Next Ord:1177-25
Next Res:1161-25

CITY COUNCIL AGENDA
March 26, 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 - March 12, 2025
2. Check Register - Regular
3. Contract Amendment No. 2 – WA Department of Licensing - Transportation Benefit District
4. Subscription Agreement - iWorQ Systems – Fleet Management Software
5. Subscription Agreement - Smarsh Inc. - Archiving Renewal

f. **Introduction of Special Guests and Presentation**

1. Appreciation for Ariel Wesson's 25 Years of Service with the Sedro-Woolley Fire Department
2. Skagit Public Utility District General Manager George Sidhu

g. **City Administrator Report**

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**

m. New Business

1. Amending SWMC Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” - Ordinance No. 2095-25 - 1st Read

n. Information Only Items

o. Executive Session

p. Adjournment

Next Meeting City Council Study Session - April 2, 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.

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+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 26, 2025

From: Kelly Kohnken, Finance Director / City Clerk

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

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. March 12, 2025 Regular City Council Minutes

Regular Meeting of the City Council
March 12, 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, Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond, Allan Henderson, and Nick Lavacca.

d. Approval of Agenda

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

e. Consent Agenda

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

Motion made by Councilmember Burns and seconded by Councilmember Cocke to approve the consent agenda items number 1 through 11. Motion carried (7-0).

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

Public Works Director Bill Bullock introduced the new City Engineer Peter Lane.

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.

A public comment period was held. Philip Murray provided public comment.

l. Unfinished Business

1. Professional Services Agreement - Jones/John Liner RR Undercrossing Project

Public Works Director Bill Bullock presented the Johns/John Liner RR Undercrossing Project professional service agreement.

Motion made by Councilmember Lavacca and seconded by Councilmember Diamond. 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. Motion carried (7-0).

2. 2025 Comprehensive Plan Vision Statement Update - Resolution 1160-25 - Action Requested

Motion made by Councilmember Henderson and seconded by Councilmember Cocke. Motion to approve Resolution 1160-25 adopting the updated vision statement, striking "In 2046", for inclusion in the 2025 Comprehensive Plan. Motion carried (7-0).

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))

At 6:21pm, Mayor Julia Johnson announced the City Council, with City Attorney Nikki Thompson and City Administrator Charlie Bush, would be in executive session to discuss with legal counsel current or potential litigation for 20 minutes, to return at 6:41pm.

The executive session was extended by 10 minutes to return at 6:51. The executive session was extended again by 10 minutes to 7:01pm.

At 7:01pm , the council returned. No action was taken.

p. Adjournment

The meeting adjourned at 7:01pm.

ATTEST:	APPROVED:
______________________________	______________________________
Kelly Kohnken, City Clerk	Julia Johnson, Mayor

City Council Agenda Item

Agenda Item No.: e.2.

Date: March 26, 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 #204076 through #204158, plus EFTs. Payroll ACHs include associated benefit checks #61356 through #61364.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling $445,645.59, Payroll checks, plus EFTs totaling $408,265.34.

ATTACHMENTS:

