47 015 - Construction Demolition Land I			681.75	Faber & Parkland Loop
			412 - 537 60 47 015 - Construction Demolition Land I			2,022.30	Bus garage temp
			412 - 537 60 47 015 - Construction Demolition Land I			554.85	Brickyard Park
2233	03/12/2025	Claims	2	204020	Lefebber Turf Farm LLC	17.81	
			101 - 576 80 48 013 - Tesarik Park			17.81	
2234	03/12/2025	Claims	2	204021	Les Schwab Tire Center	316.33	
			412 - 537 50 48 000 - Repairs/maint-equip			316.33	Unit 526 tires
2235	03/12/2025	Claims	2	204022	Life Assist Inc.	2,029.47	
			001 - 522 21 31 000 - Operating Supplies - Medical			209.16	
			001 - 522 21 31 000 - Operating Supplies - Medical			1,820.31	
2236	03/12/2025	Claims	2	204023	Loggers & Contractors	1,300.26	
			425 - 531 50 31 000 - Operating Supplies			236.97	
			425 - 531 50 48 000 - Repairs/Maintenance			871.45	Unit 603 sweeper
			401 - 535 50 48 010 - Maintenance Of Lines			191.84	
2237	03/12/2025	Claims	2	204024	Lyndale Glass	755.86	
			101 - 576 80 48 017 - Museum			755.86	
2238	03/12/2025	Claims	2	204025	Mark Christ, Architect	830.59	
			101 - 594 76 63 025 - Olmsted Park			830.59	
2239	03/12/2025	Claims	2	204026	Mountain Law, PLLC	120.00	
			001 - 512 50 41 040 - Language Interpreter			120.00	
2240	03/12/2025	Claims	2	204027	Municipal Emergency Services Inc	221.39	
			001 - 522 20 35 000 - Small Tools & Minor Equip			221.39	
2241	03/12/2025	Claims	2	204028	Walter E Nelson Co. of N. WA	6,614.43	
			101 - 576 80 31 005 - Operating Sup - Senior Ctr			1,643.36	
			101 - 576 80 31 006 - Operating Sup - City Hall			4,677.67	
			101 - 576 80 31 009 - Operating Sup - Bingham Park			293.40	
2242	03/12/2025	Claims	2	204029	Northwest Clean Air Agency	825.40	
			401 - 535 50 48 000 - Maintenance Contracts			825.40	
2243	03/12/2025	Claims	2	204030	Oliver-Hammer, Inc	244.20	
			101 - 576 80 35 010 - Safety Equipment			244.20	
2244	03/12/2025	Claims	2	204031	PB Parent Holdco, LP dba	838.38	
			101 - 576 80 48 004 - Community Center			408.87	
			101 - 576 80 48 005 - Senior Center			429.51	
2245	03/12/2025	Claims	2	204032	Pacific Trade Sys, Inc,	9.38	
			101 - 576 80 48 016 - City Hall			9.38	
2246	03/12/2025	Claims	2	204033	Peters Towing LLC	326.10	

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			001 - 521 20 41 001 - Professional Services			163.05	
			001 - 521 20 41 001 - Professional Services			163.05	
2247	03/12/2025	Claims	2	204034	LEPS-PSS PLLC dba Public Safety Psych	480.00	
			001 - 521 20 41 001 - Professional Services			480.00	
2248	03/12/2025	Claims	2	204035	Puget Sound Energy, Inc.	46,356.57	
			001 - 521 20 47 000 - Public Utilities			219.77	
			001 - 521 20 47 000 - Public Utilities			46.22	
			001 - 522 50 47 000 - Public Utilities			1,007.49	
			425 - 531 50 47 000 - Public Utilities			32.28	
			425 - 531 50 47 000 - Public Utilities			212.11	
			401 - 535 80 47 000 - Public Utilities			128.54	
			401 - 535 80 47 000 - Public Utilities			184.06	
			401 - 535 80 47 000 - Public Utilities			17,181.10	
			401 - 535 80 47 000 - Public Utilities			163.89	
			401 - 535 80 47 000 - Public Utilities			431.98	
			401 - 535 80 47 000 - Public Utilities			149.64	
			401 - 535 80 47 000 - Public Utilities			97.37	
			401 - 535 80 47 000 - Public Utilities			312.90	
			401 - 535 80 47 000 - Public Utilities			227.78	
			401 - 535 80 47 000 - Public Utilities			381.77	
			401 - 535 80 47 000 - Public Utilities			1,261.77	
			102 - 536 20 47 000 - Public Utilities			202.52	
			412 - 537 80 47 000 - Public Utilities			278.32	
			103 - 542 63 47 000 - Public Utilities			15,297.47	
			103 - 542 63 47 000 - Public Utilities			105.75	
			103 - 542 63 47 000 - Public Utilities			27.05	
			103 - 542 63 47 000 - Public Utilities			205.60	
			103 - 542 63 47 000 - Public Utilities			218.16	
			104 - 559 30 01 105 - Utility Payments on Redevelop			88.39	
			101 - 576 80 47 000 - Riverfront			775.86	
			101 - 576 80 47 000 - Riverfront			497.32	
			101 - 576 80 47 000 - Riverfront			10.87	
			101 - 576 80 47 000 - Riverfront			13.19	
			101 - 576 80 47 010 - Community Center			668.26	
			101 - 576 80 47 020 - Senior Center			536.15	
			101 - 576 80 47 030 - Museum Apartments			172.11	
			101 - 576 80 47 030 - Museum Apartments			9.16	
			101 - 576 80 47 030 - Museum Apartments			38.44	
			101 - 576 80 47 040 - Train			17.85	
			101 - 576 80 47 050 - Hammer Square			274.74	
			101 - 576 80 47 051 - Bingham / Memorial			176.75	
			101 - 576 80 47 051 - Bingham / Memorial			382.82	
			101 - 576 80 47 052 - Bingham Caretaker			377.23	
			101 - 576 80 47 053 - Other Utilities			40.47	
			101 - 576 80 47 053 - Other Utilities			10.87	
			101 - 576 80 47 070 - City Hall			3,824.62	
			104 - 595 20 63 082 - RW Trail Road Extension			67.93	
2249	03/12/2025	Claims	2	204036	Quiring Monuments Inc	600.00	
			102 - 536 20 34 000 - Liners			275.00	
			102 - 536 20 34 000 - Liners			325.00	
2250	03/12/2025	Claims	2	204037	RH2 Engineering Inc	1,674.72	
			401 - 594 35 63 000 - Engineering Services			1,674.72	
2251	03/12/2025	Claims	2	204038	Red's Mobile 24-Hour Truck & Equip Repai	7,536.14	
			412 - 537 50 48 000 - Repairs/maint-equip			4,636.52	Unit 522
			412 - 537 50 48 000 - Repairs/maint-equip			2,220.87	Unit 527
			412 - 537 80 34 000 - Containers - Garbage			678.75	Container repair
2252	03/12/2025	Claims	2	204039	Reichhardt & Ebe	10,318.69	

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			104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle			10,318.69	
2253	03/12/2025	Claims	2	204040	Ricoh USA, Inc	57.24	
			101 - 591 80 70 101 - Subscription It (SBITA) - Parks &			57.24	
2254	03/12/2025	Claims	2	204041	Rodda Paint Co	99.78	
			103 - 542 30 31 000 - Operating Supplies			99.78	
2255	03/12/2025	Claims	2	204042	Heather Romano	1,480.50	
			001 - 521 20 41 001 - Professional Services			834.75	
			001 - 521 20 41 001 - Professional Services			645.75	
2256	03/12/2025	Claims	2	204043	SAR Enterprises, Inc.	179.40	
			001 - 521 20 48 000 - Repairs & Maintenance			179.40	
2257	03/12/2025	Claims	2	204044	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	
2258	03/12/2025	Claims	2	204045	Sedro-Woolley Auto Parts Inc	451.99	
			412 - 537 80 31 000 - Operating Supplies			44.84	
			412 - 537 80 31 000 - Operating Supplies			81.84	
			103 - 542 30 31 000 - Operating Supplies			21.71	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			303.60	
2259	03/12/2025	Claims	2	204046	M.T. Gehring dba Sedro-Woolley Auto	8,930.63	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,756.37	Veh 274 Carroll
			001 - 521 20 48 010 - Repair & Maint - Auto			773.01	
			101 - 576 80 48 021 - Equipment			6,401.25	
2260	03/12/2025	Claims	2	204047	Sirchie Acquisition Co LLC	57.84	
			001 - 521 20 31 002 - Office/Operating Supplies			57.84	
2261	03/12/2025	Claims	2	204048	Skagit Cnty Public Works	165.25	
			001 - 595 10 31 001 - Address & Street Signs-Reimb			165.25	
2262	03/12/2025	Claims	2	204049	Skagit Cnty Sheriff Office	23,883.59	
			001 - 523 60 41 002 - Jail Revenue Stabilization Paym			23,883.59	
2263	03/12/2025	Claims	2	204050	Skagit Cnty Treasurer	69,541.08	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			69,541.08	
2264	03/12/2025	Claims	2	204051	Skagit Cnty Treasurer	336.50	
			425 - 531 50 44 000 - Taxes & Assessments			20.00	
			425 - 531 50 44 000 - Taxes & Assessments			20.00	
			401 - 535 80 44 010 - Taxes & Assessments			20.00	
			401 - 535 80 44 010 - Taxes & Assessments			23.50	
			102 - 536 20 44 010 - Taxes And Assessments			20.00	
			102 - 536 20 44 010 - Taxes And Assessments			173.00	
			102 - 536 20 44 010 - Taxes And Assessments			20.00	
			103 - 542 65 44 000 - Taxes & Assessments			20.00	
			101 - 576 80 48 025 - Olmsted Park			20.00	
2265	03/12/2025	Claims	2	204052	Skagit Conservation District	488.83	
			425 - 531 50 41 002 - Contracted Services			488.83	
2266	03/12/2025	Claims	2	204053	Skagit Farmers Supply	95.55	
			001 - 521 20 41 023 - Canine			66.24	
			103 - 542 30 31 000 - Operating Supplies			5.43	
			101 - 576 80 48 013 - Tesarik Park			23.88	
2267	03/12/2025	Claims	2	204054	Skagit PUD No 1	320.00	
			001 - 322 10 02 000 - Engineering Permits			-320.00	

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2268	03/12/2025	Claims	2	204055	PNG Media LLC, dba Skagit Publishing	993.70	
					001 - 518 10 27 000 - Publication	375.00	
					001 - 558 60 41 010 - Advertising	86.08	
					001 - 558 60 41 011 - Advertising Reimbuseable	156.02	
					001 - 558 60 41 011 - Advertising Reimbuseable	166.78	
					104 - 595 10 63 083 - Eng-SR 9-John Liner-McGariql	209.82	
2269	03/12/2025	Claims	2	204056	Skagit Valley Family YMCA	7,700.00	
					117 - 551 00 00 117 - Affordable Housing - Operatio	7,700.00	
2270	03/12/2025	Claims	2	204057	Smith Mechanical	1,615.31	
					001 - 522 50 48 030 - Repair/Maint-Station	1,615.31	
2271	03/12/2025	Claims	2	204058	Staples, Inc.	230.02	
					401 - 535 80 31 000 - Office Supplies	41.25	
					401 - 535 80 31 000 - Office Supplies	188.77	
2272	03/12/2025	Claims	2	204059	Stericycle	10.36	
					001 - 521 20 41 001 - Professional Services	10.36	
2273	03/12/2025	Claims	2	204060	Sterling Vet Clinic	173.53	
					001 - 521 20 41 023 - Canine	39.83	
					001 - 521 20 41 023 - Canine	133.70	
2274	03/12/2025	Claims	2	204061	The Boyd Group US Inc	307.08	
					001 - 521 20 46 000 - Insurance	307.08	
2275	03/12/2025	Claims	2	204062	Traffic Safety Supply Co, Inc	6,436.28	
					103 - 542 64 31 002 - Traffic Control Devices	-742.93	
					103 - 542 64 31 002 - Traffic Control Devices	-742.39	
					103 - 542 64 31 002 - Traffic Control Devices	3,271.60	
					101 - 576 80 48 016 - City Hall	4,650.00	
2276	03/12/2025	Claims	2	204063	Transportation Solutions, Inc.	2,341.00	
					104 - 544 40 41 000 - Transportation Plan Update	2,341.00	
2277	03/12/2025	Claims	2	204064	Uline, Inc.	4,587.64	
					101 - 594 76 61 003 - Miscellaneous Park Upgrades	4,587.64	
2278	03/12/2025	Claims	2	204065	Valvoline Instnt Oil Chg	56.67	
					001 - 521 20 48 010 - Repair & Maint - Auto	56.67	
2279	03/12/2025	Claims	2	204066	Vestis Group, Inc	21.58	
					401 - 535 80 49 000 - Laundry	8.20	
					412 - 537 80 49 000 - Misc-Laundry	8.53	
					103 - 542 30 49 000 - Misc-Laundry	4.85	
2280	03/12/2025	Claims	2	204067	WA St Assoc Of Permit Tech	50.00	
					001 - 524 20 49 010 - Misc-Dues	16.66	
					001 - 558 60 49 010 - Dues/Subscript/Membership	16.67	
					001 - 595 10 49 000 - Dues/Memberships	16.67	
2281	03/12/2025	Claims	2	204068	WA St Dept of Ecology	9,918.00	
					401 - 535 80 41 060 - DOE Discharge Permit	9,918.00	
2282	03/12/2025	Claims	2	204069	WA St Dept of Health	260.00	
					001 - 522 45 49 010 - Tuition/Registration	260.00	
2283	03/12/2025	Claims	2	204070	West Coast Code Consultants	1,380.00	
					001 - 558 60 41 011 - Advertising Reimbuseable	480.00	
					001 - 558 60 41 011 - Advertising Reimbuseable	660.00	
					001 - 558 60 41 011 - Advertising Reimbuseable	240.00	
2284	03/12/2025	Claims	2	204071	Witmer Public Safety Group Inc.	197.43	
					501 - 594 22 64 501 - Vehicles - Fire	197.43	

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2285	03/12/2025	Claims	2	204072	World Kinect Energy Services, dba	4,172.95	
		425 - 531 50 32 000 - Vehicle Fuel				188.35	
		425 - 531 50 32 000 - Vehicle Fuel				64.96	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,718.57	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,637.27	
		103 - 542 30 32 000 - Auto Fuel/Diesel				485.65	
		103 - 542 30 32 000 - Auto Fuel/Diesel				78.15	
2286	03/12/2025	Claims	2	204073	Zachor, Stock & Krepps, Inc PS	9,575.00	
		001 - 515 41 41 001 - Ext Legal-Prosecutor				9,575.00	
2287	03/12/2025	Claims	2	204074	NW Fiber LLC, dba Ziply Fiber	143.41	
		101 - 576 80 47 070 - City Hall				143.41	
		001 Current Expense Fund				100,595.63	
		101 Parks & Facilities Fund				39,517.63	
		102 Cemetery Fund				1,920.76	
		103 Street Fund				19,982.61	
		104 Arterial Street Fund				13,025.83	
		106 Cemetery Endowment Fund				26.25	
		114 Law Enforcement Sales Tax				69,541.08	
		117 Housing and Related Services				7,700.00	
		401 Sewer Operations Fund				71,360.77	
		412 Solid Waste Operations Fund				30,160.99	
		425 Stormwater Operations				3,592.40	
		501 Equipment Replacement Fund				121,623.16	
						<u>479,047.11</u>	Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				479,047.11	479,047.11

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

Finance Director	Date
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Finance Committee Member	Date
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Finance Committee Member	Date
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Finance Committee Member	Date
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TRANSACTION JOURNAL

City Of Sedro-Woolley

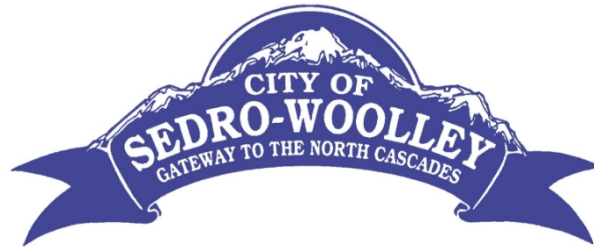
Time: 09:14:02 Date: 03/07/2025

02/01/2025 To: 02/28/2025

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
1114	02/03/2025	02/28/2025	1		Ser Chge		Banner Bank	1.08	BANNER PRIOR MONTH EXCESS CURR/COIN FEE NON-ANALYZED BUSINESS
		514 23 41 010 Bank Fees				001 Current Expense Fund		1.08	
1115	02/04/2025	02/28/2025	1		Ser Chge		US Bank -- Merchant Fees	379.94	FEBRUARY 2025 US BANK MERCHANT FEES
		535 80 41 020 Collection Services				401 Sewer Operations Fund		189.96	
		514 23 41 010 Bank Fees				001 Current Expense Fund		94.99	
		537 80 41 020 Collection Services				412 Solid Waste Operations Fund		94.99	
1252	02/04/2025	02/28/2025	1		Ser Chge		Banner Bank	-1.08	BANNER PRIOR MONTH EXCESS CURR/COIN FEE NON-ANALYZED BUSINESS --- FEE REVERSED
		514 23 41 010 Bank Fees				001 Current Expense Fund		-1.08	
1253	02/04/2025	02/28/2025	1		Ser Chge		Authorize.Net	8.66	BANK FEE FOR AUTHORIZE.NET PROCESSOR FOR GOVQA PAYMENTS
		514 23 41 010 Bank Fees				001 Current Expense Fund		8.66	
1254	02/04/2025	02/28/2025	1		Ser Chge		Payment Tech -- Service Charge	31.25	FEBRUARY 2025 PAYMENTECH SERVICE CHARGE RIVERFRONT
		576 80 41 000 Professional Services				101 Parks & Facilities Fund		31.25	
1255	02/04/2025	02/28/2025	1		Ser Chge		Payment Tech -- Service Charge	45.80	FEBRUARY 2025 PAYMENTECH SERVICE CHARGE BINGHAM
		576 80 41 000 Professional Services				101 Parks & Facilities Fund		45.80	
1256	02/04/2025	02/28/2025	1		Ser Chge		Payment Tech -- Service Charge	3,465.81	FEBRUARY 2025 PAYMENTECH SERVICE CHARGE GENERAL ACCOUNT
		535 80 41 020 Collection Services				401 Sewer Operations Fund		1,732.91	
		514 23 41 010 Bank Fees				001 Current Expense Fund		866.45	
		537 80 41 020 Collection Services				412 Solid Waste Operations Fund		866.45	
1257	02/04/2025	02/28/2025	1		Ser Chge		Payment Tech -- Service Charge	39.42	FEBRUARY 2025 PAYMENTECH SERVICE CHARGE GENERAL ACCOUNT#2 NON-UTILITY
		514 23 41 010 Bank Fees				001 Current Expense Fund		39.42	
1395	02/07/2025	02/28/2025	1		Ser Chge		Xpress Bill Pay - Service Fees	2,460.23	FEBRUARY 2025 XPRESS BILL PAY SERVICE CHARGE
		535 80 41 020 Collection Services				401 Sewer Operations Fund		1,230.11	
		537 80 41 020 Collection Services				412 Solid Waste Operations Fund		615.06	
		514 23 41 010 Bank Fees				001 Current Expense Fund		615.06	

Page 27 of 140



City Council Agenda Item

Agenda Item No.: e.5.

Date: March 12, 2025

From: Charlie Bush, City Administrator

Subject: Out of State Travel - City Administrator Charlie Bush

RECOMMENDED ACTION:

A motion to authorize City Administrator Charlie Bush to travel to Gettysburg, Pennsylvania for the International City/County Management Association (ICMA)'s Gettysburg Leadership Institute.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This program, occurring from June 11-13, will count as a part of my annual 40 hours of professional development required to maintain my credentialing. I recently took on an optional 14-hour pre-reading of Michal Shaara's book, *The Killer Angels*, and continue to study other information in preparation.