1. 2025-03-26 Check Register

CHECK REGISTER

City Of Sedro-Woolley — Time: 10:31:05 Date: 03/18/2025

03/26/2025 To: 03/26/2025 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
2592	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**125.59**	
		101 - 576 80 47 052 - Bingham Caretaker				125.59		
2593	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**759.62**	
		001 - 522 50 47 000 - Public Utilities				759.62		
2594	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**51.24**	
		104 - 559 30 01 105 - Utility Payments on Redevelopi				51.24		
2595	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**606.18**	
		412 - 537 80 47 000 - Public Utilities				606.18		
2596	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**21.81**	
		401 - 535 80 47 000 - Public Utilities				21.81		
2597	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**723.86**	
		103 - 542 63 47 000 - Public Utilities				723.86		
2598	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**130.39**	
		101 - 576 80 47 050 - Hammer Square				130.39		
2599	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**711.68**	
		101 - 576 80 47 020 - Senior Center				711.68		
2600	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**1,438.32**	
		101 - 576 80 47 070 - City Hall				1,438.32		
2601	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**106.43**	
		001 - 521 20 47 000 - Public Utilities				106.43		
2602	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**17.03**	
		401 - 535 80 47 000 - Public Utilities				17.03		
2603	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**506.26**	
		101 - 576 80 47 053 - Other Utilities				506.26		
2604	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**400.21**	
		101 - 576 80 47 010 - Community Center				400.21		
2605	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**1,561.88**	
		101 - 576 80 47 070 - City Hall				1,561.88		
2606	**03/26/2025**	**Claims**	**2**	**EFT**	**Cascade Natural Gas Corp**		**702.45**	
		401 - 535 80 47 000 - Public Utilities				702.45		
2607	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**14.91**	
		101 - 576 80 47 053 - Other Utilities				14.91		
2608	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**147.66**	
		104 - 559 30 01 104 - Utility Payments on Redevelopi				147.66		
2609	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**14.91**	
		104 - 595 20 63 082 - RW Trail Road Extension				14.91		
2610	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**14.91**	
		104 - 595 20 63 082 - RW Trail Road Extension				14.91		
2611	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**165.90**	
		104 - 559 30 01 105 - Utility Payments on Redevelopi				165.90		
2612	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**98.82**	
		101 - 576 80 47 025 - Olmsted Park				98.82		
2613	**03/26/2025**	**Claims**	**2**	**EFT**	**City of Sedro-Woolley**		**41.27**	
		001 - 558 60 49 041 - Miscellaneous - Planning And				41.27		
2614	**03/26/2025**	**Claims**	**2**	**EFT**	**Comcast Holdings Corp**		**674.53**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 518 80 42 021 - Internet Services				674.53		
2615	**03/26/2025**	**Claims**	**2**	**EFT**	**Pitney Bowes**		**1,200.00**	
		001 - 512 50 42 010 - Postage				320.30		
		001 - 514 23 42 010 - Postage				529.47		
		001 - 521 20 42 010 - Postage				135.50		
		001 - 522 20 42 010 - Postage				2.40		
		001 - 522 20 42 010 - Postage				2.02		
		425 - 531 50 42 010 - Postage				18.82		
		401 - 535 80 42 015 - Postage				112.96		
		102 - 536 20 42 010 - Postage				11.42		
		412 - 537 80 42 010 - Postage				56.48		
		001 - 558 60 42 010 - Postage				10.63		
2616	**03/26/2025**	**Claims**	**2**	**EFT**	**US Bank -- Purchase Cards**		**17,300.35**	
		401 - 343 50 00 000 - Sewer Service Charges				-72.00		
		631 - 389 90 01 631 - Unapplied Cash - Suspense				245.30		
		001 - 513 10 43 000 - Meals/Travel				123.69		
		001 - 513 10 49 000 - Tuition/Registration				35.00		
		001 - 514 23 31 000 - Supplies				52.11		
		001 - 514 23 31 000 - Supplies				35.82		
		001 - 514 23 49 030 - Misc-Tuition/Registration				670.00		
		001 - 514 23 49 030 - Misc-Tuition/Registration				15.00		
		001 - 514 23 49 030 - Misc-Tuition/Registration				971.20		
		001 - 514 23 49 030 - Misc-Tuition/Registration				1,465.00		
		001 - 518 10 27 000 - Publication				543.56		
		001 - 518 80 31 001 - Repair & Maintenance Sup				41.88		
		001 - 518 80 49 010 - Tuition/Registration				326.67		
		001 - 518 80 49 010 - Tuition/Registration				199.00		
		001 - 521 20 26 000 - Uniforms/Accessories				179.19		
		001 - 521 20 26 000 - Uniforms/Accessories				208.73		
		001 - 521 20 26 000 - Uniforms/Accessories				166.55		
		001 - 521 20 26 000 - Uniforms/Accessories				67.95		
		001 - 521 20 31 002 - Office/Operating Supplies				57.54		
		001 - 521 20 31 002 - Office/Operating Supplies				108.58		
		001 - 521 20 31 002 - Office/Operating Supplies				91.95		
		001 - 521 20 31 002 - Office/Operating Supplies				108.58		
		001 - 521 20 31 002 - Office/Operating Supplies				18.99		
		001 - 521 20 31 010 - Printing/Publications				42.98		
		001 - 521 20 41 023 - Canine				24.33		
		001 - 521 20 41 023 - Canine				135.71		
		001 - 521 20 49 010 - Dues/Subscriptions				119.00		
		001 - 521 40 43 000 - Travel				605.00		
		001 - 521 40 49 000 - Tuition/Registration				495.00		
		001 - 521 40 49 000 - Tuition/Registration				389.00		
		001 - 521 40 49 000 - Tuition/Registration				179.00		
		001 - 521 40 49 000 - Tuition/Registration				50.00		
		001 - 522 20 31 000 - Operating Supplies				63.50		
		001 - 522 20 31 000 - Operating Supplies				101.94		
		001 - 522 20 41 030 - Investigation				22.00		
		001 - 522 50 48 030 - Repair/Maint-Station				293.17		
		001 - 524 20 31 000 - Off/Oper Supps & Books				297.84		
		001 - 524 20 31 000 - Off/Oper Supps & Books				317.75		
		425 - 531 50 49 000 - Tuition/Training				200.00		
		401 - 535 50 48 010 - Maintenance Of Lines				1,031.70		
		001 - 558 60 42 010 - Postage				9.96		
		001 - 558 60 49 010 - Dues/Subscript/Membership				3,750.00		
		001 - 558 60 49 010 - Dues/Subscript/Membership				345.55		
		001 - 558 60 49 020 - Filing/Recording Fees				22.25		
		001 - 558 60 49 020 - Filing/Recording Fees				317.21		
		001 - 558 60 49 020 - Filing/Recording Fees				323.36		
		001 - 558 60 49 030 - Tuition/Registration				35.00		
		001 - 558 70 41 010 - Professional Services				195.00		
		101 - 576 80 31 013 - Operating Sup - Flowers-Holid				745.00		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				107.52		
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				255.30		
		001 - 595 10 43 000 - Travel				550.00		
		104 - 595 20 63 083 - RW-SR 9-John Liner-McGarigle				12.25		