Description from ICMA (more detailed information is attached): Gain a strong foundation for excelling in a leadership position. Each year, a small group of senior local government managers meets to study the leadership lessons of Gettysburg. This is a unique opportunity to join colleagues in an exploration of personal leadership, organizational effectiveness, and the lessons of history. The leadership lessons of the Battle of Gettysburg, the leadership styles of those in command as well as those on the battlefield, and the aftermath or disaster recovery of the town of Gettysburg after the battle of 1863 form the core of this site-specific leadership institute offered in conjunction with the Gettysburg Foundation.

FISCAL IMPACT, IF APPROPRIATE:

This is my only non-reimbursed (by other organizations) or non-personally-funded professional travel planned for 2025. I am paying the costs of getting to and from the program, and some costs during it, estimated at \$1,285. I applied for, and was accepted to, the program in late 2024. Registration for the program, which includes meals, was \$1,695 and was paid by the City in late 2024; it is refundable until April 25th. Hotel costs in Gettysburg are estimated at \$400 total for two nights. The City's cost in 2025 is estimated to total \$400 and is included in the City's budget.

ATTACHMENTS:

1. About Gettysburg Leadership Institute – ICMA Learning Lab

About Gettysburg Leadership Institute

The leadership lessons of the battle of Gettysburg, the leadership styles of those in command as well as those on the battlefield, and the aftermath or disaster recovery of the town of Gettysburg after the battle of 1863 form the core of this site specific leadership institute offered in conjunction with the Gettysburg Foundation.

Dates

April 9-11, 2025

- Application deadline: February 21, 2025
- The Gettysburg Leadership Institute fee is non-refundable after February 21, 2025.

[Register today »](#)

June 11-13, 2025

- Application deadline: April 25, 2025
- The Gettysburg Leadership Institute fee is non-refundable after April 25, 2025.

[Register today »](#)



What to Expect

Relate timeless, inspiring leadership lessons to the challenges your organization might face today.

Each year, a small group of senior local government managers meets to study the leadership lessons of Gettysburg. This is a unique opportunity to join colleagues in an exploration of personal leadership, organizational effectiveness, and the lessons of history.

- **Engage** for three days in an exploration of personal leadership, organizational effectiveness, and the lessons of history.
- **Explore** the complexity of the battle of Gettysburg, the size of the armies, and the wide spectrum of personalities, all of which offer an extensive range of perspectives that are useful to those who work in local government.
- **Talk** about the command structures, strategies, and methods of communication during the battle, which contain relevant examples for today's leaders in decision-making, team building, and planning strategies for success.
- **Study** good and bad examples of leadership, the importance of communication, leading by example, recognizing and appropriately utilizing talent and skill, and understanding the benefits and limitations of the tools and resources available.



Who is Right for the Program

The Gettysburg Leadership Institute is right for you if you

- Want to inspire and motivate your team to be more decisive, push their limits, and show confidence through your very own purpose and role.
- Plan to build trust in your team to create a strong, cohesive group.
- Believe that being flexible and resilient creates faith and encourages people to show respect and become engaged in community.
- Have great leadership skills and want to build on them.
- Have had to rebuild and reinvigorate your community after a crisis, or want to learn the leadership skills needed to succeed in case a situation arises.

Location

Gettysburg National Park, Gettysburg, PA 17325.

Cost

Member: \$1,695 | Nonmember: \$1,895

If the class reaches capacity, contact njames@icma.org to have your name added to the waitlist.

Sample Schedule

Day One

Preparation for the leadership lessons of Gettysburg continues as we review the institute's agenda, and begin our leadership discussion at the Sprangler Farm.

Day Two

Begins with an overview of the historical context and strategic importance of the Battle of Gettysburg. We will talk about the command structures, strategies, and methods of communication during the battle, which contain relevant examples for today's leaders in decision-making, team building, and planning strategies for success. With the aid of a professional interpretive guide who has a rare passion for and understanding of the Gettysburg experience, we will visit the battle lines of North and South. As part of the tour, we will walk the field of the famous Pickett's Charge. We'll study good and bad examples of leadership, the importance of communication, leading by example, recognizing and appropriately utilizing talent and skill, and understanding the benefits and limitations of the tools and resources available.

Day Three

Begins with more discussion of the impact of leadership during the battle and a study of contemporary and historical leadership styles ending with President Abraham Lincoln's trip to dedicate the National Cemetery with a "few appropriate remarks" and which we know as the Gettysburg Address. In the afternoon, we will walk the hallowed ground of the National Cemetery with a special interpretive guide and participate in other learning activities. As part of a walking tour, we will study the impact of the battle on the population of 2,000, which had to provide services for the more than 51,000 casualties as a result of the battle. Over 152,455 men and 550 cannons were positioned in an area encompassing 25 square miles. Additionally, an estimated 569 tons of ammunition was expended and, when the battle had ended, 5,000 dead horses and the other wreckage of war presented a scene of terrible devastation, which will serve as a case study on disaster management. We will wrap up with a debriefing and an interactive question and answer session.

Professional Development Guidelines

This institute can help fulfill your annual professional development requirements as outlined in the [guidelines](#) for Tenet 8 of the ICMA Code of Ethics.



Background on Battle of Gettysburg

In July 1863, the turning point of the American Civil War occurred at the Battle of Gettysburg. Here, General Robert E. Lee's Confederate army of 75,000 men and the 97,000-strong Northern Army of General George Meade met, by chance, when a Confederate brigade sent there for supplies observed a forward column of Meade's Cavalry. Of the more than 2,000 land engagements of the Civil War, Gettysburg ranks supreme. Although these battles did not end the war, nor attain any major war aim for either North or South, it remains the great battle of the war and with it brings great leadership lessons of strategy, flexibility, communication, rigor, organizational function, and dysfunction that are applicable to effective local government today.

Contact Us

Phone: +1 (800) 745-8780

Phone: +1 (202) 962-3680

Email: learning@icma.org

About ICMA

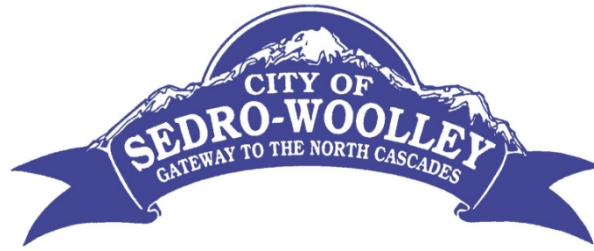
[FAQs](#)

[About ICMA](#)

[Become a Member](#)

ICMA is the leading association of local government professionals dedicated to creating and supporting thriving communities throughout the world.





City Council Agenda Item

Agenda Item No.: e.6.

Date: March 12, 2025

From: Charlie Bush, City Administrator

Subject: Renewal of Interlocal Agreement - Skagit County - Community Court Services

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute an interlocal agreement with Skagit County renewing community court services.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This is a renewal of an existing contract. Judge Stiles will be providing an update regarding community court at an upcoming City Council meeting. Overall, the system is working well and staff's recommendation is to renew this interlocal agreement.

FISCAL IMPACT, IF APPROPRIATE:

There are no additional costs as a result of this renewal.

ATTACHMENTS:

1. 2026 Contract Sedro Woolley Community Court Services

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO WOOLLEY

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

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.

2. **RESPONSIBILITIES:** The County shall provide the following Community Court services for the City in consideration of time and effort as follows:

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

The County shall limit the number of monthly dockets to two.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2026 through December 31, 2028.

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated community court services that can be completed by March 1, 2026, the County will complete the service.

(b) For previously initiated community court services that cannot be completed by March 1, 2026, the County will provide the City a complete copy of the community court file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County six hundred and fifty dollars (\$650) per month (\$325 per docket) for 2 dockets per month. Each Community Court Docket shall be limited to 15 total clients. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice.

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

5.1 The County's representative shall be District Court Community Court Development Coordinator, Erika MacArthur.

5.2 The City's representative shall be City Attorney, Nikki Thompson.

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

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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

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

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

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

FOR CITY OF SEDRO-WOOLLEY:

Julia Johnson, Mayor
(Date _____)

Kelly Kohnken, Finance Director

Mailing Address:
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

Interlocal Agreement
Page 4 of 5

DATED this ____ day of _____, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

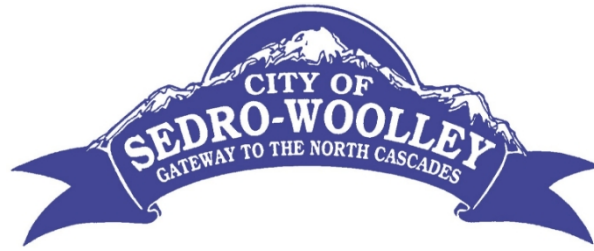
Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5



City Council Agenda Item

Agenda Item No.: e.7.

Date: March 12, 2025

From: Charlie Bush, City Administrator

Subject: Renewal of Interlocal Agreement - Skagit County - Probation Services

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute an interlocal agreement with Skagit County renewing probation services.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This is a renewal of an existing contract. Overall, the system is working well and staff's recommendation is to renew this interlocal agreement.

FISCAL IMPACT, IF APPROPRIATE:

There are no additional costs as a result of this renewal.

ATTACHMENTS:

1. 2026 Probation Services Contract Sedro Woolley

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

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

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City since the year 2000. It is in the best interest of Skagit County and the City to formalize this relationship and continue in an agreement detailing the extent and costs of probation services.

2. RESPONSIBILITIES: The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community-based programming and collection of restitution and/or monitoring of prohibitions.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2026 through December 31, 2028.

If the agreement is not renewed, the County will provide the City with the following transition services:

- (a) For previously initiated probation services that can be completed by April 1, 2026, the County will complete the service.
 - (b) For previously initiated probation services that cannot be completed by April 1, 2026, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.
4. MANNER OF FINANCING: The City shall compensate the County one hundred dollars (\$100.00) for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$2400 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice. The County Probation Department will employ a probation fee reduction, or full waiver of fees, process for those clients that cannot meet their probation fee obligation. In no circumstance can community service be substituted for payment toward probation fees.
5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be District Court Probation Director, James M. Malcolm Jr.

5.2 The City's representative shall be City Attorney, Nikki Thompson.

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

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

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

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

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

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

FOR CITY OF SEDRO-WOOLLEY:

Julia Johnson, Mayor
(Date _____)

Kelly Kohnken, Finance Director

Mailing Address:
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

DATED this ____ day of _____, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

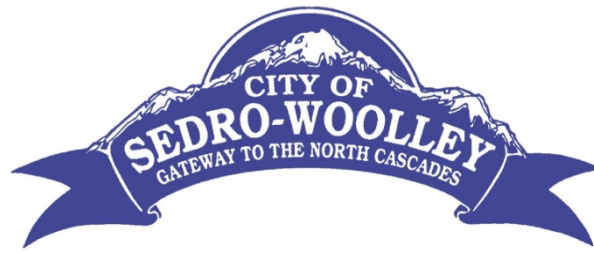
Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5



City Council Agenda Item

Agenda Item No.: e.8.

Date: March 12, 2025

From: Charlie Bush, City Administrator

Subject: Interlocal Agreement - Indigent Defense - Cities of Sedro-Woolley, Burlington, Mount Vernon, and Anacortes - 2nd Read

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute an interlocal agreement with the cities of Burlington, Mount Vernon, and Anacortes for the provision of indigent defense services

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley is required by law to provide indigent defense (public defense) services for its municipal court. The City currently contracts with Mountain Law, a contract that the City Council extended through the end of June 2025. Mountain Law received \$99,168 in 2024 for providing this service. Mount Vernon and Burlington also use Mountain Law and, along with Anacortes, are looking to produce a joint request for proposals and to consolidate this service among the four cities into one contract. An interlocal agreement is attached. This partnership has the potential to save all four cities money.

An additional factor related to indigent defense services is the pending Washington Supreme Court decision regarding the Washington Bar Association's recommended revised indigent defense standards. As they are currently written, staff anticipates that they would triple the city's expenses by further restricting case loads for indigent defense attorneys and setting a higher amount of minimum payment for them. This higher amount is reflected in the City's budgets starting with the second half of 2025. The Supreme Court decision is expected over the next few months and the RFP would go out after the new standards are clarified. The new standards are set to go into effect on July 1, 2025.

Since the City Council's last discussion, the city representatives have settled upon the language in the attached contract. While the auditing provision remains in the contract for all of the cities, the partners expect audit costs, currently at \$3,000 per month for Burlington and Mount Vernon each, to decrease through the new partnership. There may also still be some room to discuss some other cost-splitting alternatives for the auditor, but getting the partnership underway and our RFP out is time-sensitive as we all have contracts expiring or temporary staff engaged in indigent defense at the moment. The other three cities remained committed to this provision and there is an upside to it. The upside of having an

auditor is that an auditor will decrease liability for the City as there will be a technical expert reviewing indigent defender performance. The City Administrator has been playing this role to date but does not have the same expertise. In addition, the outside legal counsel provision remains. This is less of an issue as it is likely to be infrequently used. Despite some of these new expenses, we still expect overall cost savings from this partnership.

FISCAL IMPACT, IF APPROPRIATE:

Unknown at this point, but this partnership is likely to save all the cities money in the long-run over what each would have spent otherwise doing their own contracts. It is also likely that the Supreme Court's decision regarding indigent defense standards will somewhat lessen the projected costs of indigent defense. This is due to a significant amount of opposition from counties and cities about the increased cost and lack of feasibility of the proposed standards. The City budgeted for the proposed standards. Besides savings from the partnership, staff expect some additional savings over what was budgeted to result from the Supreme Court's decision when it is released. Staff expects both items to more than cover any increased costs resulting from the auditor or outside legal counsel provisions in this interlocal agreement.

ATTACHMENTS:

1. Public Defense Interlocal - March 4 2025

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURLINGTON, MOUNT VERNON, ANACORTES, AND SEDRO-WOOLLEY FOR
SHARED INDIGENT DEFENSE SERVICES**

This Interlocal Agreement (“Agreement”) is entered between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro-Woolley, all of which are Washington municipal corporations, hereinafter referred to by their City name, generically as “City” or “Party” and collectively as “The Parties”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, each City operates a municipal court and provides public defense services as required by law; and

WHEREAS, these services have historically been delivered following the adoption of Indigent Defense Standards (“Standards”) and through either contracting with an outside law firm or internally through an Office of Public Defense or equivalent; and

WHEREAS, the Parties desire to now provide these services in a coordinated fashion by collectively contracting for outside indigent defense services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Purpose.

The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City’s municipal courts, to detail the methodology for the payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Duration.

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.

Scope and Payment of Indigent Defense System Costs.

The Parties do hereby agree to allocate the cost of the combined Public Defense System as follows:

1. Indigent Cases Before the Municipal Courts – The Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm (“Total

Compensation”) based on a prorated share of annual municipal court cases (“caseloads”) for each City. The 2025 prorated monthly apportionment is as follows, based upon 2024 case totals:

	<u>2024 Cases</u>	<u>2025 Payment Share</u>
a. City of Burlington	484	22%
b. City of Mount Vernon	934	44%
c. City of Anacortes	439	20%
d. City of Sedro Woolley	<u>299</u>	<u>14%</u>
Total	2,156	100%

In the first week of October of each year, the Parties shall meet to review each City’s previous 12-month caseloads which shall form the basis for any modification to a City’s monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

The contracted Indigent Defense law firm shall bill each City monthly based on the current year’s percentage allocation..

2. Indigent Defense Screening and Assignment of Conflict Counsel – Each City shall be responsible for Indigent Defense Screening and assignment of Conflict Counsel. Any Party to this Agreement can work with any other Party to arrange for the sharing of these costs.
3. Appeals – Each City shall be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s).
4. Outside Legal Representation – Due to the periodic need to engage outside legal representation to assist and advise the Parties regarding the Indigent Defense provider, the Parties agree to secure the services of an Outside Counsel. The Parties agree to work together to enter into an Engagement Letter with a qualified law firm and each City shall be billed a one fourth (1/4) share of any billings.
5. Public Defense Auditor – To assist the Parties with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions appropriate to maintenance of the shared Public Defense System, the Parties do hereby agree to engage the services of a Public Defense Auditor whose cost shall be shared equally amongst the Cities.

Termination.

Any Party may terminate this Agreement by giving ninety (90) day’s advance notice to the other Parties. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail and addressed to the representative of the City.

Administration.

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

The City of Burlington representative shall be the City Administrator.

The City of Mount Vernon representative shall be the Special Projects Manager.

The City of Anacortes representative shall be the Administrative Services Director.

The City of Sedro Woolley representative shall be the City Administrator.

Applicable Law and Venue.

This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington and the Parties hereby agree that venue of any action relating to this Agreement shall be in Skagit County, Washington.

Indemnification.

Each City, to the extent of its comparative liability, agrees to indemnify, defend, and hold harmless the other Cities and their elected and appointed officials, employees, contractors, agents, and volunteers, from and against any and all claims, damages, losses, and expenses (including, but not limited to court costs but not attorney's fees) which are alleged or proven to be caused by the City or its elected and appointed officials, employees, contractors, agents, or volunteers' acts or omissions. If such claims, damages, losses, and expenses are caused by two or more City's concurrent acts or omission, each such City shall pay its proportionate share.

Dispute Resolution.

If the Parties have any dispute or disagreement or any other claim arising from this Agreement, they shall first attempt to settle the dispute or disagreement between themselves. If they cannot do so, the complaining City shall put its complaint in writing, supported by exhibits as needed, and forward it to the other Parties to the dispute. The respondent Parties may submit written responses supported by exhibits as needed within 30 calendar days of receiving the written complaint to the Outside Legal Counsel for review. The Parties to the dispute shall be allowed to explain their position to the Outside Legal Counsel who will issue a ruling after receiving and considering all complaints, responses, explanations, and statements within 30 calendar days of receipt of the materials. If a Party is not satisfied with the decision of the Outside Legal Counsel, they may bring their dispute to Superior Court.

Neutral Authorship.

This Agreement shall be construed as if all Cities jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any Party.

Agreement Modification.

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties. Refraining from enforcing a breach of any term or condition of this Agreement does not waive any prior or subsequent breach.

Severability.

The Parties agree that this Agreement's provisions are severable. If any portion of this Agreement is adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion shall be deemed modified or limited to the extent necessary to render it valid and enforceable, without further action by the Parties. If it cannot be made valid and enforceable, it shall be severed from the remaining portions of this Agreement and shall not affect the validity or enforceability of any remaining portions.

Waiver.

A City waiving any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement's terms or conditions shall not be held to be waived, modified, or deleted except by an instrument that the Parties execute.

Integration.

This Agreement contains all the terms and conditions agreed upon by the Parties and is a single, integrated, written Agreement expressing the Parties entire agreement. Subject to this Agreement's other provisions, this Agreement supersedes all other agreements between the Parties. Any modification made before or after the Effective Date shall be invalid unless it is made in writing and signed by the Parties.

Headings.

The section headings in this Agreement are solely for the Parties convenience and are not an aid in this Agreement's interpretation.

Counterparts.

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

DATED this _____ day of _____, 2025.

APPROVED:

**CITY OF BURLINGTON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this _____ day of _____, 2025.

APPROVED:

**CITY OF MOUNT VERNON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Attest:

City Clerk/Finance Director

DATED this _____ day of _____, 2025.