		104 - 595 20 63 083 - RW-SR 9-John Liner-McGarigle				950.34		
2617	**03/26/2025**	**Claims**	**2**	**EFT**	**WA St Dept of Prof Licen**		**252.00**	
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				252.00		
2618	**03/26/2025**	**Claims**	**2**	**EFT**	**WA St Dept of Revenue**		**23,079.47**	
		001 - 518 80 31 001 - Repair & Maintenance Sup				18.84		
		425 - 531 50 44 000 - Taxes & Assessments				1,490.54		
		401 - 535 80 31 020 - Op Supplies-Chemicals				11.54		
		401 - 535 80 31 020 - Op Supplies-Chemicals				22.55		
		401 - 535 80 31 020 - Op Supplies-Chemicals				255.09		
		401 - 535 80 44 010 - Taxes & Assessments				8,688.91		
		102 - 536 20 44 010 - Taxes And Assessments				49.82		
		106 - 536 30 44 010 - Taxes and Assessments				1.75		
		412 - 537 80 44 001 - Taxes & Assessments				3.79		
		412 - 537 80 44 001 - Taxes & Assessments				12,514.61		
		101 - 576 80 44 010 - Taxes And Assessments				6.97		
		102 - 589 30 11 102 - DO NOT USE - Sales Tax Remitt				15.06		
2619	**03/26/2025**	**Claims**	**2**	**EFT**	**NW Fiber LLC, dba Ziply Fiber**		**236.30**	
		001 - 518 80 42 021 - Internet Services				236.30		
2620	**03/26/2025**	**Claims**	**2**	**EFT**	**NW Fiber LLC, dba Ziply Fiber**		**459.38**	
		401 - 535 80 42 020 - Telephone				459.38		
2621	**03/26/2025**	**Claims**	**2**	**EFT**	**NW Fiber LLC, dba Ziply Fiber**		**879.14**	
		001 - 512 50 42 020 - Telephone				52.75		
		001 - 513 10 42 020 - Telephone				79.12		
		001 - 514 23 42 020 - Telephone				79.12		
		001 - 515 31 42 001 - Telephone				35.17		
		001 - 518 80 42 020 - Telephone				26.37		
		001 - 521 20 42 020 - Telephone				263.74		
		001 - 522 20 42 020 - Telephone				96.71		
		001 - 524 20 42 020 - Telephone				26.37		
		401 - 535 80 42 020 - Telephone				70.34		
		412 - 537 80 42 020 - Telephone				35.17		
		103 - 542 30 42 020 - Telephone				8.79		
		001 - 558 60 42 020 - Telephone				26.37		
		101 - 576 80 42 020 - Telephone				17.58		
		001 - 595 10 42 020 - Telephone				61.54		
2622	**03/26/2025**	**Claims**	**2**	**EFT**	**NW Fiber LLC, dba Ziply Fiber**		**143.41**	
		101 - 576 80 47 070 - City Hall				143.41		
2623	**03/26/2025**	**Claims**	**2**	**204076**	**A-1 Mobile Lock & Key**		**366.32**	
		101 - 576 80 48 016 - City Hall				350.01		
		101 - 576 80 48 016 - City Hall				16.31		
2624	**03/26/2025**	**Claims**	**2**	**204077**	**A-1 Shredding**		**279.00**	
		001 - 512 50 31 000 - Supplies				60.00		
		001 - 514 23 31 000 - Supplies				60.00		
		001 - 521 20 41 001 - Professional Services				114.00		
		001 - 524 20 31 000 - Off/Oper Supps & Books				15.00		
		001 - 558 60 31 000 - Supplies/Books				15.00		
		001 - 595 10 31 000 - Supplies				15.00		
2625	**03/26/2025**	**Claims**	**2**	**204078**	**Active 911, Inc.**		**923.97**	
		001 - 591 20 70 522 - Leases + Subscription IT (SBITA				923.97		
2626	**03/26/2025**	**Claims**	**2**	**204079**	**Amazon Capital Svcs, Inc**		**1,291.88**	
		001 - 512 50 31 000 - Supplies				10.74		
		001 - 514 23 31 000 - Supplies				43.95		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 514 23 31 000 - Supplies				39.18		
		001 - 514 23 31 000 - Supplies				9.81		
		001 - 514 23 31 000 - Supplies				27.05		
		001 - 518 80 35 000 - Small Tools/Minor Equip				17.37		
		001 - 518 80 35 000 - Small Tools/Minor Equip				142.99		
		001 - 521 20 31 002 - Office/Operating Supplies				169.40		