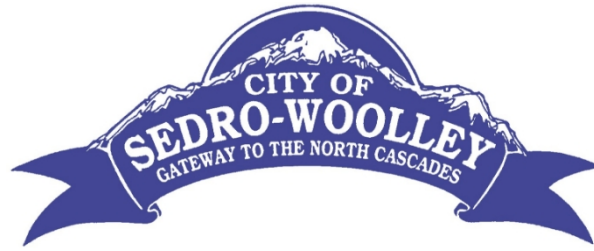
APPROVED:

**CITY OF SEDRO-WOOLLEY,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director



City Council Agenda Item

Agenda Item No.: e.9.

Date: March 12, 2025

From: Charlie Bush, City Administrator, Nikki Thompson, City Attorney

Subject: Repealing and Replacing Chapter 12.44 "Special Events, Parades and Festivals" - Ordinance 2097-25 - 2nd Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2097-25 - Repealing and Replacing Chapter 12.44 "Special Events, Parades and Festivals"

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Large sections of this area of the current code needed an update. Staff engaged in this process during 2024 and are bringing forward the attached new code section. Staff are seeking feedback from Council during the work session. A copy of the full current code section is also included for the Council's reference.

Council provided direction on this item at the March 5, 2025 work session, specifically directing staff to adopt a threshold of 250 participants for an event on private property.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. Current Code Chapter 12.44 SPECIAL EVENTS, PARADES AND FESTIVALS
2. Ordinance No. 2097-25 Repealing and Replacing SWMC Ch 12.44 Special Events

Chapter 12.44

SPECIAL EVENTS, PARADES AND FESTIVALS

Sections:

12.44.010 Purpose and intent.

12.44.020 Definitions.

12.44.030 Permit.

12.44.040 Deposit required.

12.44.050 Insurance.

12.44.060 Permit issuance standards—Issuance or denial.

12.44.070 Traffic control.

12.44.080 Appeal procedure.

12.44.090 Permit revocation.

12.44.100 Interference with events.

12.44.110 Community events.

12.44.120 Violation—Crime.

12.44.010 Purpose and intent.

A. The purpose of this chapter is to provide reasonable supervision of any movement of persons or vehicles within the limits of the city by way of runs, parades, street dances, special events, or other demonstrations or exhibitions, for the protection of persons and property.

B. The intent of this chapter is to allow community-based organizations to sponsor special events on public thoroughfares and public lands, and to provide guidelines that protect the public's health, safety and welfare.

C. It is the express intent of the city council to support and encourage community-sponsored special events. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.020 Definitions.

A. "Committee" means the city special events committee, which shall consist of the mayor, city administrator, police chief, fire chief and public works department designee.

- B. "License" and "permit," unless the context in which it is used clearly indicates otherwise, as used in this chapter, both mean the official approval or authorization of the city to carry on or conduct the special event or activity for which such license or permit is required pursuant to the provisions of this chapter.
- C. "Motorcade" means any organized procession containing ten or more vehicles, except wedding and funeral processions, upon a public street, sidewalk, alley or public right-of-way.
- D. "Parade" means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with normal and usual traffic regulations or controls.
- E. "Run" means an organized procession to contend in a race consisting of people, bicycles, or other vehicular devices or combination thereof containing ten or more persons upon a public street or sidewalk.
- F. "Street" or "streets" means any public roadway, sidewalk or portions thereof in the city of Sedro-Woolley dedicated to the public use.
- G. "Street dance" means any organized dance of three or more couples on any public street, public sidewalk, or publicly owned parking lot.
- H. "Temporary special event" means any fair, show, festival, or other attended entertainment or celebration, conducted by a nonprofit public service organization, which entertainment is not of a political, religious or commercial nature; and which event is to be held in whole or in part upon publicly owned property and/or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of such event. (Ord. [1990-21](#) § 1, 2021; Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.030 Permit.

- A. Permit Required. It is unlawful to conduct any parade, temporary special event, run, street dance or motorcade in, on, or along any public street, alley, sidewalk, or other public way or place in the city, unless a permit therefor is first obtained from the city's finance department, upon which license the route to be followed, the purpose of the parade, demonstration or exhibition shall be specified and approved.
- B. Application Requirements. Any nonprofit public service organization which wants to conduct a temporary special event shall apply to the city's finance department for a permit, at least forty-five days, but not more than three hundred sixty-five days, in advance of the date of the proposed temporary special event. Additional information may be required as deemed necessary by the mayor, city administrator, police chief, fire chief, or public works department, for the protection of the public safety. The finance department is directed to prepare and maintain an application form for this purpose. (Ord. [1990-21](#) § 1, 2021; Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.040 Deposit required.

If the city special events committee requires the event to include additional police or fire protection or work from the street department or solid waste department, or other city department, the committee shall meet with a

representative of the sponsoring organization and set a deposit in the amount that will cover those expenses. The amount of the deposit shall not exceed the amount listed in the master fee schedule adopted by resolution of the city council without the approval of the city council. The actual costs shall be paid by the sponsoring organization within seven days of the billing from the city. (Ord. [2013-22](#) § 37, 2022; Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.050 Insurance.

A. Required. If required, the applicant shall show proof of liability insurance. A specimen copy shall be filed with the application.

B. Save Harmless Agreement. At the time that a permit is issued, the permittee shall file with the city a save harmless agreement in which the permittee agrees to defend, pay, and save harmless the city, its officers and employees from any and all claims, real or imaginary, which may be filed against the city, its officers or employees, where such claim arises in whole or in part out of the activities for which such permit is issued; excepting therefrom, any claims arising solely out of the negligent acts or omissions of the city, its officers and employees. The city attorney is directed to prepare and maintain a form agreement for this purpose. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.060 Permit issuance standards—Issuance or denial.

The city special events committee shall be responsible for issuing the permit. In reviewing the application for the purpose of determining whether the permit should be issued or denied, the committee may seek consultation with other city officials and shall make such review in conformance with the following standards:

A. The time, hours, location, and size of the temporary special event will unnecessarily disrupt the movement of other traffic within the city;

B. The location of the temporary special event would cause undue hardship for adjacent businesses or residents;

C. The temporary special event is of a size or nature that requires the diversion of so great a number of police officers of the city to properly police the event, site, and areas contiguous thereto, that allowing the special event would unreasonably deny police protection to the remainder of the city and its residents;

D. Failure to arrange for or to remit by the applicant or person conducting or sponsoring the same all fees, charges, deposits, taxes, insurance or bonds, if any, required by the city, including any department thereof for the use of the public place where it is proposed to conduct or to hold such special event;

E. The city resources required to support the special event are out of proportion to the reimbursed expenses to be received by the city from the holding of the special event;

F. The information contained in the application is found to be false or nonexistent to a material degree;

G. The applicant refuses to agree, to abide or comply with all of the conditions and terms of the permit;

H. It is found that the purpose of the temporary special event is principally devoted to the advertising of a commercial product or for a private commercial process. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.070 Traffic control.

A. Traffic Control. The chief of police may require any reasonable and necessary traffic control. If such traffic control cannot be handled by the sponsor and shall require the deployment of additional police personnel, the permittee shall be responsible for the expense. The city clerk shall notify the applicant(s) of the actual projected expense and collect this amount before a permit is issued.

B. Police Escort Required. All parades, runs and motorcades shall have a police escort which shall be either appointed or approved by the chief of police. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.080 Appeal procedure.

Upon denial of a permit by the committee, an applicant may appeal to the city council by filing a written notice of appeal for hearing by the city council at its next meeting. Upon such appeal, the city council may reverse, affirm, or modify the committee's determination. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.090 Permit revocation.

A. Revocation of Permit. Any permit for a temporary special event issued pursuant to this chapter may be summarily revoked by the mayor at any time when, by reason of disaster, public calamity, riot, or other emergency, the committee determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in his application. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.100 Interference with events.

Interfering with or obstructing a parade or run is prohibited. All persons, except those participating in parades or runs, shall keep off streets, alleys, or other public rights-of-way temporarily closed for parades or runs and it is unlawful for any person to leave any vehicle upon any street, knowing that the same has been cleared for parade or run purposes. It shall be unlawful for any pedestrian, equestrian, or the operator of any vehicle to pass through or drive between the vehicles, units or floats comprising a parade or motorcade where such parade or motorcade has been granted a permit pursuant to this chapter; provided, that this shall not prohibit the operation of emergency vehicles, nor prevent the passage of such vehicles or persons at intersections where traffic is controlled by police officers of the city. Any person violating this section shall be guilty of a misdemeanor punishable in accordance with Section 9.86.010. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.110 Community events.

Those events included in Section [12.36.025](#) as community events shall comply with the provisions of this chapter, but shall not be required to make a deposit or pay for the costs associated with traffic control, cleanup or other city expenses. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

12.44.120 Violation—Crime.

A. Violation. Violations of the specifics and requirements of this chapter shall be grounds for refusal of the issuance of future permits.

B. Violation—Crime. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable in accordance with Section 9.86.010. (Ord. [1639-09](#) § 1 (App. A)(part), 2009)

The Sedro-Woolley Municipal Code is current through Ordinance 2094-24, and legislation passed through January 22, 2025.

Disclaimer: The city clerk's office has the official version of the Sedro-Woolley Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.sedro-woolley.gov/>

City Telephone: (360) 855-1661

Codification services provided by [General Code](#)

ORDINANCE NO. 2097-25

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, REPEALING
AND REPLACING CHAPTER 12.44 “SPECIAL EVENTS, PARADES AND FESTIVALS”
OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, Sedro-Woolley Municipal Code Chapter 12.44 “Special Events, Parades and Festivals” was last updated in 2022, but the majority of the code language was last updated in 2009; and,

WHEREAS, many cities throughout the region are bolstering their special event codes in order to provide increased clarity to event holders and safety personnel reviewing permit applications; and,

WHEREAS, special events are important to the economic development of the City, and we encourage event holders to hold community events for the residents of Sedro-Woolley.

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

Section One. Chapter 12.44 “Special Events, Parades and Festivals” of the Sedro-Woolley Municipal Code, last modified by Ord. 2013-22 § 37 in 2022, is hereby repealed in its entirety.

Section Two. A new Chapter 12.44 entitled “Special Events” is hereby added to Title 12 “Streets, Sidewalks, and Public Places”, to read as follows:

Sections:

12.44.010	Purpose.
12.44.020	Applicability.
12.44.030	Definitions.
12.44.040	Permit Required.
12.44.050	Amusement rides.
12.44.060	Permit Application.
12.44.070	Departmental Analysis.
12.44.080	Approval/Denial by the City.
12.44.090	Denial – Criteria.
12.44.100	Site restoration.
12.44.110	Indemnification agreement.
12.44.120	Insurance Required.
12.44.130	Revocation of Special Event Permit.
12.44.140	Violation – Penalty.

Section 12.44.010 Purpose.

Purpose. The purpose of this chapter is to accommodate and allow for individual, occasional, or seasonal activities and events desired by members of the community and to:

- A. Ensure special events and activities do not unduly impact or threaten the public's health, safety, and welfare;
- B. Protect and preserve public infrastructure and city resources;
- C. Prevent unplanned disruption of public services;
- D. Mitigate impacts to the extent feasible;
- E. Allow for the exercise of protected free speech; and
- F. Facilitate business events of a singular or infrequent nature.

Section 12.44.020 Applicability.

- A. This chapter applies only to "special events" as defined in SWMC Section 12.44.030.
- B. This chapter specifically exempts the following:
 - 1. Funeral procession by a licensed mortuary;
 - 2. Temporary sales conducted by businesses on site, such as holiday sales, grand opening sales, sidewalk sales, or anniversary sales;
 - 3. Garage sales, rummage sales, lemonade stands, and car washes outside of the right-of-way;
 - 4. Lawful picketing/demonstrating in public places protected by the First and Fourteenth Amendments to the United States Constitution.

Section 12.44.030 Definitions.

The following definitions apply to the terms used in this chapter:

"Administrator" means the city administrator or his/her designee.

"Amusement rides" means any vehicle, boat, bungee jumping device, or other mechanical device moving upon or within a structure, along cables or rails, through the air by centrifugal force or otherwise, or across water, that is used to convey one or more individuals for amusement, entertainment, diversion, or recreation. "Amusement ride" includes, but is not limited to, devices commonly known as skyrides, ferris wheels, carousels, parachute towers, tunnels of love, bungee jumping devices, and roller coasters. "Amusement ride" does not include: (a) conveyances for persons in recreational winter sports activities such as ski lifts, ski tows, j-bars, t-bars, and similar devices subject to regulation under Chapter [70.88](#) RCW; (b) any single-passenger coin-operated ride that is manually, mechanically, or electrically operated and customarily placed in a public

location and that does not normally require the supervision or services of an operator; (c) nonmechanized playground equipment, including but not limited to, swings, seesaws, stationary spring-mounted animal features, rider-propelled merry-go-rounds, climbers, slides, trampolines, and physical fitness devices; (d) water slides, water walking balls or water balls.

“Event organizer” means the person or entity that is sponsoring or organizing a special event.

“Inflatable amusements” means air-filled structures for recreational use, made of flexible fabric, kept inflated by continuous air flow by one or more blowers, and rely upon air pressure to maintain their shape.

“L&I” means Washington State Department of Labor and Industries.

“Liquor” shall have the same meaning as in RCW [66.04.010](#).

“Special event” means any temporary or ongoing activity (including, but not limited to, fun runs, roadway foot races, fundraising walks, auctions, bike-a-thons, parades, carnivals, shows, or exhibitions, filming/movie events, circuses, concerts, festivals, block parties, and fairs) conducted on:

- A. Public property or in a public right-of-way that causes the closure or limited use of streets, sidewalks, public parking, parks or other public venues normally accessible by the general public; or gatherings of 50 or more people on public property; or
- B. Private Property: it is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 250 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services.

“Water walking ball” or “water ball” is a large inflatable sphere that allows a person inside it to walk across the surface of a body of water. The water walking ball is usually two meters in diameter and has a zippered entrance to allow for easy entry and exit.

Section 12.44.040 Permit Required.

It is unlawful for any person to hold or conduct any special event as defined in SWMC Section 12.44.030 in the city without a permit issued per this chapter.

Section 12.44.050 Amusement rides.

A special event offering amusement rides must adhere to amusement ride regulations for safety and welfare of the special event attendees.

- A. Licensing and Operation. All special event permittees must ensure amusement rides are operated by an L&I certified vendor at all times, including assembly and disassembly.

B. Insurance. All amusement rides operating on city property requires the ride vendor to provide evidence of general liability insurance in amounts acceptable to the city attorney's office and name the city as additional insured. (This insurance coverage is additional to the special event permittee's overall general liability requirement in SWMC Section 12.44.120.)

C. Prohibition. Water walking balls and inflatable amusements are specifically prohibited from use at any special event taking place on public property approved under this chapter.

Section 12.44.060 Permit Application.

A. An application for a special event permit must:

1. Be made on forms available from the city;
2. Be completed and submitted to the city no later than 30 days prior to the proposed event;
3. Include the application fee as described in the fee schedule

B. A waiver of the deadline in subsection A. 2. of this section may be granted by the city upon a showing of good cause. The city must consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, or that the event is related to the exercise of rights under the First and Fourteenth Amendments of the United States Constitution.

C. The application must include the following:

1. Purpose of the special event; name, address and telephone number of the sponsoring organization or individual(s);
2. Proposed date of event, location and hours of operation, schedule of events, and estimated attendance;
3. Special facility and city assistance requests; and
4. Sanitation Requirements.
 - a. Adequate waste disposal facilities must be identified and information demonstrating how facilities will be obtained must be provided.

- b. Adequate restroom and washroom facilities must be identified and information demonstrating how facilities will be arranged for or obtained by the applicant, subject to the Skagit County health department's review and certification process, must be provided.
- D. Permits, approvals, or coordination from other public agencies when required must be submitted prior to the issuance of the permit.
- E. Five days prior to the event, a complete list of concessionaires operating any booths must be submitted.
- F. The city may require other information deemed reasonably necessary to determine that the permit meets the requirements of this chapter.
- G. When an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application must be processed promptly, without charging a fee or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

Section 12.44.070 Departmental Analysis.

- A. The city must send copies of special event permit applications to the various impacted City departments for review and determination of services required.
- B. The applicant is required to coordinate with the police department employ police officers for security and traffic control as determined by the departmental analysis.
- C. The city must estimate the cost of city services (e.g., police, public works employees, etc.) for a special event prior to the event. As a condition of permit approval, the Administrator may require a cash deposit for such costs prior to issuance of a special event permit. Additional costs incurred by the city will be evaluated following the completion of the event.

Section 12.44.080 Approval/Denial by the City.

A permit may be issued by the city only if all of the following criteria and conditions for issuance are met:

- A. Adequate plans for parking exist to meet the need generated by the proposed event;
- B. The proposed event or proposed use of the street will not intrude onto or over any portion of a public right-of-way open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering property or public safety;

- C. The proposed event will not impact, or will reasonably mitigate its impact, on nearby private property, including those impacts related to noise, light, and parking;
- D. The proposed event will not cause unreasonable impacts to other activities such as events or construction on the date(s) requested;
- E. The proposed event location has not been unreasonably impacted by the number of other events in a one-year period;
- F. Such other and further conditions as the city deems necessary to reasonably ensure that the proposed special event does not in any way create a likelihood of endangering public safety, including, but not limited to, those who may participate or be spectators.

Section 12.44.090 Denial – Criteria.

- A. An application for a special event permit may be denied for any of the following reasons:
 - 1. The event will disrupt traffic within the city beyond practical solution;
 - 2. The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
 - 3. The event will interfere with access to emergency services;
 - 4. The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
 - 5. The event will require the diversion of so many city employees that it would unreasonably affect other city services;
 - 6. The application contains incomplete or false information;
 - 7. The applicant fails to provide proof of insurance;
 - 8. The applicant fails to obtain local, county, state, or federal permits as required;
 - 9. The applicant fails to complete the application or to supply other required information or documents, or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
 - 10. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;

11. The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public;

12. There are not sufficient safety personnel or other necessary city staff to accommodate the event.

B. In the event subsection A. 10, 11, or 12 of this section applies, the city must offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

Section 12.44.100 Site restoration.

A. Cleanup. The permittee is required to clean all permitted public properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee. The city may in its discretion require a cash cleanup deposit.

B. Damage to City Property. The city reserves the right to charge the event permittee the replacement cost for any documented damage to city property occurring during a special event. The city may in its discretion require a cash damage deposit.

Section 12.44.110 Indemnification agreement.

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the sponsoring organization must agree to reimburse the city for any costs incurred by it in repairing damage to city property and indemnify and defend the city, its officers, employees, and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence.

Section 12.44.120 Insurance Required.

A. The applicant for a special event that does not involve the exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution is required to obtain and present evidence of insurance prior to permit issuance.

B. The city will determine the types and amounts of insurance required based on the risk exposure of the event.

C. A general liability insurance policy must be consistent with all of the following:

1. Be written on an occurrence form;

2. Name the city as an additional insured using an endorsement at least as broad as ISO additional endorsement form CG 20 26;
 3. Be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer.
- D. The applicant must provide the city and all additional insureds for this event with written notice of any policy cancellation within two business days of their receipt of such notice.
- E. In circumstances posing a significantly high risk of liability, the city may, in its discretion, increase the minimum insurance requirements, and in circumstances posing a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements.

Section 12.44.130 Revocation of Special Event Permit.

- A. Any special event permit issued pursuant to this chapter may be revoked by the Administrator if the Administrator in consultation with the mayor determines that any of the following apply:
1. That the special event cannot be conducted without violating the provisions of this chapter or the conditions of the special event permit;
 2. The special event is being conducted in violation of the provisions of this chapter or any condition of the special event permit;
 3. The special event poses a threat to the public health or safety;
 4. Conditions such as severe weather or other circumstances beyond the control of the city or the permittee have created or are likely to create conditions detrimental to the health and safety of the public or the event participants;
 5. The permittee has failed to obtain any other permit required by the city or pursuant to other local, state or federal law;
 6. The special event permit was issued in error or contrary to applicable law;
 7. The permittee has not paid all applicable city fees when due;
 8. The participants in the special event are engaged in illegal activities.
- B. Except as otherwise provided in this section, revocation of a special event permit must be in writing, must describe the reasons for the revocation and must be mailed, electronically transmitted, or hand-delivered to the permittee.

C. If there is an emergency requiring immediate revocation of a special event permit, the Administrator may verbally notify the permittee of the revocation and the reasons for the revocation, followed by written notice within seven days.

Section 12.44.140 Violation – Penalty.

A. It is unlawful to sponsor, conduct, or operate a special event contrary to this chapter or contrary to the conditions of a special event permit, or for any participant in a special event to violate a condition of the special event permit willfully and knowingly.

B. Violation of this chapter is a class 1 civil infraction.

Section Three. 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 Four. 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 Five. 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.

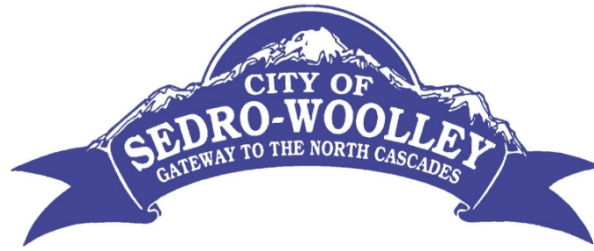
Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: e.10.

Date: March 12, 2025

From: Nathan Salseina , Maintenance Operations Supervisor

Subject: Purchase - 5/6 Cubic Yard Dump Truck Cab & Chasis Outfitting

RECOMMENDED ACTION:

Authorize Public Works Director Bill Bulluck to sign purchase order no 2025-PO-11 issued to OSW Equipment & Repair LLC for the outfitting of the cab and chassis to the 5/6 cubic yard dump truck body in the amount of \$75,400.76.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The Equipment Repair and Replacement Fund (ERR) 2025 Budget anticipates the purchase of a new 7 CY dump truck in 2025. This truck will replace Unit #316, our current medium-duty dump truck that was purchased in 2006. Council approved the purchase of the cab and chassis at the February 12th Council Meeting. This purchase order provides for the outfitting of the cab and chassis with a 5/6 Cu Yd dump body, tow hitch, led work lights, trailer brakes, & snow plow hydraulics. This work will provide the city with a completed and functional dump truck. Staff has negotiated pricing for the chassis utilizing the Washington State Department of Enterprise contract number # 01117

FISCAL IMPACT, IF APPROPRIATE:

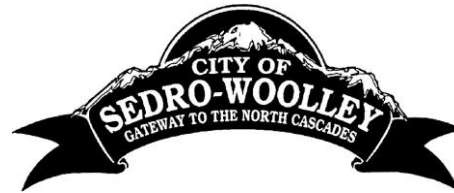
Funding for this equipment is included in the 2025 Equipment Repair and Replacement fund budget.

ATTACHMENTS:

1. 2025-PO-11 OSW Equipment & Repair LLC Purchase Order

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: 2025-PO-11

VENDOR:

OSW Equipment & Repair LLC
Spencer Moon
20812 Broadway Avenue
Snohomish, WA 98296
Tel: 360-653-6066
Email: swmoon@oswequipment.com

SHIP TO:

City of Sedro-Woolley
Nathan Salseina
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
03/13/2025	Nathan Salseina		Sedro-Woolley, WA	NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Contractor Dump Body 5/6 Cu Yd Per Attached OSW Equipment & Repair LLC Quote PQ2192025SW Rev 2, Dated 02/25/2025 Per DES Contract No. 01117, Term Ends 04/30/2026	\$69,429.80	\$69,429.80
SUBTOTAL				\$69,429.80
DES DISCOUNT				Included
SHIPPING & HANDLING				N/A
.088 SALES TAX				\$5,970.96
OTHER				N/A
TOTAL				\$75,400.76

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:

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

594.42.64.000.501 \$75,400.76
Equipment & Vehicles - Streets

Authorized by

Date



PQ2192025SW Rev2

2/25/2025

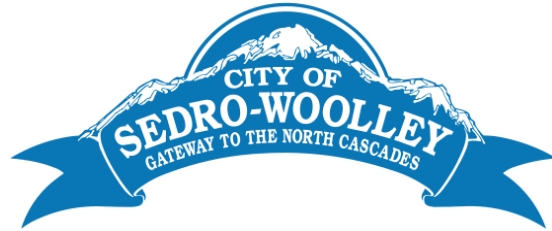
Price Quotation For

OSW Equipment & Repair, LLC.

20812 Broadway Ave.
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100

1-800-653-6066



Prepared For:

Nathan Salseina
City of Sedro Woolley

360-815-8687

nsalseina@sedro-woolley.gov

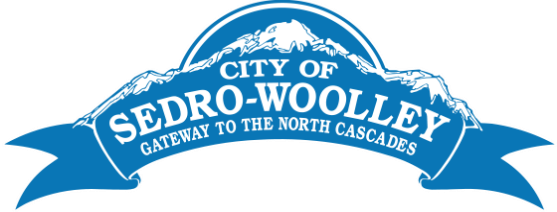
State of Washington Current Contract Information

Effective Date: 05-01-2018

Contract number: 01117

Contract title: DUMP BODIES, SNOW PLOWS VARIOUS TYPES,
CONTROLS & SERVICES

Excel#	Item#	Description	Qty.	Unit Price	Total Price
Category C: Contractor Dump Body					
82		Contractor Dump Body 5/6 Cu Yd. (Northend Truck Equipment) (Length 174", Width 96") Meet or Exceeds Specifications, Section I, 1-8, Section II, 1-23, Section III, 1-18, Section IV, 1-3, Section V, Item 1, Section VI, 1-6, Section VII, 1-5, Section VIII, Item 1, Section	1	\$40,452.42	\$40,452.42
98	14	Add two (2) Whelan L-31HAF lights to the cab guard	1	\$1,502.63	\$1,502.63
134	23	Electric Brake Controller	1	\$970.57	\$970.57
119	8	Decrease Length to 5/6 Yd Body to 11'6" .	1	-\$2,003.98	-\$2,003.98
197	6	2" Receiver With 7-Way Plug and D-Rings	1	\$847.68	\$847.68
182	69	Work Light Mounted in the Rear Hitch Area In Addition to the Cab Guard (Must Be LED)	1	\$384.04	\$384.04
NTE Hydraulic Options					
4	1	Open Center Snow and Ice System 4 Section Valve With Dual Flow, Manual Electric Sander Valve Control and Stainless Steel Box (Room Permitting) With 20 Gal./Minute Gear Pump Front Mounted With OEM Front Frame Rail Extensions, Air Control Console, Behind The Cab Tank, or VT35 With Poly or Stainless Lid, With Basic Hoses and Fittings Installed (see Sander Line Option)	1	\$23,032.47	\$23,032.47
61	3	Hot Shift PTO ILO Manual Transmission for Allison	1	\$2,367.07	\$2,367.07
21	18	Sander Lines The Rear wit QD's	1	\$1,876.90	\$1,876.90

 PQ#2192025SW Rev2		Price Quotation For	
OSW Equipment & Repair, LLC. 20812 Broadway Ave. Snohomish, WA. 98296 Ph: 425-483-9863 FAX: 425-483-4504 1-800-653-6066			
	SubTotal With No Tax		\$69,429.80
	Applicable Sales Tax Percentage at Delivery Location	8.60%	\$5,970.96
	Total Price with Tax Included		\$75,400.76

Notes:

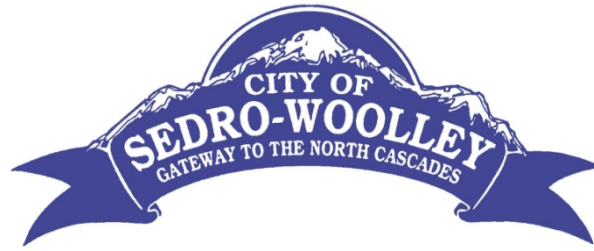
- Pre-Build Meeting Required to Review Notes and Confirm Specs
 - Review Final CT Measurement Before Final Body and Chassis Order
 - Body to be Painted Silver
 - Chassis Requires Stationary Grill and Extended Front Frame Rails
- * In addition to a signed Body Purchase Order Our Shop Must Receive Customers Accurate Chassis ETA and Drawing/Spec's with CA and Cab Height Before Build Can Be Scheduled In**

Accepted: Spencer Moon Spencer Moon OSW Equipment & Repair, LLC.	2/25/2025 Accepted: _____ Date: _____ Nathan Salseina City of Sedro Woolley P.O. Number _____
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*By Signing, Purchaser Agrees to Terms and Conditions Located at: <https://oswequipment.com/terms-and-conditions/>

Thank you for your assistance on this quote. Should you have any questions or need additional information, please give me a call at 253-509-3443.

Sincerely,
OSW Equipment & Repair, LLC.
 Spencer Moon
 Municipal Sales Territory Manager



City Council Agenda Item

Agenda Item No.: e.11.

Date: March 12, 2025

From: Bill Bullock, Public Works Director

Subject: Award Correction - 2025 Olmsted Park Site Improvements

RECOMMENDED ACTION:

Motion to rescind approvals for Alternative Bid 1 and Alternative Bid 2, contract 2024-PW-04, to Excavation West, Inc. made by council on February 26, 2025.

Motion to award the 2025 Olmsted Park Site Improvements and Structures, Alternative Bid 1 and Alternative Bid 2, contract 2024-PW-04, to Excavation West, Inc. of Sedro-Woolley, WA, in the amount of \$331,230.00 for Alternative 1 and \$359,715.78 for Alternative 2 (including sales tax).

Motion to fund Bid 1 and Bid 2 totaling \$690,945.78 with funding from the Special Project Fund in the amount of \$338,000 and General Fund reserves in the amount of \$352,945.78.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

On the February 26th council meeting awarding the construction contract to Excavation West, staff made two errors in the award motions for Bid Alternate 1 and Bid Alternate 2. The original bid table (attached) listed bid results in order sealed bids were opened by City staff. The low bidder, Excavation West, was the second bid opened; and therefore, the second bid summarized on the bid Tab. Fisher Construction (Fisher) was the first bid opened but the fourth lowest bidder. Staff correctly listed Excavation West as the low bidder with a correct motion awarding their base bid of \$2,437,616.79.

However, the motions awarding Alternates 1 & 2 inadvertently listed the bids from Fisher Construction, not Excavation West, and were therefore incorrectly listed in the motions presented on February 26, 2025.

The Bid Alternates from Fisher were \$116,662.71 lower than the Bid Alternates submitted by Excavation West; but the base bid submitted by Excavation West was \$579,461.26 lower than Fisher; therefore, the lowest combined bid (Base Bid plus Alternates 1 & 2) was submitted by Excavation West. The proposed motion above corrects the error.

FISCAL IMPACT, IF APPROPRIATE:

At the February 26, 2025 Council meeting, Council elected to fund the Bid Alternatives 1 & 2 from the

General Fund Reserves, reducing the balance from 33% to 30%. Drawing an additional \$116,662.71 to cover the correct price of Bid Alternatives 1 & 2 submitted by Excavation West will draw the General Fund Reserves down to approximately 29%. Still well above the city's policy goal.

The original bid tabulation, listing bidders in order of bid opening has been modified for readability.

The second attachment is how bid tabs will be revised to prevent similar errors in the future by listing bids in order from lowest to highest.

ATTACHMENTS:

1. Original Bid Tab
2. Revised Bid Tab



2025 OLMSTED PARK SITE IMPROVEMENTS AND STRUCTURES

Prepared by: Kyle Anderson, Assistant City Engineer

Bid Date: February 11, 2025 at 2:00Pm

2024-PW-04

Final Bid Results

Bid Tabulation

Engineer's Opinion of Probable Construction Cost						Fisher Construction Group, Inc.		Excavation West, Inc.		SRV Construction, Inc.		Dawson Construction, LLC	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Base Bid - Site Utilities, Grading, Landscape Plan, Residence, Restroom, Storage, Trash, Signs	LS	1	\$2,543,000.00	\$2,543,000.00	2,778,156.58	2,778,156.58	2,244,582.68	2,244,582.68	3,057,203.00	3,057,203.00	2,785,000.00	2,785,000.00
2	Sales Tax (8.6%)				\$218,698.00		\$238,921.47		\$193,034.11		\$262,919.46		\$239,510.00
TOTAL BASE BID AMOUNT					\$2,761,698.00		\$3,017,078.05		\$2,437,616.79		\$3,320,122.46		\$3,024,510.00
3	Alternate 1-22'x22' Pavilions	LS	1	\$340,650.00	\$340,650.00	309,676.29	309,676.29	305,000.00	305,000.00	814,580.00	814,580.00	295,000.00	295,000.00
4	Sales Tax (8.6%)				\$29,295.90		\$26,632.16		\$26,230.00		\$70,053.88		\$25,370.00
TOTAL ALT 1 BID AMOUNT					\$369,945.90		\$336,308.45		\$331,230.00		\$884,633.88		\$320,370.00
5	Alternate 2-16'x16' Pavilions	LS	1	\$290,000.00	\$290,000.00	219,129.48	219,129.48	331,230.00	331,230.00	694,350.00	694,350.00	170,000.00	170,000.00
6	Sales Tax (8.6%)				\$24,940.00		\$18,845.14		\$28,485.78		\$59,714.10		\$14,620.00
TOTAL ALT 2 BID AMOUNT					\$314,940.00		\$237,974.62		\$359,715.78		\$754,064.10		\$184,620.00
COMBINED TOTAL					\$3,446,583.90		\$3,591,361.11		\$3,128,562.57		\$4,958,820.44		\$3,529,500.00

TRICO Companies, LLC						Highline Construction		Colacurcio Bros, Inc.		Tiger Construction Ltd.	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Base Bid - Site Utilities, Grading, Landscape Plan, Residence, Restroom, Storage, Trash, Signs	LS	1	2,404,896.00	2,404,896.00	2,827,154.00	2,827,154.00	2,850,000.00	2,850,000.00	3,141,149.00	3,141,149.00
2	Sales Tax (8.6%)				\$206,821.06		\$243,135.24		\$245,100.00		\$270,138.81
TOTAL BASE BID AMOUNT					\$2,611,717.06		\$3,070,289.24		\$3,095,100.00		\$3,411,287.81
3	Alternate 1-22'x22' Pavilions	LS	1	325,610.00	325,610.00	368,172.00	368,172.00	340,000.00	340,000.00	348,796.00	348,796.00
4	Sales Tax (8.6%)				\$28,002.46		\$31,662.79		\$29,240.00		\$29,996.46
TOTAL ALT 1 BID AMOUNT					\$353,612.46		\$399,834.79		\$369,240.00		\$378,792.46
5	Alternate 2-16'x16' Pavilions	LS	1	213,555.00	213,555.00	279,873.00	279,873.00	215,000.00	215,000.00	275,386.00	275,386.00
6	Sales Tax (8.6%)				\$18,365.73		\$24,069.08		\$18,490.00		\$23,683.20
TOTAL ALT 2 BID AMOUNT					\$231,920.73		\$303,942.08		\$233,490.00		\$299,069.20
COMBINED TOTAL					\$3,197,250.25		\$3,774,066.11		\$3,697,830.00		\$4,089,149.47



2025 OLMSTED PARK SITE IMPROVEMENTS AND STRUCTURES
Prepared by: Kyle Anderson, Assistant City Engineer
Bid Date: February 11, 2025 at 2:00Pm

2024-PW-04

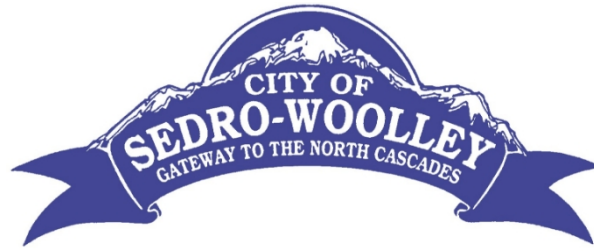
Apparent Low Bidder

Final Bid Results

Bid Tabulation

Engineer's Opinion of Probable Construction Cost						Excavation West, Inc.		TRICO Companies, LLC		Dawson Construction, LLC		Fisher Construction Group, Inc.	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Base Bid - Site Utilities, Grading, Landscape Plan, Residence, Restroom, Storage, Trash, Signs	LS	1	\$2,543,000.00	\$2,543,000.00	2,244,582.68	2,244,582.68	2,404,896.00	2,404,896.00	2,785,000.00	2,785,000.00	2,778,156.58	2,778,156.58
2	Sales Tax (8.6%)				\$218,698.00		\$193,034.11		\$206,821.06		\$239,510.00		\$238,921.47
TOTAL BASE BID AMOUNT					\$2,761,698.00		\$2,437,616.79		\$2,611,717.06		\$3,024,510.00		\$3,017,078.05
3	Alternate 1-22'x22' Pavilions	LS	1	\$340,650.00	\$340,650.00	305,000.00	305,000.00	325,610.00	325,610.00	295,000.00	295,000.00	309,676.29	309,676.29
4	Sales Tax (8.6%)				\$29,295.90		\$26,230.00		\$28,002.46		\$25,370.00		\$26,632.16
TOTAL ALT 1 BID AMOUNT					\$369,945.90		\$331,230.00		\$353,612.46		\$320,370.00		\$336,308.45
5	Alternate 2-16'x16' Pavilions	LS	1	\$290,000.00	\$290,000.00	331,230.00	331,230.00	213,555.00	213,555.00	170,000.00	170,000.00	219,129.48	219,129.48
6	Sales Tax (8.6%)				\$24,940.00		\$28,485.78		\$18,365.73		\$14,620.00		\$18,845.14
TOTAL ALT 2 BID AMOUNT					\$314,940.00		\$359,715.78		\$231,920.73		\$184,620.00		\$237,974.62
COMBINED TOTAL					\$3,446,583.90		\$3,128,562.57		\$3,197,250.25		\$3,529,500.00		\$3,591,361.11

Colacurcio Bros, Inc.						Highline Construction		Tiger Construction Ltd.		SRV Construction, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Base Bid - Site Utilities, Grading, Landscape Plan, Residence, Restroom, Storage, Trash, Signs	LS	1	2,850,000.00	2,850,000.00	2,827,154.00	2,827,154.00	3,141,149.00	3,141,149.00	3,057,203.00	3,057,203.00
2	Sales Tax (8.6%)				\$245,100.00		\$243,135.24		\$270,138.81		\$262,919.46
TOTAL BASE BID AMOUNT					\$3,095,100.00		\$3,070,289.24		\$3,411,287.81		\$3,320,122.46
3	Alternate 1-22'x22' Pavilions	LS	1	340,000.00	340,000.00	368,172.00	368,172.00	348,796.00	348,796.00	814,580.00	814,580.00
4	Sales Tax (8.6%)				\$29,240.00		\$31,662.79		\$29,996.46		\$70,053.88
TOTAL ALT 1 BID AMOUNT					\$369,240.00		\$399,834.79		\$378,792.46		\$884,633.88
5	Alternate 2-16'x16' Pavilions	LS	1	215,000.00	215,000.00	279,873.00	279,873.00	275,386.00	275,386.00	694,350.00	694,350.00
6	Sales Tax (8.6%)				\$18,490.00		\$24,069.08		\$23,683.20		\$59,714.10
TOTAL ALT 2 BID AMOUNT					\$233,490.00		\$303,942.08		\$299,069.20		\$754,064.10
COMBINED TOTAL					\$3,697,830.00		\$3,774,066.11		\$4,089,149.47		\$4,958,820.44



City Council Agenda Item

Agenda Item No.: g.1.

Date: March 12, 2025

From: Bill Bullock, Public Works Director

Subject: New City Engineer Introduction

RECOMMENDED ACTION:

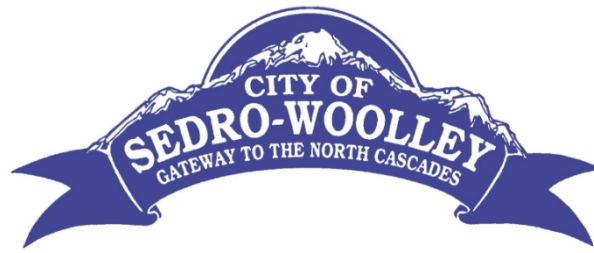
ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: 1.1.

Date: March 12, 2025

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement - Jones/John Liner RR Undercrossing Project

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute a contract with David Evans and Associates for engineering, design, and right of way services for Jones/John Liner RR Undercrossing Project in the amount not to exceed \$393,137 with a management reserve of an additional \$39,314. Additionally, Council approves the purchase of right-of-way (real property and easements) up to an amount of \$70,000.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The Jones/John Liner Railroad Undercrossing is a new road (1100 feet) across unimproved right of way. It will consist of one 11-foot travel lane in each direction, curb/gutter on both sides, a three-foot buffer strip and ten-foot multi-use path on the north side, five-foot sidewalk on the south side, redesign the drainage ditch and replace with a modern storm system, and install street lighting in key locations. The BNSF railway bridge structure is currently under final construction and is anticipated to be completed in September/October of this year. This project will make the physical connection to the Jones/John Liner Corridor creating a new parallel route to SR 20 from SR 9 to Trail Road. This is a state funded project through the Transportation Improvement Board (TIB).

Current project funding:

PE = \$393,200/\$60,80 match

R/W= \$70,000/\$10,825 match

Cons= \$1,891,000/\$292,427 match

FISCAL IMPACT, IF APPROPRIATE:

This initial contract will be for an amount not exceed \$393,137; matching funds for design and right-of-way will be funded with REET and TBD revenues

ATTACHMENTS:

1. TIB Consultant Agreement_Jones_RR_Undercrossong



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 8-2-126(014)-1		PROJECT PHASE (check one) ☐ Design ☐ Construction	
PROJECT TITLE & WORK DESCRIPTION Jones/John Liner RR Undercrossing Project: is a new road (1100 feet) across unimproved right of way. Two 11-foot travel lanes, curb/gutter on both sides, buffer strips, ten-foot multi-use path on the north side, five-foot sidewalk on the south side, right of way, stormwater, and street lighting.			
CONSULTANT NAME & ADDRESS David Evans & Associates, Scott Soiseth PM, 14432 SE Eastgate Way, Suite 400, Bellevue, WA 98007			
AGREEMENT TYPE (check one)			
☐ LUMP SUM \$ _____			
☐ COST PLUS FIXED FEE			
		OVERHEAD PROGRESS PAYMENT RATE _____ %	
		OVERHEAD COST METHOD	
		☐ Actual Cost	
		☐ Actual Cost Not To Exceed _____ %	
		☐ Fixed Rate _____ %	
		FIXED FEE \$ _____	
☐ SPECIFIC RATES OF PAY		☐ Negotiated Hourly Rate	
		☐ Provisional Hourly Rate	
☐ COST PER UNIT WORK			
DBE PARTICIPATION ☐ Yes ☐ No _____ %		WBE PARTICIPATION ☐ Yes ☐ No _____ %	
COMPLETION DATE 6/31/2026		MAXIMUM AMOUNT PAYABLE \$393,200	

THIS AGREEMENT, made and entered into this _____ day of _____, between the **City of Sedro-Woolley**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

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

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

XIV EXTRA WORK

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



- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____ By _____

Consultant David Evans & Associates City/County of City of Sedro-Woolley



EXHIBIT A-1 Certification of Consultant

Project No. 8-2-126(014)-1	City/County Sedro-Woolley
-------------------------------	------------------------------

I hereby certify that I am _____ a duly authorized representative of the firm of _____ whose address is _____ and that

neither I nor the above firm I here represent has:

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

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of **City of Sedro-Woolley**, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT B-1

CITY OF SEDRO-WOOLLEY

Jones/John Liner RR Undercrossing Project

Design

Scope of Services

TIB Project 8-2-126(014)-1

Prepared by:

**David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007**

March 4, 2025

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Task 1.0 PROJECT DESCRIPTION, Design Criteria, and Project Assumptions

1.1 Project Description

The City of Sedro-Woolley (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for Final Design for the Jones/John Liner Road RR Undercrossing Project from Reed Street to Sapp Road, approximately 1,100 lf. Services will include preliminary and final design, rail grade excavation, acquisitions of required permits and necessary right-of-way, environmental documentation and permitting to meet SEPA requirements, and preparation of bid and construction documents.

In preparation for the development of this scope of services, the CONSULTANT has identified a possible geotechnical challenge, related to seismic stability of the proposed railroad undercrossing side slopes, that may impact the design and construction of the project. Verification of this challenge will not occur until such time as the proposed geotechnical explorations are completed. Therefore, for the purpose of this scope of services, the CONSULTANT assumes that all slopes along the project alignment will be stable under seismic loading. **If slope instability is identified, the CONSULTANT will inform the CITY and the design team and supplementary geotechnical analysis and structural wall design, not included in this scope of services, will be considered.**

The major features of the project include:

- Survey and Base Mapping
- 30%, 90% and Final PS&E Documents
- Utility Coordination
- Survey
- SEPA and Supporting Documentation
- Geotechnical Report
- Right-of-Way Acquisition Services
- Permit Acquisition
- Bid Support Services

1.2 Design Criteria

The design and plans, specifications and estimate (PS&E) will be based on the requirements of the City of Sedro-Woolley Public Works Standards. Project specifications will be based on the most current WSDOT Standard Specifications and the City of Sedro-Woolley's General Special Provisions. The Project has received Transportation Improvement Board (TIB) Funds.

1.3 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Provide all City standard specifications and City bid forms in Microsoft Word format.

- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings for exhibits.

1.4 Project Assumptions

- All drawings will be prepared in AutoCAD/civil 3D 2023, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans.
- Specifications will follow the most recent available WSDOT/APWA Standard Specifications and the City of Sedro-Woolley's General Special Provisions.

Task 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

2.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

Assumptions

Assumptions for the PROJECT include the following:

- Project Duration 10 months (March 2025 through December 2025)

2.2 Subconsultant Coordination

Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3 Develop Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 10-month Final Design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables: Project Schedule and Monthly Updates.

2.4 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables: Monthly Invoices and Progress Reports (11 total).

2.5 Project Kick-off Meeting and Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a virtual project 1-hour team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT shall prepare for, attend, and document up to ten (10) virtual meetings, including the kick-off meeting, with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend one meeting every month with the CLIENT's project manager for the duration of the project. The meetings will be held virtually via Zoom or MS Teams. It is assumed 3 consultant staff, in addition to the Consultant project manager, will attend.

Meeting Totals:

Meeting	Number
Kick-off Meeting with CITY and CONSULTANT Staff	1: Minutes to be prepared by CONSULTANT.
Progress meetings with City and CONSULTANT	9: Assumes one monthly meeting for 9 months.

Deliverables:

- Kick-off Meeting Minutes

2.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 3.0 Survey

3.1 Horizontal and Vertical Control Network

The CONSULTANT shall establish local horizontal and vertical control points throughout the corridor for the purposes of performing surveying services, and they shall be based upon the Horizontal and Vertical Control Point Network established by WSDOT or as otherwise specified by the CLIENT.

Deliverables:

- Control points will be shown on the topographic base map deliverable noted under Task 3.3 below, and a listing of the control points ID, northing, easting, elevation, and material make-up description.

3.2 Establish Road Centerline Alignments and Right-of-Ways for Corridor (Base Map)

The CONSULTANT shall establish the existing centerlines and right-of-ways within the corridor limits for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The right-of-way centerlines and margins will be shown on the topographic base map. The base map will show located street monuments found that are used to calculate the centerlines and right-of-way margins. No title company research will be required.

Deliverables:

- Right-of-Way centerlines, margins, and survey monuments will be shown on the topographic base map deliverable noted under Task 3.3 below.

3.3 Topographic Survey

The CONSULTANT shall prepare a project topographic base map along Jones Road, the unopened right of way extending east of Jones Road, and John Liner Road.. The survey limits will also extend varying distances along adjoining streets as requested by the design team as follows:

- 100 feet east along John Liner Road from the intersection of North Reed Street and west along College Way
- 100 feet north and south along North Reed Street.
- 350 feet west along Jones Road from the intersection Sapp Road to the west side of Brickyard Creek.
- 100 feet north and south on Sapp Road.

Mapping limits along the unopened right of way will be the entire 50 foot right of way. In addition the mapping limits will be expanded on the property of the Upper Skagit Indian Tribe to include a 80 foot wide swath.

The final design topographic base will be prepared utilizing standard ground surveying. The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-ways and road centerlines, property lines, driveways, parking areas, limits and type of paving, fences, structures, sidewalks, above-ground utilities and associated overhead lines, traffic signals, street signs, channelization, landscape areas, trees (6" diameter and above).

3.4 Underground Utilities

Storm drain structures will be opened to determine pipe type, size, depth and connection invert elevations. Sanitary sewer will be plotted based on the surveyed location of manholes together with system maps to determine pipe size and connection invert elevations. The CONSULTANT coordinate with a private utility locate vendor to arrange to have the locations of existing conductible utilities surface marked, and will request utility as-builts for the areas where improvements are planned. No Ground Penetrating Radar (GPR) will be performed. The CONSULTANT shall survey the locations of the painted utility locates and incorporate the lines into the base mapping. CONSULTANT will not climb into any manholes or catch basins.

Deliverables:

- Site mapping prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD™ Civil release 2023 using CONSULTANT drafting standards.
- Civil 3D 2023 electronic drawing file.

Assumptions

Assumptions for the PROJECT include the following:

- Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83/11, and Vertical = NAVD-88.
- Drafting and CAD standards will be based on CONSULTANT's in-house standards.
- City will acquire all rights of entry required for additional topographic survey.
- City will provide existing right of way deeds.

3.4 BNSF Structure Survey

After BNSF completes the construction of their bridge, the CONSULTANT will visit the site to map the newly built structure. This process will include surveying the underside of the bridge and the outer edges of the vertical piles. The collected data will then be incorporated into the existing topographical survey map.

Task 4.0 Environmental Documentation

The environmental documentation task assumes that the project can avoid all federal permit triggers, including work below the ordinary high-water mark (OHWM) of any wetlands or streams. If that is not the case, other tasks will be triggered, including, but not limited to preparation of Endangered Species Act documentation, Section 401 and 404 permitting. **An amendment to the Consultant Agreement will be prepared if federal permits are triggered.**

4.1 Geology and Soils Technical Report (HWA)

In preparation for the development of this scope of work, the CONSULTANT has identified a possible geotechnical challenge, related to seismic stability of the proposed undercrossing side slopes, that may impact the design and construction of the project. Verification of this challenge will not occur until such time as the proposed geotechnical explorations are completed. Therefore, for the purpose of this scope of services, the CONSULTANT assumes that all slopes along the project alignment will be stable under seismic loading. **If slope instability is identified, the CONSULTANT will inform the CITY and the design team and supplementary analysis, not included in this scope of services, will be considered.**

The CONSULTANT's geotechnical contribution to the project will include assessment of sloping areas within the corridor, assessment of existing road subgrade, retaining wall design, luminaire foundation design, and feasibility of using infiltration in stormwater design. To complete a geotechnical scope of service, the geotechnical portion of the project will include the following tasks.

Research

The CONSULTANT shall begin with a literature search of readily-available information. The CONSULTANT shall review readily-available information including Soil Conservation maps (NRCS), USGS maps, LIDAR maps, City of Sedro-Woolley information, and reports prepared by the CONSULTANT or others in the area. A thorough review of the available information will provide valuable information, allowing efficient planning of the on-site fieldwork.

Field Reconnaissance

The CONSULTANT shall perform a site walk of the project area. At that time, the CONSULTANT shall map the exposed geology and document the current condition of the project area. Additionally proposed exploration locations will be marked for utility locate services.

Prepare Site Exploration Plans

To permit the field work, the CONSULTANT will prepare a document summarizing the proposed exploration methods to be used to evaluate the subsurface site conditions. This will include preparation of traffic control plans needed to complete the explorations. The CONSULTANT will also arrange for the required traffic control for the explorations and arrange for a private utility locator to confirm marked locations prior to beginning field explorations. The CONSULTANT assumes permits for the drilling will be provided at no cost to the geotechnical CONSULTANT. As no explorations are proposed within the limits of the BNSF railroad embankments, no BNSF permit or railroad flaggers are assumed to be required.

Exploration

The CONSULTANT will conduct two days of drilling along the project alignment to obtain subsurface information required to advance the design of the proposed improvements. One day of drilling, advancing one boring near the railroad undercrossing, will be performed using a truck mounted drill rig using mud rotary drilling methods. The second day of drilling, extending along the flat lying portion of the alignment, will be performed using a limited access track mounted drill rig. The CONSULTANT will limit explorations to boring locations within the right-of-way and along

the proposed alignment. The borings will be observed by a geologist or engineer from the CONSULTANT team. The CONSULTANT proposes to drill the truck mounted boring to a depth of approximately 80 feet below ground surface. The limited access borings advanced along the flat portion of the project alignment will be drilled to a depth of 20-30 feet below ground surface. No groundwater monitoring wells will be installed.

Geotechnical Design

The CONSULTANT will complete geotechnical analysis associated with advancing the design of the proposed improvements. This design effort will include slope stability analysis of the proposed undercrossing side slopes, pavement and subgrade preparation recommendations, luminaire foundation design analysis, retaining wall design recommendations, and evaluation of the bridge foundation suitability under seismic loading. If the CONSULTANT's analysis indicates that slope stability challenges exist and/or standard retaining walls cannot be used, a scope and budget amendment will be required to cover additional required services.

Reports

Upon conclusion of the field work, the CONSULTANT shall provide a draft geotechnical report describing the findings that include the results from the previous explorations. Included in the report will be:

- Copies of the boring logs,
- Laboratory test results,
- Location maps
- Summary of our subsurface findings,
- Seismic design parameters and considerations
- Pavement design and subgrade improvement recommendations (based on traffic data provided to the CONSULTANT).
- Assessment of feasibility of using infiltration in stormwater design
- Slope stability evaluations of the proposed undercrossing side slopes
- Luminaire foundation recommendations
- Conceptual retaining wall design recommendations
- Recommendations for Earthwork
- Temporary slope and excavation requirements
- Erosion control recommendations

Upon receiving review comments from the design team and the AGENCY, the CONSULTANT will finalize the geotechnical report.

Meetings:

Attend the kick-off meeting (assumed to be virtual meeting). Up to four (4) project meetings, one hour each are estimated between the geotechnical CONSULTANT and the design team/AGENCY staff.

Review of Plans and Specifications

Review one round of project plans and specifications to confirm that the plans have incorporated the geotechnical recommendations.

Geotechnical Task Progress Reports and Coordination

Provide project management and coordination with the CONSULTANT and the AGENCY including monthly invoices and progress reports, if required.

Geotechnical Task QA/QC

All deliverables will be reviewed by a senior reviewer prior to providing them to the design team for incorporation into the project.

Deliverables:

- One Geotechnical Exploration Plan (pdf electronic copy)
- One Draft Geotechnical Report (pdf electronic copy).
- One Final Geotechnical Report (pdf electronic copy).

Assumptions:

This scope of services assumes that our analysis indicates that the undercrossing slopes are stable under static and seismic loading conditions. If slope instability is identified, additional explorations and analysis will be required under a separate scope and budget amendment.

Onsite infiltration is expected to be infeasible due to high seasonal groundwater levels. No infiltration testing or mounding analysis is included in this scope of services.

This scope of services assumes that WSDOT standard plan luminaire foundation design will be used. If standard plan foundations are determined to be unsuitable, structural design will be required, which is not included in this scope of work.

This scope of services assumes that conventional retaining wall systems can be used at the undercrossing location. If more complex retaining wall systems are required to satisfy stability or constructability challenges, additional explorations and analysis will be required under a separate scope and budget amendment.

The scope of services does not include identification nor evaluation of contaminants that may be present in the soil or ground water. Although not anticipated, if contaminated soils are encountered the CONSULTANT will coordinate with the AGENCY to segregate the suspect soils and place them in a drum to be stored temporarily on-site, or at a location of the AGENCY's choosing, to await test results for proper disposal of the impacted soils. Cost of testing and disposal are not included in this scope of services.

Geotechnical explorations can be completed during daylight hours with a minimum work window of 7AM to 5 PM.

No hazardous materials report is included in this scope of services.

Pavement restoration for the explorations (if needed) will consist of rapid setting concrete dyed to match the pavement.

No groundwater monitoring wells will be installed as part of this scope of work.

One round of review comments will be provided for the geotechnical report.

Following finalization of the geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the CONSULTANT is not included.

4.2 Cultural Resources

To obtain clearance under the Governor's Executive Order 21-02, the CONSULTANT will prepare an EZ-1 form and submit the form on the CITY's behalf to the Department of Archaeology and Historic Preservation (DAHP). This task will include preparing a vicinity map with a general project boundary and gathering initial data about the project site. A cultural survey or other reporting is not included.

Deliverables:

- Draft DAHP EZ-1 form for CITY review.
- Revised DAHP EZ-1 form for DAHP review.
- Final DAHP EZ-1 form for DAHP final submittal.

Assumptions:

- One round of review of the EZ-1 form will be conducted by the CITY.
- One round of review of the EZ-1 form with DAHP will occur.
- No federal funding is involved
- No cultural resources survey will be conducted or survey report prepared.
- No Historical Property Inventory forms will be prepared.
- Submittals will be electronic.

4.3 SEPA Environmental Documentation

The CONSULTANT shall prepare a SEPA Checklist for the PROJECT. Environmental resources addressed will include earth, air, water, plants, animals, energy/natural resources, environmental health, land/shoreline use, housing, aesthetics, light/glare, recreation, historic/cultural preservation, transportation, public services, and utilities. Supporting data and information will be utilized from a site visit, available technical reports, existing aerial photographs, site photographs, City GIS data, the City Comprehensive Plan, and online databases.

Deliverables:

- Draft SEPA Checklist (pdf electronic version).
- Final SEPA Checklist (pdf electronic version).

Assumptions:

- The City will be the SEPA Lead Agency.
- Up to two rounds of CITY review may be required.
- The City will submit the SEPA determination to Ecology for recording in the State of Washington SEPA Register.

4.4 Critical Area Report

The CONSULTANT shall prepare a Critical Areas Report for the PROJECT. Task includes field delineation of wetlands and streams in the study area and identification of any fish and wildlife habitat conservation areas. Other critical areas, including floodplains, critical aquifer recharge areas, etc. will be described based on publicly available information only. Any identified wetlands and streams will be flagged with surveyor flagging and located by the civil survey team. Delineation procedures will follow appropriate local, state and federal guidelines. Report will include classification and rating of wetlands according to Ecology's Wetland Rating System for Western Washington and City code. Report will only address existing conditions and will not include an assessment of project impacts or mitigation.

Deliverables:

- Draft CAR (pdf electronic version).
- Final CAR (pdf electronic version).
-

Assumptions:

- The CITY will provide documented property access for field surveys.
- Task includes up to two rounds of CITY review on the CAR.
- Project will have no direct impact to wetlands or streams.
- Buffer impacts and associated mitigation will be addressed in a separate addendum to the CAR if necessary, which will be negotiated as an addendum to the Contract Agreement.

4.5 Environmental Permitting

The CONSULTANT will support the CITY with preparation of the following permit documents:

- Fill and Grade Permit
- Hydraulic Project Approval (HPA) from WDFW.
- NPDES Construction Stormwater General Permit.
- Stormwater Pollution Prevention Plan (SWPPP).

The CONSULTANT has estimated the level of effort for preparing permit applications and consulting with the agencies through the permit process. However, the level of effort may vary from this estimate due to agency requests for additional information or changes in design requiring additional coordination.

WDFW HPA

The CONSULTANT will prepare and submit the online HPA application through WDFW's APPS system. The application cannot be submitted until the SEPA decision has been completed by the City. The application will also be submitted with complete site plans, as required by WAC Chapter 220-110. This permit assumes that the project may affect the bank of a water of the State, but not extend below the OHWM, which would trigger federal permits.

Critical Area Checklist

CONSULTANT will complete the Critical Area Checklist required under City code, which will be accompanied by the CAR. Task assumes that the checklist may receive one round of comments from the CITY.

Clearing and Grading Permit

A clearing and grading permit may need to be obtained from the CITY. If determined that a clearing and grading permit is required, the CONSULTANT shall prepare the application package and all relevant documentation. The CONSULTANT shall assume two rounds of reviews to address comments.

NPDES Construction Stormwater General Permit

An NPDES Construction Stormwater General Permit (CSWGP) will be required from Washington Department of Ecology (Ecology) for the disturbance of over one acre during construction and the involvement of waters of the U.S. The CONSULTANT shall prepare the project information necessary for the NOI, prepare the public notice, and submit the online NOI application to Ecology at least 60 days prior to discharge of stormwater. The CITY shall publish the public notice in the local newspaper twice, seven (7) days apart, consistent with the Ecology CSWGP requirements.

Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT shall prepare a final Stormwater Pollution Prevention Plan in accordance with the Ecology's current Stormwater Management Manual for Western Washington. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP. Three (3) copies of the final SWPPP shall be submitted.

Deliverables:

- Online HPA Application submittal.
- Draft and Final Fill and Grade Permit Application.
- NPDES Notice of Intent Application (submitted online).
- NPDES Public Notice.
- TESC Plan.
- SWPPP (Final)

Assumptions:

- City will provide all permit application fees.
- Two rounds of review on each permit application.
- In accordance with the NPDES CSWGP guidelines, the NOI will be submitted at least 60 days prior to storm water discharge.
- Other local permits are not included in this scope, but can be added as an additional work element.

Task 5.0 Stormwater Design Technical Information Report (TIR)

5.1 Storm Drainage Design and Report

The new impervious area is greater than 2,000 square feet; therefore a drainage report is required. The CONSULTANT shall:

- Determine the new pervious and impervious areas.
- Evaluate project requirements for detention and water quality design.
- Determine the existing drainage systems and drainage basins for the project area.
- Develop drainage system improvements for this project, including detention and water quality treatment if required.
- Prepare a drainage technical information report (TIR) that summarizes the efforts of this task and includes any calculations.
- Submit TIR for CITY review.
- It's assumed there will be one set of TIR comments and one revision.

Deliverables:

- Draft Drainage TIR.
- Final Drainage TIR.

Assumptions:

- Flow Control and Water Quality modeling will be done using an approved continuous hydrologic model as listed in the Department of Ecology's 2024 Stormwater Management Manual for Western Washington to develop general size requirements for flow control and water quality to a preliminary design level.
- Soils information will be based on NRCS mapping of the area and historical soil information provided by the City of Sedro-Woolley.
- The preliminary analysis will assume no infiltration. Infiltration may be possible and may be evaluated in later design phases once more detailed geotechnical analysis is done after the preliminary design phase.

Task 6.0 Preliminary Design (30% Design)

6.1 Project Site Visit (1 Total)

The CONSULTANT shall conduct one (1) site visit during the preliminary design to develop the 30% design. CLIENT staff shall be present at the site visit, if requested.

6.2 Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT shall develop the appropriate alignment, cross-sections, concept stream crossing structure, non-motorized treatments, retaining wall plan/profile and drainage improvements. A cost estimate for the preliminary design shall be prepared. Development of the preliminary (30%) design level plans is intended for public viewing at the first open house.

Deliverables:

- Preliminary design level corridor plans including:
 - Cover sheet including a vicinity map and sheet index.
 - Typical roadway sections.
 - Roadway plans.
 - Drainage plans.
 - Retaining wall plans/profiles.
 - Pavement Marking plans.
 - Roadway cross sections at every 50 feet.
- Preliminary design level project cost estimates.

Retaining Wall Design

The CONSULTANT shall design two retaining walls for the PROJECT located on the north and south sides of the BNSF undercrossing. Due to the uncertainty of wall types until the geotechnical evaluation/supplemental evaluation is completed under Task 4.1, the CONSULTANT will only prepare a wall horizontal layout and profile.

Task 7.0 90% Plans, Specifications and Estimates

7.1 90% Submittal

Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.

The CITY will supply the CONSULTANT with the current version of the City of Sedro-Woolley's Special Provisions.

The CONSULTANT's Engineer's Estimate shall be included with the submittal. The Engineer's Estimate will include an itemized list in tabular form describing section, item, number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be based on experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

The CONSULTANT's 90% submittal shall include drawings, quantities, specifications, and the Engineer's estimate. All 30% plan submittal comments received shall be incorporated into the submittal. The CITY shall review the submittal and return a consolidated set of comments to the CONSULTANT. The review period shall last three weeks. The 90% plans will include the following sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- General Notes and Legend (1 sheet)
- Horizontal/Survey Control Plan (2 sheets)
- Typical Roadway Sections (2 sheets)
- Site Preparation Plans (2 sheets)
- TESC Plans and Details (3 sheets)
- Roadway Plan/Profile (3 sheets)
- Roadway Details (2 sheets)
- ADA Curb Ramp Plans (3 sheets- 6 Ramps)
- Drainage Plan/Profiles (3 sheets)
- Flow Control & Water Quality Plans & Details (3 sheets)
- Drainage Details (1 sheets)
- **Retaining Wall Plan/Profile/Details (3 sheets). See assumption below.**
- Pavement Marking and Signing Plans (3 sheets)
- Illumination Plans and Details (3 sheets)
- Traffic Control and Pedestrian Detour Plans (4 sheets)

Assumptions:

- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.
- Illumination will be LED.
- **Retaining Wall Plan/Profile/Details will be developed through an Amendment to the Contract Agreement after the Task 4.1 Geotechnical Analysis is completed and the appropriate wall type is known.**

Deliverables:

- Electronic PDF copy of 90% Plans, Specifications, and Estimate.
- Cross-Sections every 50 feet along roadway alignments.

Task 8.0 100% Plans, Specifications and Estimates

The CONSULTANT 100% package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final Engineer's estimate. Plans and specifications shall include details on any property acquisitions and commitments. The 90% PS&E Plan submittal comments shall be incorporated into the submittal. The CONSULTANT shall make no further changes to the documents without the approval of the CITY. **The compensation amount for all work under Task 8.0 must be agreed to by the CITY prior to the commencement of the work and will be paid for with the Management Reserve funds.**

Deliverables:

- PDF electronic copy of 100% Complete Plan set.
- PDF electronic copy of 100% Complete Specifications Book.
- Final Cost Estimate (PDF electronic and Excel).

Task 9.0 Bid Ready Plans, Specifications and Estimates

The CONSULTANT's Bid Ready package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final Engineer's estimate. The 100% PS&E Plan submittal comments shall be incorporated into the submittal. **The compensation amount for all work under Task 9.0 must be agreed to by the CITY prior to the commencement of the work and will be paid for with the Management Reserve funds.**

Deliverables:

- One (1) unbound and electronic pdf copy of the complete Plan Set. Each sheet shall be stamped and signed by the CONSULTANT.
- One (1) unbound and electronic pdf copy of the complete Specifications Book. The cover page shall be stamped and signed by the CONSULTANT.
- Bid alternates and/or schedules. Final Cost Estimate including all elements from the design.
- Final electronic CAD files.

Task 10.0 BNSF Coordination

This task involves identifying coordination with BNSF in regard to the proposed BNSF undercrossing located at proposed BNSF bridge 87.33. The CITY is the lead for BNSF coordination, and the CONSULTANT will assist with coordinating plan review and approval of the new Jones/John Liner Road traversing through the BNSF right of way. DEA will also assist the City in acquiring the necessary approvals from BNSF to construct the roadway through the BNSF right of way. The CONSULTANT shall support the CITY in the BNSF Coordination.

10.1 Kick-off Meeting with BNSF

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a virtual project 1-hour team kick-off meeting with BNSF staff expected to be involved in the project. The meeting will be used to discuss key elements of the scope of work, the project schedule, BNSF required reviews and approvals and to clearly define the roles and responsibilities of the project team members. If determined in-person will add value that time and travel cost will be additional.

10.2 Coordination Meetings with BNSF

The CONSULTANT shall prepare for, attend, and document up to nine (9) virtual meetings, including the kick-off meeting, with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend one meeting every month with the CLIENT's project manager for the duration of the project. The meetings will be held virtually via Zoom or MS Teams. It is assumed 2 consultant staff, in addition to the Consultant project manager, will attend.

Deliverables:

- Transmittal of the plans to BNSF at all submittals with BNSF required submission documents.

TASK 11.0 Utility Coordination

11.1 Utility Location and Coordination

This task involves identifying existing utilities that are in conflict with the proposed roadway improvements, coordinating with utility providers for the relocation and/or undergrounding of their existing facilities, design of a joint utility trench, and cost estimating to determine proportionate shares of trench costs for each utility provider. The CITY agrees to work cooperatively with the CONSULTANT as the franchise controller of the utilities, and assist with having the utilities respond with plans and information regarding their facilities in a timely and responsive manner. The CONSULTANT will perform the following work tasks as identified below.

Utility Coordination

The CONSULTANT will transmit two copies of the half-size plans at major milestone submittals (60, 90% and 100% submittals) to utility providers. The need for utility relocations (if any) will be identified. Utility agencies will verify the accuracy and location of their respective facilities. Communications with the utility providers will be documented for the project file. The CONSULTANT will notify the CITY of meetings between the CONSULTANT and the utilities in the event the CITY should choose to attend.

The CONSULTANT will request that the utilities determine if they have improvements that they would prefer to have relocated prior to or coincident with this PROJECT. The CONSULTANT will prepare meeting notes and distribute them to participants.

The CONSULTANT shall attend up to two (2) Utility Coordination Meetings, prepare meeting records, and distribute to all attendees.

Deliverables:

- Transmittal of the plans at major milestone submittals (30%, 90%, 100%) to the utility providers.

Utility Conflict Resolution and Pothole Matrix

The CONSULTANT will provide identification, documentation, and a proposed resolution of potential subsurface conflicts between existing utilities and proposed CITY facilities. The CONSULTANT will also provide identification, documentation, and a proposed resolution of potential surface and above-ground conflicts between existing utilities and proposed CITY facilities.

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is assumed 10 locations will be potholed. If additional potholes are required, this will be done as an extra service.

The CONSULTANT shall utilize a private locating service to locate and determine the depth of buried utilities. The CONSULTANT shall identify the potential conflicts with existing utilities to remain, and identify up to 6 locations where more data would assist in the relocation design. The utility locate company will provide temporary traffic control plans and a plan of the potholing procedure to the CITY for approval prior to performing work.

The CONSULTANT shall coordinate with the utility locating service and survey the pothole locations and elevations. The locating information shall be provided to the CITY in tabular format with references to the plan locations.

Deliverables:

- Utility conflict resolution and pothole matrix
- Updated utility base map.

Assumptions:

- Utility locations will be developed from readily available information, i.e. utility and City provided as-builts and potholing information.
- Franchise utility companies will acquire the necessary right of way required for their new/relocated facilities.
- Franchise utility companies will provide all design and specifications for utility relocations.

TASK 12.0 Right-of-Way Appraisal and Acquisition

12.1 Parcel Exhibits

The CONSULTANT shall prepare parcel exhibits for each affected individual parcel. It is estimated that parcel exhibits are required for three (3) total parcels (6 total exhibits), all of which will require both fee takes and temporary construction easement exhibits.

Deliverables:

- Draft Parcel Exhibits.
- Final Parcel Exhibits.

12.2 Legal Descriptions

The CONSULTANT shall provide descriptions for the right-of-way acquisitions required by this project. The CONSULTANT will include area calculations and right-of-way dimensions with the parcel descriptions. It is estimated that legal descriptions are required for three parcels (6 total).

Deliverables:

- Draft Legal Descriptions.
- Final Legal Descriptions.

12.3 Real Estate Services

The CONSULTANT shall perform real estate functions required to analyze, negotiate for, and acquire fee takes and temporary construction easements along Jones/John Liner Road, from Reed Street to Sapp Road, on behalf of the City of Sedro-Woolley, for the Jones/John Liner Road RR Undercrossing project.

PROJECT MANAGEMENT AND QUALITY ASSURANCE

This Task Item includes all work related to the management and coordination of real estate functions in accordance with Federal and State regulations, policies, and procedures. The Consultant shall manage the project scope, schedule, billing, and budget, including:

REAL PROPERTY ACQUISITION SERVICES

The Consultant shall provide administration and coordination services for the acquisition of right-of-way for the City of Sedro-Woolley for the Jones/John Liner Road RR Undercrossing project.

- Attend a kick-off meeting with the City to obtain available information; discuss material and information needed from the City (Plans, Legal Descriptions, Exhibits, Staking, etc.); and obtain any additional information to assist in the acquisition process. A maximum of two hours.
- Participate in progress meetings by conference call and provide monthly status reports – a maximum of three 30-minute coordination meetings.
- Maintain acquisition records in accordance with statutory, regulatory, and policy requirements.
- Complete acquisition files for real property acquisition certification by funding source.
- Certification of ROW Assistance
- Contract Administration

- Contacts with the City of Sedro-Woolley and DEA

Deliverables:

1. Acquisition schedule and schedule updates
2. Monthly status reports
3. Appraisal reports

Assumptions:

- The purchase of property and property rights following Federal and State policies and regulations, the City of Sedro-Woolley's procedures for real property acquisition services, and WSDOT's Local Agency Manual Chapter 25 and Right-of-way Manual.
- If participation of facilitate public meetings, stakeholder outreach, and any public presentations are required, the additional budget will be negotiated.
- Project includes Acquisition and Negotiation services for 3 private property owners. Coordination with BNSF is not included in this scope of work.
- Parcel exhibits and legal descriptions will be provided.
- No Right of Way boundary corners will be set. No record of survey will be filed with the Skagit County Auditor.

TITLE SERVICES

The Consultant shall provide title services including but not limited to:

- Conduct a review of the preliminary title report and a 50-year title delineation of three parcels to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may require subordination agreements, reconveyances, or pose obstacles or delays to the acquisition closing process remain unchanged.
- Coordinate with the City to assess the risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition of right of way.
- Prepare a list of title exceptions to be cleared.
- Request an updated title report from the title company prior to sending a settled acquisition package to the City for payment and closing to ensure ownership has not changed and new encumbrances or exceptions have not been recorded.
- Update the previously completed Parcel Title Summary Memos if needed.

Deliverables:

- Parcel Title Review Summary
- Letter to lender, prepare Subordination Agreement, Reconveyances, Partial Release, etc.
- Updated Parcel Title Summary Memos

Assumption:

- The SUBCONSULTANT will provide Title reports and supplemental Title Reports for 3 privately owned parcels.

VALUATIONS, APPRAISAL, AND APPRAISAL REVIEW SERVICES

The Consultant shall provide appraisal services including but not limited to:

- Coordinate with appraisers and obtain appraisal and appraisal review reports for three parcels, for a total of three appraisals and three appraisal review reports.

Deliverables:

- Three appraisal and appraisal review reports.
- Right of Way Funding Estimate.

Assumptions:

- If AOS reports are required, the additional budget will be negotiated.
- Valuation of the BNSF property is not included in this scope of work.
- If additional appraisal and appraisal review reports are needed, the additional budget will be negotiated.

NEGOTIATION SERVICES

The Consultant shall provide negotiation services including but not limited to:

- Provide sample templates of all acquisition documents (offer letters, deeds, easements, temporary construction easements, etc.) for the City's review and approval for project use.
- Upon written permission to proceed, prepare the offer package and conveyance documents for three parcels.
- Promptly present offers and negotiate in good faith with the property owners to purchase the right-of-way.
- Conduct a minimum of five (5) significant and meaningful contacts with the property owner.
- Provide written notice to the CITY of impasse in negotiations and recommendation for condemnation.
- Provide acquisition file to City to commence condemnation.

Deliverables:

- Sample Introduction Letter
- Offer Packages for pre-approval
- Executed Offer Packages
- Complete Acquisition files for payment or legal action
- Written notices of impasse in negotiations
- Written notices of recommendations for condemnation

Assumptions:

- All forms and documents shall comply with Federal and State statutory requirements.
- The City/DEA will provide plans and drawings, maps, exhibits, and staking of the proposed acquisition area, if necessary.

- The City/DEA will provide legal descriptions in electronic format for the purchase of right-of-way and temporary construction easements.
- The City will provide approval of all acquisition documents in electronic format for all legal conveyance documents and forms prior to use (i.e.: offer letters, deeds, easements, etc.).
- The City will make payment for all compensation payments to property owners, recording fees, legal services, and any incidental costs which may be necessary to complete each transaction and record the required acquisition documents with the Skagit County auditor's office.

CLOSING SERVICES

The Consultant shall provide closing services including but not limited to:

- Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9s and Excise Tax Affidavits, as applicable to be signed by the City.
- Prepare payment vouchers and deliver them to the City to issue payment for the acquisition of property and property rights.
- Prepare a Request for Partial Reconveyance if applicable.
- Prepare payment vouchers for title clearing charges and submit them to the City to process payment.
- Prepare acquisition files to include fair offer letters, a standard diary form indicating all contacts with owners, ancillary documents, and other items necessary to complete the work – a maximum of three parcels.

Deliverables:

- Completed acquisition negotiation files
- Payment voucher/requests for payment supported by signed W-9s and other documents required to process payment.
- Invoices from lenders, Escrow & Title companies, etc.

Assumptions:

- The CITY will make payment for all compensation payments to property owners, recording fees, legal services, and any incidental costs which may be necessary to complete each transaction and record the required acquisition documents with the Kitsap County auditor's office.
- Partial Reconveyance, assuming one parcel.
- Additional budget will be negotiated for the following services as needed:
 - Open and oversee escrow closing for each parcel.
 - Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
 - Coordinate and appraisals and appraisal reviews for potential litigation.

TASK 13.0 Bid and Award Support

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The CONSULTANT shall obtain written authorization from the CITY prior to providing any of the following services:

- If requested, the CONSULTANT shall attend and participate in a Pre-Bid meeting to assist the CITY in responding to questions and inquires.
- If requested, the CONSULTANT shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the CITY in preparing any addenda required. For estimating purposes 3 addendums are assumed.

Deliverables:

- Attend and participate in pre-bid meeting.
- Prepare response to bidder questions and bid document addenda.

TASK 14.0 Optional Services

Optional Services are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid through an amendment to the Contract Agreement. The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount.

Tasks that may be included under Optional Services include:

- Public Outreach during Design
- Conduct Construction Management and/or Support.



EXHIBIT C-3

Payment

(Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.

Exhibit C-2
CITY OF SEDRO-WOOLLEY
Jones/John Liner RR Undercrossing

David Evans and Associates, Inc.

	Classification	Hrs.	x	Rate	=	Cost
1	Project Manager V	144.0		\$ 109.62	\$	15,785
2	Engineer V	58.5		\$ 70.00	\$	4,095
3	Engineer V	204.0		\$ 76.30	\$	15,565
4	Engineer III	190.0		\$ 56.00	\$	10,640
5	Designer IV	100.5		\$ 68.50	\$	6,884
6	Engineer Designer II	108.0		\$ 59.52	\$	6,428
7	Project Manager IV	23.0		\$ 83.80	\$	1,927
8	Engineer VI	3.0		\$ 87.46	\$	262
9	Engineer III	8.0		\$ 60.74	\$	486
10	COE Delivery Leader III	16.0		\$ 83.20	\$	1,331
11	Survey Manager 1	22.0		\$ 65.00	\$	1,430
12	Office Survey Tech III	76.0		\$ 51.00	\$	3,876
13	Party Chief IV	62.0		\$ 52.00	\$	3,224
14	Field Survey Technician III	62.0		\$ 32.00	\$	1,984
15	Project Manager III	32.0		\$ 73.00	\$	2,336
16	Planner III	48.0		\$ 52.00	\$	2,496
17	Scientist IV	24.0		\$ 52.50	\$	1,260
18	Scientist III	134.0		\$ 44.00	\$	5,896
19	Project Accountant IV	16.0		\$ 38.86	\$	622
20	Project Coordinator III	41.0		\$ 41.30	\$	1,693
		Total Hrs.		1372.0		

Direct Labor				\$	88,222
Overhead	1.7624			\$	155,482
Fee	30%	of Direct Labor		\$	26,467
Total (Direct Labor+Overhead+Fee)				\$	270,171

Direct Expenses	No.	Unit	Each	Cost
Mail/Deliveries/Fed Ex	0	each @	\$30	est. \$ -
Underground Utility Locates	10	hours @	\$155	\$ 1,550
Underground Utility Potholing	6	each @	\$1,500	\$ 9,000
Mileage	2000	miles @	\$0.700	/mile \$ 1,400
GPS Unit	0	day @	\$25.00	\$ -
DEA Direct Expenses Subtotal				\$ 11,950

DEA and Direct Expenses Subtotal	\$ 282,121
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Subconsultants

HWA Consulting, Inc.	\$ 59,009
Contract Land Staff	\$ 52,007

Subconsultant Total	\$ 111,016
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DEA and Subconsultant Costs	\$ 393,137
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Management Reserve (10%)	\$ 39,314
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Total with Management Reserve	\$ 432,451
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Exhibit C-2
CITY OF SEDRO-WOOLLEY

Jones/John Liner RR Undercrossing

Hour Estimate

Exhibit C-2																								
CITY OF SEDRO-WOOLLEY																								
Jones/John Liner RR Undercrossing																								
Hour Estimate																								
David Evans and Associates, Inc.		1	2	3	4	5	6	7	6	7	10	11	12	13	14	15	16	17	18	19	20			
Item No.	Work Item	Project Manager V	Engineer V	Engineer V	Engineer III	Designer IV	Engineer Designer II	Project Manager IV	Engineer Designer II	Project Manager IV	COE Delivery Leader III	Survey Manager I	Office Survey Tech III	Party Chief IV	Field Survey Technician III	Project Manager III	Planner III	Scientist IV	Scientist III	Project Accountant IV	Project Coordinator III	DEA	DEA Direct	DEA Loaded
	Task	PM	QA/QC/Civil Lead	Storm Drainage	Civil	CAD	Storm Drainage	Railroad	Retaining Walls QC	Retaining Wall Design	Survey	Survey	Survey	Survey	Survey	Environmental	Environmental	Environmental	Environmental	Accountant	Coordinator	Total	Dollars	Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total Er	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$
2.0	Project Management and Quality Control																					88	\$9,100	\$27,868
2.1	Project Management (2 hrs/week for 40 wks)	80																			8	24	\$2,358	\$7,220
2.2	Subconsultant Coordination (0.5 hr/wk for 40 wks)	20																			4	6	\$658	\$2,014
2.3	Develop Project Schedule (including monthly updates)	6																						
2.4	Monthly Invoices/Progress Reports (11 Total)	11																		16	16	43	\$2,488	\$7,620
2.5	Project Kick-off Meeting and Progress Meetings																							
	Project Kick-off Meeting (1 hr meeting)	1	1	2	2			1								1						8	\$601	\$1,841
	Progress Meetings (9 Total - 1 hr meeting)	9		9	9											9						36	\$2,834	\$8,680
2.6	Quality Control/Quality Assurance Review		40	8																		48	\$3,410	\$10,444
2.7	Change Management	4																			2	6	\$521	\$1,596
	Work Item 2.0 Total	131	41	19	11			1								10				16	30	259	\$21,970	\$67,282
3.0	Survey																							
3.1	Horizontal and Vertical Control Network										2	4	4	8	8							26	\$1,302	\$3,988
3.2	Establish Roadway Centerline and Right of Way										2	4	2									8	\$528	\$1,618
3.3	Topographic Survey				1						1	2	28	36	36							104	\$4,721	\$14,458
3.4	Underground Utilities				1						1	1	4	8	8							23	\$1,080	\$3,308
3.5	BNSF Structure Survey		1		1						1	1	4	4	4							16	\$814	\$2,493
	Work item 3.0 Total		1		3						7	12	42	56	56							177	\$8,446	\$25,866
4.0	Environmental Documentation																							
4.1	Geology and Soils Technical Report																							
	Draft			2					2													4	\$328	\$1,003
	Final			1					1													2	\$164	\$501
4.2	Cultural Resources Report																							
	Draft Cultural Resources Assess. Rpt. w/Eligibility Forms			1												2						3	\$222	\$681
	Final Cultural Resources Assess. Rpt. w/Eligibility Forms			0.5												1						2	\$111	\$340
4.3	SEPA Environmental Documentation																							
	Draft			2												8	40		6		4	60	\$3,246	\$9,940
	Final			0.5												2	8		4		1	16	\$817	\$2,503
4.4	Critical Areas Report																							
	Field delineation															1		12	12			25	\$1,231	\$3,770
	Draft CAR			2												2		8	60		4	76	\$3,524	\$10,791
	Final CAR			1												1		4	12		2	20	\$970	\$2,970
4.5	Environmental Permitting																							
	WDFW HPA			2												2			4			8	\$475	\$1,453
	Critical Area Checklist			0.5												1			4			6	\$287	\$879
	City Fill and Grade			1												1			8			10	\$501	\$1,535
	NPDES Public Notice			2												1			24			27	\$1,282	\$3,925
	SWPPP (Final)			8	1																	9	\$666	\$2,041
	Work Item 4.0 Total			23.5	1				3							22	48	24	134		11	267	\$13,824	\$42,334
5.0	Stormwater Design Technical Information Report																							
5.1	Stormwater Design Documentation																							
	Draft TIR		2	40		4																46	\$3,466	\$10,614
	Final TIR		0.5	10		1																12	\$867	\$2,654
	Work Item 5.0 Total		2.5	50		5																58	\$4,333	\$13,268
6.0	Preliminary Design (30% Design)																							
6.1	Project Site Visit (1 Total)			6	6																	12	\$794	\$2,431
6.2	30% Design Plans																							
	Cover Sheet			0.5		1																2	\$107	\$327
	Typical Roadway Sections			1	4	2																7	\$437	\$1,339
	Roadway Plan/Profile (3 sheets)		4	2	24	16																46	\$2,873	\$8,797
	Drainage Plans (3 sheets)			8		12	30															50	\$3,218	\$9,855
	Retaining Wall Plans/Profiles (2 sheets)			2	8	4			4													18	\$1,118	\$3,422
	Pavement Marking (2 sheets)				2	2																4	\$249	\$763
	Cross-Sections			1	4																	5	\$300	\$920
	Preliminary Cost Estimate		2	2	12		4			2												22	\$1,324	\$4,055
	Work Item 6.0 Total		6	22.5	60	37	34			6												166	\$10,419	\$31,908

Exhibit C-2
CITY OF SEDRO-WOOLLEY

Jones/John Liner RR Undercrossing

Hour Estimate

Exhibit C-2 CITY OF SEDRO-WOOLLEY																								
Jones/John Liner RR Undercrossing																								
Hour Estimate																								
David Evans and Associates, Inc.		1	2	3	4	5	6	7	6	7	10	11	12	13	14	15	16	17	18	19	20			
Item No.	Work Item	Project Manager V	Engineer V	Engineer V	Engineer III	Designer IV	Engineer Designer II	Project Manager IV	Engineer Designer II	Project Manager IV	COE Delivery Leader III	Survey Manager I	Office Survey Tech III	Party Chief IV	Field Survey Technician III	Project Manager III	Planner III	Scientist IV	Scientist III	Project Accountant IV	Project Coordinator III	DEA	DEA Direct	DEA Loaded
	Task	PM	QA/QC/Civil Lead	Storm Drainage	Civil	CAD	Storm Drainage	Railroad	Retaining Walls QC	Retaining Wall Design	Survey	Survey	Survey	Survey	Survey	Environmental	Environmental	Environmental	Environmental	Accountant	Coordinator	Total	Dollars	Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total Er	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$
7.0	90% Plans, Specifications and Estimate																							
7.1	90% Plans (39 Sheets)																							
	Cover Sheet with Vicinity Map and Index (1 sheet)			0.5		1																2	\$107	\$327
	General Notes and Legend (1 sheet)			0.5		1																2	\$107	\$327
	Horizontal/Survey Control Plan (2 sheets)					0.5						2	2									5	\$266	\$815
	Typical Roadway Sections (2 sheets)			2	4	2																8	\$514	\$1,573
	Site Preparation Plans (2 sheets)			2	12	4																18	\$1,099	\$3,364
	TESC Plans and Details (3 sheets)			1		2	4															7	\$451	\$1,382
	Roadway Plan/Profile (3 sheets)			4	20	12																36	\$2,247	\$6,882
	Roadway Details (2 sheets)			1	6	2																9	\$549	\$1,682
	ADA Curb Ramp Plans (3 sheets- 6 Ramps)		2		12	2																16	\$949	\$2,906
	Drainage Plan/Profiles (3 sheets)			4		2	26															32	\$1,990	\$6,093
	Flow Control & Water Quality Plans & Details (3 sheets)			8		4	28															40	\$2,551	\$7,812
	Drainage Details (1 sheets)			4		4	12															20	\$1,293	\$3,961
	Retaining Wall Plan/Profile/Details	Will be negotiated upon completion of Task 4																						
	Pavement Marking and Signing Plans/Details (3 sheets)				4	2																6	\$361	\$1,106
	Illumination Plans and Details (3 sheets)				12	6																18	\$1,083	\$3,317
	Traffic Control and Pedestrian Detour Plans (4 sheets)				6	6																12	\$747	\$2,288
	Project Specifications		4	36																		40	\$3,027	\$9,269
	Cost Estimate			4	12		4			2												22	\$1,337	\$4,094
	Work Item 7.0 Total		6	67	88	50.5	74			2		2	2									292	\$18,677	\$57,197
8.0	100% Plans, Specifications and Estimate	(Hours to be negotiated using Management Reserve Funds upon completion of Task 7)																						
8.1	100% Plans																							
	Cover Sheet with Vicinity Map and Index (1 sheet)																							
	General Notes and Legend (1 sheet)																							
	Horizontal/Survey Control Plan (2 sheets)																							
	Typical Roadway Sections (2 sheets)																							
	Site Preparation Plans (2 sheets)																							
	TESC Plans and Details (3 sheets)																							
	Roadway Plan/Profile (3 sheets)																							
	Roadway Details (2 sheets)																							
	ADA Curb Ramp Plans (3 sheets- 6 Ramps)																							
	Drainage Plan/Profiles (3 sheets)																							
	Flow Control & Water Quality Plans & Details (3 sheets)																							
	Drainage Details (1 sheets)																							
	Retaining Wall Plan/Profile/Details	Will be negotiated upon completion of Task 4																						
	Pavement Marking and Signing Plans (3 sheets)																							
	Illumination Plans and Details (3 sheets)																							
	Traffic Control and Pedestrian Detour Plans (4 sheets)																							
	Project Specifications																							
	Cost Estimate																							
	Work Item 8.0 Total																							
9.0	Bid Ready Plans, Specifications and Estimate	(Hours to be negotiated using Management Reserve Funds upon completion of Task 7)																						
9.1	Plans																							
9.2	Project Specifications																							
9.3	Cost Estimate																							
	Work Item 9.0 Total																							
10.0	BNSF Coordination																							
10.1	Kick-off Meeting with BNSF	2	2	2				4														10	\$847	\$2,594
10.2	Coordination Meetings with BNSF (9 Total)	9		9				18														36	\$3,182	\$9,744
	Work Item 10.0 Total	11	2	11				22														46	\$4,029	\$12,338
11.0	Utility Coordination																							
11.1	Utility Location and Coordination																							
	Utility Coordination (up to 2 meetings)	2		2	4																	8	\$596	\$1,825
	Utility Conflict Resolution & Pothole Matrix				4	2																6	\$361	\$1,106
	Survey Potholes and update Utility Base Map				2						1		2	6	6							17	\$801	\$2,454
	Work Item 11.0 Total	2		2	10	2					1		2	6	6							31	\$1,758	\$5,384

Exhibit C-2
CITY OF SEDRO-WOOLLEY

Jones/John Liner RR Undercrossing

Hour Estimate

David Evans and Associates, Inc.		1	2	3	4	5	6	7	6	7	10	11	12	13	14	15	16	17	18	19	20			
Item No.	Work Item	Project Manager V	Engineer V	Engineer V	Engineer III	Designer IV	Engineer Designer II	Project Manager IV	Engineer Designer II	Project Manager IV	COE Delivery Leader III	Survey Manager I	Office Survey Tech III	Party Chief IV	Field Survey Technician III	Project Manager III	Planner III	Scientist IV	Scientist III	Project Accountant IV	Project Coordinator III	DEA	DEA Direct	DEA Loaded
	Task	PM	QA/QC/Civil Lead	Storm Drainage	Civil	CAD	Storm Drainage	Railroad	Retaining Walls QC	Retaining Wall Design	Survey	Survey	Survey	Survey	Survey	Environmental	Environmental	Environmental	Environmental	Accountant	Coordinator	Total	Dollars	Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total Er	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$
12.0	Right-of-Way Needs Assessment																							
12.1	Parcel Exhibits (3 Total)																							
	Draft			2	6						3	3	12									26	\$1,545	\$4,732
	Final			1	3						1	1	3									9	\$546	\$1,671
12.2	Legal Descriptions (3 Total-ROW)																							
	Draft										3	3	12									18	\$1,057	\$3,236
	Final										1	1	3									5	\$301	\$922
12.3	Real Estate Services	Contract Land Staff																						
	Work Item 12.0 Total			3	9						8	8	30									58	\$3,449	\$10,561
13.0	Bid and Award Support																							
13.1	Attend Pre-Bid Meeting			4	4																	8	\$529	\$1,621
13.3	Answer Bidder Questions and Prepare Bid Addendums (3 Addendums)			2	4	6																12	\$788	\$2,412
	Work Item 13.0 Total			6	8	6																20	\$1,317	\$4,033
14.0	Optional Services	Authorization from City																						
	Work Item 14.0 Total																							
PROJECT WORK ITEM TOTALS		144	58.5	204	190	100.5	108	23	3	8	16	22	76	62	62	32	48	24	134	16	41	1372.0	\$88,222	\$270,171
TOTAL CONTRACT AMOUNT		144	58.5	204	190	100.5	108	23	3	8	16	22	76	62	62	32	48	24	134	16	41	1372.0	\$88,222	\$270,171

COST ESTIMATE FOR GEOTECHNICAL SERVICES
Jones/John Liner Road Improvements Project
Sedro-Woolley, Washington

2025-037-21
Date: 14-Feb-2025

Prepared for: DEA
Prepared By: DJH

PROPOSED SCOPE:

See Attached Scope of Work

ESTIMATED IWA LABOR TASK:

WORK TASK DESCRIPTION	PERSONNEL AND 2025 HOURLY RATES										
	Principal IX	Geotechnical Engineer VIII	Geotechnical Engineer VII	Geotechnical Engineer V	Geotechnical Engineer II	Geologist III	Contracts Administrator	CAD	Administrative Support	TOTAL	DIRECT LABOR
	Sugar	Huling	Place	O'Brien	Cutter	Heize-Fry	Babko	Fry	Murphy		
	\$102.00	\$92.00	\$85.00	\$64.00	\$43.00	\$44.00	\$53.00	\$36.00	\$38.00	HOURS	AMOUNT
Geotechnical Project Management											
Project Kick off Meeting		1		1						2	\$156
Consultant Team Meetings (assume 4 1-hr meetings)		4		4						8	\$624
Geotechnical Project Management and Invoicing				5			5			10	\$585
Geotechnical Explorations											
Collect and Review Available Geotechnical Data		0.5		2						2.5	\$174
Field Reconnaissance				5		5				10	\$540
Plan Field Exploration Program				2		6				8	\$392
Call and Verify Utility Locates						8				8	\$352
Generate Geotechnical Subsurface Explorations Work Plan		1		4				2		7	\$420
Conduct Deep Geotechnical Exploration (Assume 1 Day)				1		12				13	\$592
Conduct Limited Access Geotechnical Explorations (Assume 1 Day)				1		10				11	\$504
Generate Boring Logs and Assian Laboratory Testing			1	2		3				6	\$345
Geotechnical Engineering											
Evaluate Field and Laboratory Data		1		4						5	\$348
Generate AASHTO Seismic Design Parameters			1	3						4	\$277
Evaluate Liquefaction				4						4	\$256
Settlement Considerations		2		4						6	\$440
Slope Stability Analysis		4		12						16	\$1,136
Retaining Wall Design		6		8						14	\$1,064
Develop Luminare Foundation Recommendations:				2						2	\$128
Pavement and Subgrade Improvement Design:			4	4				4		12	\$740
HWA QA/QC		4	2							6	\$538
Prepare Draft Geotechnical Engineering Report		6		8		4		4	1	23	\$1,422
Respond to Geotechnical Related Review Comments:		2		4						6	\$440
Prepare Final Geotechnical Engineering Report		3		5				1	1	10	\$670
Conduct Plan and Specification Review:		2		4						6	\$440
TOTAL LABOR:	0.0	36.5	8.0	89.0	0.0	48.0	5.0	11.0	2.0	199.5	\$12,583

LOADED LABOR:

Estimated Direct Salary Based on 2025 Rates	\$12,583
Overhead at 1.8724 of Direct Salary	\$23,560
Profit Multiplier at 30% of Direct Salary	\$3,775
TOTAL LABOR COST:	\$39,918

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	8	\$140	\$1,120
Direct Shear (3-point)	2	\$700	\$1,400
Natural Moisture Content	12	\$30	\$360
Atterberg Limits (plasticity index)	6	\$265	\$1,590
LABORATORY TOTAL:			\$4,470

ESTIMATED OTHER COSTS

Mileage / Misc.	\$336
Truck Mounted Drilling Contractor	\$8,500
Limited Access Drilling Contractor	\$5,000
Private Utility Locator	\$500
GPS Rental (\$75/Day @ 3 days)	\$225
Water Level Indicator Rental (\$30/Day @ 2 days)	\$60
Geotechnical Laboratory Testing	\$4,470
TOTAL OTHER COST:	\$19,091

ESTIMATED PROJECT TOTALS

Labor Costs	\$39,918
Other Costs	\$19,091
TOTAL ESTIMATED COST:	\$59,009



Exhibit C-2

Contract Land Staff, LLC

Classification	Hrs.	x	Direct Rate	=	Cost
Sr. Project Manager	85.00		\$ 57.69	\$	4,904
Sr. Right of Way Agent			\$ 43.27	\$	-
Right of Way Agent	100.00		\$ 38.46	\$	3,846
Right of Way Technician	40.00		\$ 36.06	\$	1,442
Title / Clerical	20.00		\$ 36.06	\$	721
Total Hrs.	245.00				

Salary Cost **\$ 10,913**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0.00 year(s) \$0

Total Salary Cost **\$ 10,913**

Overhead Cost @ 147.95% of Direct Labor **\$ 16,146**

Net Fee @ 30.0% of Direct Labor **\$ 3,274**

Total Overhead & Net Fee Cost **\$ 19,420**

Direct Expenses	No.	Unit	Each	Cost
Title Reports	3	reports @	850.00	\$ 2,550.00
B&O tax on Direct Expense Services		@		\$ -
Certified Deliveries/Priority w/tracking		@		\$ -
Mileage	320	miles @	0.70	\$ 224.00
Recordings	0	each @	220.00	\$0
Appraisal	3	each @	4,500.00	\$13,500
Appraisal Reviews	3	each @	1,800.00	\$5,400
Subtotal			0.00	\$ 21,674

Contract Land Staff, LLC **\$ 52,007**

City of Sedro-Woolley
Jones/John Liner

Contract Land Staff, LLC

Work Element #	Work Element	Sr. Project Manager	Sr. Right of Way Agent	Right of Way Agent	Right of Way Technician	Clerical	CLS	CLS	% of
	rates:	\$57.69	\$43.27	\$38.46	\$36.06	\$36.06			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
1.0	Right-of-Way						245	\$30,333	100.00%
1.1	Acquisition & Negotiation	85		100	40	20			
	Work Element 1.0 Total	85		100	40	20	245	\$30,333	100.00%
	EXPENSES							\$21,674	
PROJECT WORK ELEMENTS TOTALS		85		100	40	20	245	\$52,007	100.00%



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct non-salary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

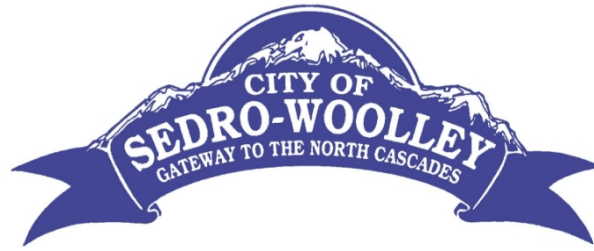
A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- **Geotechnical Services** – HWA Consulting, Inc.
- **Right-of-Way Services** – Contract Land Staff



City Council Agenda Item

Agenda Item No.: 1.2.

Date: March 12, 2025

From: Thomas Glover, Community Development Director

Subject: 2025 Comprehensive Plan Vision Statement Update - Resolution 1160-25 - Action Requested

RECOMMENDED ACTION:

Motion to approve Resolution 1160-25 adopting the updated vision statement for inclusion in the 2025 Comprehensive Plan.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The current vision statement in Chapter 1 of the City of Sedro-Woolley Comprehensive Plan is outdated, having only undergone very minimal revisions since the last substantial rewrite in 2006. As part of the 2025 Comprehensive Plan update, the City sought community input to help update the vision statement to something more refined that reflects current community values and goals for the future of the City. A community survey was distributed to gather feedback, yielding 260 responses. The survey results showed that the top four aspects residents love most about Sedro-Woolley include:

- Small community feel and walkability
- Quality of life (an enjoyable place to live)
- Strong sense of community with engaged, friendly people
- Proximity to the Cascades and access to recreational opportunities such as parks, trails, camping, hiking, cycling, and skiing

Conversely, the greatest concerns identified by residents were:

- Increased traffic, congestion, and longer driving times
- The city becoming a bedroom community for larger regional cities
- Lack of affordable housing
- Overall cost of living

The goal of the updated vision statement is to capture the values and priorities reflected in this community feedback. Three potential vision statements were presented by the Comprehensive Plan update consultant team at the February 5, 2025 joint Planning Commission and City Council meeting.

One of the options was chosen as being most closely aligned with community input and values, but it was clear further refinements were needed.

Following feedback from that meeting, the draft was revised and presented to the Planning Commission. A facilitated workshop was held during a special Planning Commission meeting on February 25, 2025 to analyze the strengths and weaknesses of the revised vision statement. The Planning Commissioners worked together to identify general elements of a bad vision statement and elements of a good vision statement and review the draft to identify which elements were present. This exercise helped identify key areas for further improvement - specifically what was necessary to keep and what needed to be edited or removed. The lists of elements of a bad vision statement and elements of a good vision statement that resulted are included as **Attachment 1**.

The final vision statement, further refined through this process, is included in draft Resolution 1160-25 (**Attachment 2**). We believe this version effectively captures the best elements of the feedback received and represents a strong, forward-thinking vision for Sedro-Woolley's future. Staff recommends approval of draft Resolution 1160-25.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Elements of a Bad vs. Good Vision Statement
2. Resolution 1160-25 - 2025 Vision Statement

BAD

Uninspiring
Vague/generic language/abstract
Boring
Overly complex/awkward/wordy/run-on
Long
Pretentious
Grammar/spelling/punctuation
Unattainable
Negative
Fictional/false/for-fetched
Mentions another city, comparisons
Goals already accomplished
Lack of audience
Too many adjectives
Trying to be all things to all people
Corny
Just one segment of pop./exclusionary
Virtue-signaling (what want to hear)
Green agenda

GOOD

Forward-thinking
Outdoor env.
Uniqueness
Positive, aspirational but grounded
Realistic
States key strengths
Words = image, importance, meaning
Succinct & straightforward
Strategic goal
Attainable goals
Clear
Aligns w/ values & mission
Has purpose
Can be understood by anyone
Motivating
Embraces history (doesn't dwell)
Retains identity
Represents all
Truthful
Deliberately slow

RESOLUTION 1160-25

A RESOLUTION ADOPTING AN UPDATED VISION STATEMENT FOR
INCLUSION IN THE 2025 COMPREHENSIVE PLAN OF THE CITY OF SEDRO-
WOOLLEY, WASHINGTON

WHEREAS, RCW 36.70A.130 establishes a 10-year requirement for updating comprehensive plans as part of the Growth Management Act (GMA) which mandates periodic reviews and revisions of comprehensive plans every ten years for cities and counties considered “fully planning;” and

WHEREAS, the City of Sedro-Woolley, a “fully planning” city as defined under the GMA, completed its last periodic comprehensive plan update in 2016; and

WHEREAS, completion of the 2025 periodic update of the City of Sedro-Woolley Comprehensive Plan is due June 30, 2025; and

WHEREAS, a vision statement in a comprehensive plan serves as a guiding principle that outlines the desired future state of a community and provides a framework for setting goals and policies within the comprehensive plan that are consistent with community values and priorities and the requirements of RCW 36.70A.070; and

WHEREAS, Chapter 1 – *Introduction and Vision Statement* of the current City of Sedro-Woolley Comprehensive Plan contains an outdated vision statement that has undergone only minimal revisions since the last substantial rewrite in 2006; and

WHEREAS, the City distributed a community survey to gather public input for the vision statement update. A total of two-hundred and sixty (260) responses were received; and

WHEREAS, the Planning Commission reviewed and discussed updates to the vision statement during its regular meetings on December 17, 2024 and February 18, 2025, and further deliberated at a special meeting on February 25, 2025; and

WHEREAS, input from the City Council and Planning Commission was gathered for the vision statement update at the Joint Planning Commission and Council meeting held on February 5, 2025; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the updated vision statement, attached as EXHIBIT A, is hereby adopted and approved for inclusion in the 2025 Comprehensive Plan of the City of Sedro-Woolley.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
____ DAY OF _____ 2025.

MAYOR JULIA JOHNSON

ATTEST:

APPROVED AS TO FORM:

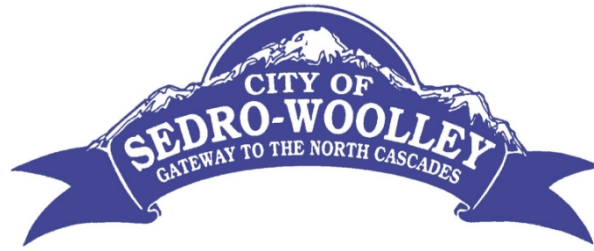
Kelly Kohnken
City Finance Director

Nikki Thompson
City Attorney

EXHIBIT A

2025 Updated Vision Statement

In 2046, Sedro-Woolley is a city built on hard work, dreams, and the ingenuity of those who have turned vision into reality. A heritage steeped in rich history has laid a strong foundation for succeeding generations to prosper. This city thrives on resilience and innovation. As the Gateway to the North Cascades, Sedro-Woolley welcomes visitors to experience its thriving downtown, year-round events, and cultural charms. Having gracefully grown, the city offers a high quality of life and sense of community for its residents. Pleasant neighborhoods, accessible parks and trails, competitive schools, and flourishing businesses draw entrepreneurs who bring fresh energy and new opportunities. Home to small-town hospitality, Sedro-Woolley remains a place where history, progress, and community come together.



City Council Agenda Item

Agenda Item No.: n.1.

Date: March 12, 2025

From: Thomas Glover, Community Development Director

Subject: Monthly Permit Report - February 2025

RECOMMENDED ACTION:

Information only. No action required/requested.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Monthly summary, permit report for February.

FISCAL IMPACT, IF APPROPRIATE:

Not Applicable

ATTACHMENTS:

1. February 2025 report



Permit Report

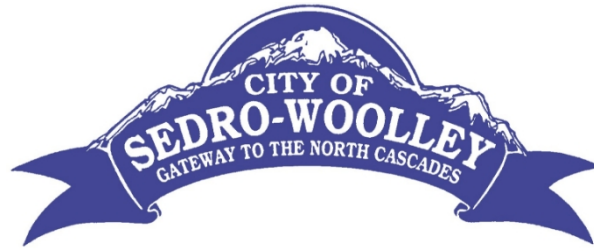
02/01/2025 - 02/28/2025

Permit #	Permit Date	Issued Date	Type of Application	Permit Type	Site Address	Parcel #	Status
2024060	2/1/2024	2/20/2025	Commercial	Building-Commercial	109 Jameson	P75932	Issued
2024380	10/31/2024	2/24/2025	Building-Industrial	Building-Commercial	500 Metcalf St	P37350	Issued
2025015	1/17/2025	2/19/2025	Commercial-Remodel	Building-Commercial	952 Dunlop Ave	P76284	Finaled
2025017	1/23/2025	2/27/2025	Tenant Improvement-Commercial	Building-Commercial	1803 Northsound drive	P100632	Issued
2025038	2/6/2025	2/13/2025	Change of Use	Building-Commercial	825 Metcalf st	P76161	Finaled
2025007	1/10/2025	2/7/2025	Solar System	Building-Public	1420 State Route 20	P104178	Approved
2025013	1/16/2025	2/3/2025	Single Family-New	Building-Residential	700 Bucko ave Lot 3	136860	Issued
2025021	1/29/2025	2/10/2025	Accessory Structure	Building-Residential	1111 Township st	P76011	Finaled
2025016	1/17/2025	2/13/2025	Accessory Dwelling Unit	Building-Residential	1341 Cascadia Drive	P121347	Issued
2024112	2/28/2024	2/3/2025	Single Family-New	Building-Residential	209 Kasia Place	136879	Issued
2024358	10/7/2024	2/18/2025	Excavating & Grading	Excavating & Grading	1122 E State st	P39825	Issued
2025029	1/31/2025	2/18/2025	Excavating & Grading	Excavating & Grading	1133 Wicker Rd	P39889	Approved
2025036	2/5/2025	2/14/2025	Fire-Alarm,Sprinklers, Door Locks	Fire Permit	1382 E Moore St	P39546	Issued
2024430	12/26/2024	2/18/2025	Fire-Alarm,Sprinklers, Door Locks	Fire Permit	2031 Hospital Drive C	P37828	Approved
2024191	4/19/2024	2/5/2025	Fire-Comm. Hood Suppression	Fire Permit	708 Metcalf Street	P77482	Issued
2024387	11/7/2024	2/14/2025	Fire-Alarm,Sprinklers, Door Locks	Fire Permit	720 murdock	P77473	Issued
2025045	2/11/2025	2/24/2025	Manufactured Home	Manufactured Home/Modular	830 Fruitdale RD	P82177	Issued
2025051	2/13/2025	2/14/2025	Plumbing	Mechanical & Plumbing	800 Pacific St	P77058	Finaled
2025028	1/31/2025	2/3/2025	Plumbing	Mechanical & Plumbing	306 Sapp Road	P36353	Issued
2025060	2/19/2025	2/26/2025	Plumbing	Mechanical & Plumbing	925 Dunlop	P76284	Issued
2025063	2/20/2025	2/26/2025	Plumbing	Mechanical & Plumbing	812 Thurmond Ave	P122405	Issued
2025068	2/25/2025	2/28/2025	Mechanical	Mechanical & Plumbing	524 Rhodes Rd	P77305	Issued
2025035	2/5/2025	2/6/2025	Mechanical	Mechanical & Plumbing	608 Ferry St	P76598	Issued
2025047	2/12/2025	2/20/2025	Mechanical	Residential Mechanical & Plumbing	279 Lewis Pl	P128041	Issued
2025048	2/12/2025	2/20/2025	Mechanical	Residential Mechanical & Plumbing	320 Birchwood Ln	P120932	Issued
2025049	2/12/2025	2/20/2025	Mechanical	Residential Mechanical & Plumbing	322 Birchwood Ln	P120932	Approved
2025050	2/12/2025	2/14/2025	Mechanical	Residential Mechanical & Plumbing	930 Bennett St	P76063	Finaled
2025037	2/6/2025	2/11/2025	Right of Way-Utility	Right-of-Way	620 Pacific street - It is the alley way in between 620 Pacific and 723 Haines		Issued
2025030	2/4/2025	2/4/2025	Right of Way-Utility	Right-of-Way	720 Murdock St	P77473	Issued

2025054	2/18/2025	2/26/2025	Right of Way-Utility	Right-of-Way	837 Township St		Issued
2025055	2/18/2025	2/26/2025	Right of Way-Utility	Right-of-Way	901 Jameson St		Issued
2025056	2/19/2025	2/26/2025	Right of Way-Utility	Right-of-Way	903 Bennett st		Issued
2025057	2/19/2025	2/26/2025	Right of Way-Utility	Right-of-Way	616 Puget St A & B		Issued
2024408	12/5/2024	2/3/2025	Right of Way- Public	Right-of-Way	Township, Cook, State, Jameson		Issued
2024266	7/15/2024	2/6/2025	Right of Way-Utility	Right-of-Way	Multiple locations- near Jameson		Issued
2024267	7/15/2024	2/6/2025	Right of Way-Utility	Right-of-Way	Multiple locations-Near Jameson		Issued
2025072	2/26/2025	2/26/2025	Right of Way- Public	Right-of-Way	225 Reed st		Issued
2025067	2/24/2025	2/26/2025	Right of Way- Public	Right-of-Way	190 N Murdock st	P37541	Issued
2025059	2/19/2025	2/20/2025	Sewer Permit-Fix	Sewer	621 Reed Street	P76584	Issued
2025052	2/14/2025	2/21/2025		Sign	816 Parkland Loop		Closed
2024423	12/17/2024	2/11/2025	Facade Sign	Sign	807 Trail rd	P105129	Approved
2025041	2/11/2025	2/11/2025	Title Elim-Manf Home	Title Elimination	1518 Hoehn Rd		Approved

Total Records: 42

3/3/2025



City Council Agenda Item

Agenda Item No.: n.2.

Date: March 12, 2025

From: Dan McIlraith, Police Chief

Subject: PD Staff Report

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. PD Staff Report 3-12-25

PD Staff Report Council/PS Committee Meeting 3/12/25

Staffing update- 18 officers total and 5 support staff and 4 officers and 0.5 record vacancies

Rank	Personnel	Number of Staff	Assignments
Chief	McIlraith	1	
Lieutenant	Sorsdal	1	
Sergeant	Eaton	1	
Sergeant	Carroll	1	Canine Supervisor/Active Threat
Sergeant	McCombs	1	EVOG Instructor/Negotiator
Sergeant	Lowe	1	Firearms instructor/Tactical Team
Detectives	Foster Wilson Vacant	2	Foster-Investigations Wilson-Investigations/Negotiator Special Investigations-Task Force
Patrol	12	12-Officers on Patrol including Sergeants 4-Vacancies- Continuous hiring process w/candidates	Vacancies consist of: • 2 budgeted Police Officers • Budgeted SRO • Cops Grant 2 of the patrol positions are new recruits in training and not working patrol until certification obtained
Canine	Velthuisen	1	In training-Completion 6/2025
School Resource Officer	Vacant	0	ILA completed in May 2024. Working on fulfilling this task with intentions to fill Fall 2025 or ASAP.
Code Enf.	Carr	1	Animal Control and Code Enforcement
Records	4.5	4	Wesson-Records Supervisor Uribe-Records/Evidence Pearson-Public Records Request/Data entry/Records Winship-Records/Reception Vacant PT Records pending hiring process

Calls for Service

January through February 2025:

Sedro-Woolley Police Department responded to 501 calls for service in January and 432 calls for service in February and 46 agency messages, a total of 979 calls for service. We remain busy while at critical staffing.

Despite being at critical staffing, officers remain proactive when available by being out in the vehicle patrolling. This has been a standard for our police department to remain visible. The department stopped 316 vehicles over the first two months of 2025, amongst the 12 sergeants/officers dedicated for patrol.

Officers have issued 27 criminal citations, 32 infractions. Traffic contacts lead to other types of criminal matters being found and provide additional visibility deterring potential criminal activity. Attached is a Sector report showing citations/infractions issued by through February.

Noteworthy calls for service from February:

On 2/3/25 Officers responded to a domestic. The victim was choked to where they could not breathe. Suspect placed in custody for Assault 2 and booked into jail.

On 2/5/25 Officers responded to assist SCSO for a burglary. The deputy had one in custody, but the other had fled. Containment and canine were put in place and the other suspect was located. Both subjects charged with burglary.

On 2/12/25 Officers made a traffic stop on a vehicle. Driver has history of narcotics involvement and canine indicated on vehicle. The driver gave officers consent to search the vehicle. Officers recovered fentanyl blue pills from the vehicle. Driver charged with controlled substance possession.

On 2/16/25 Officers responded to assist WSP on an eluding vehicle after the vehicle had stopped in Clear Lake. The suspect had pulled a knife on the trooper, then eluded, so our officers provided additional resources deploying less lethal options to gain compliance of the suspect.

On 2/16/25 Officers responded to a domestic. The victim was in the hospital with serious injuries and officers were able to locate the suspect coming back to the residence. Suspect placed in custody for Assault 1.

On 2/21/25 Officers made a traffic stop on a vehicle. The driver had a suspended license and required an ignition interlock that was not installed in this vehicle. Driver has history of narcotics involvement and canine indicated on vehicle. A search warrant was obtained for the vehicle and officers recovered nearly 100 grams of Methamphetamine. The suspect was charged with controlled substance possession, suspended license and ignition interlock violation.

On 2/27/25 Officers responded to a domestic. The victim was assaulted, visibly injured and was a protector person in a no contact order with the suspect. A search warrant was granted finding the suspect was hiding inside the trailer. Suspect was taken to jail for assault and violation of the order.

On 2/28/25 Officers responded to assist SCSO deputies to arrest a subject for Assault 1. The additional resources provided allowed them to get the suspect into custody.

Staffing

Current critical staffing for SWPD is 2 officers on a shift. Most of our shifts are being covered at the critical level. If we were to be at full budgeted staffing, we would have 3-4 officers on shift when we are fully staffed. Better staffing leads to increased officer safety and reduced response times. For the month of February, we had 240 hours of critical staffing, which was up from 60 hours of critical staffing in January.

February employee leave was 136 hours and 48 hours of overtime was scheduled to assist with coverage.

Canine was purchased in January and was named 'Yogo'. Canine handler started training with the Yogi in February. First phase is patrol work which should be done in April and Second phase is narcotics detection which should be done by June. Expected to be deployed in June upon certification. SWPD will be excited to have the canine available once training is completed.