		001 - 521 20 31 002 - Office/Operating Supplies				52.04		
		001 - 521 20 31 002 - Office/Operating Supplies				34.69		
		001 - 521 20 31 002 - Office/Operating Supplies				58.70		
		001 - 522 21 31 010 - Office Supplies				14.10		
		001 - 522 21 35 011 - EMS Minor Equipment				29.80		
		401 - 535 80 35 000 - Small Tools & Minor Equip				20.61		
		501 - 594 22 64 501 - Vehicles - Fire				18.44		
		501 - 594 22 64 501 - Vehicles - Fire				165.06		
		501 - 594 22 64 501 - Vehicles - Fire				49.42		
		501 - 594 22 64 501 - Vehicles - Fire				126.39		
		501 - 594 22 64 501 - Vehicles - Fire				262.14		
2627	**03/26/2025**	**Claims**	**2**	**204080**	**Jacob Baker**		**110.00**	
		412 - 537 80 31 000 - Operating Supplies				110.00		
2628	**03/26/2025**	**Claims**	**2**	**204081**	**Beaver Lake Quarry**		**609.83**	
		103 - 542 30 48 002 - Crushed Aggregate				609.83		
2629	**03/26/2025**	**Claims**	**2**	**204082**	**Blythe Mechanical Inc**		**6,461.70**	
		101 - 594 76 31 000 - Buildings & Structures				6,461.70		
2630	**03/26/2025**	**Claims**	**2**	**204083**	**Joe Burns**		**629.94**	
		001 - 511 60 43 000 - Travel				629.94		
2631	**03/26/2025**	**Claims**	**2**	**204084**	**C.Hlth130, dba Cardinal Health 112 LLC**		**228.28**	
		001 - 522 21 31 000 - Operating Supplies - Medical				228.28		
2632	**03/26/2025**	**Claims**	**2**	**204085**	**Carl's Towing**		**322.54**	
		001 - 521 20 41 001 - Professional Services				322.54		
2633	**03/26/2025**	**Claims**	**2**	**204086**	**Cities Insurance Assoc**		**701.08**	
		001 - 521 20 46 000 - Insurance				701.08		
2634	**03/26/2025**	**Claims**	**2**	**204087**	**City of Mount Vernon**		**8,081.36**	
		001 - 521 20 41 050 - Spillman System				4,788.95		
		001 - 591 20 70 522 - Leases + Subscription IT (SBITA				3,292.41		
2635	**03/26/2025**	**Claims**	**2**	**204088**	**Cowling & Co. LLC**		**330.00**	
		101 - 594 76 63 025 - Olmsted Park				330.00		
2636	**03/26/2025**	**Claims**	**2**	**204089**	**DS Services of America, Inc.**		**45.00**	
		103 - 542 30 31 000 - Operating Supplies				45.00		
2637	**03/26/2025**	**Claims**	**2**	**204090**	**Daily Journal Of Commerce**		**710.20**	
		104 - 595 10 63 089 - Eng - John Liner Rd Arterial				710.20		
2638	**03/26/2025**	**Claims**	**2**	**204091**	**Databar, Inc**		**2,924.37**	
		425 - 531 50 42 010 - Postage				116.97		
		401 - 535 80 42 015 - Postage				1,900.84		
		412 - 537 80 42 010 - Postage				906.56		
2639	**03/26/2025**	**Claims**	**2**	**204092**	**David Davidson**		**136.00**	
		103 - 542 30 49 040 - CDL Endorcement Fees				136.00		
2640	**03/26/2025**	**Claims**	**2**	**204093**	**Gregory Dixon**		**569.50**	
		001 - 515 93 41 001 - Indigent Defense Conflict Cour				569.50		
2641	**03/26/2025**	**Claims**	**2**	**204094**	**Donald Coggins**		**70.59**	
		001 - 517 90 43 001 - Employee Recognition				70.59		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
2642	**03/26/2025**	**Claims**	**2**	**204095**	**E & E Lumber, Inc.**		**1,597.66**	
		001 - 522 50 48 020 - Repair/Maint-Garage				-260.63		
		001 - 522 50 48 020 - Repair/Maint-Garage				260.63		
		401 - 535 80 35 000 - Small Tools & Minor Equip				20.58		
		102 - 536 20 31 010 - Operating Supplies				35.72		
		103 - 542 30 31 000 - Operating Supplies				12.49		
		103 - 542 30 31 000 - Operating Supplies				65.66		
		101 - 576 80 31 009 - Operating Sup - Bingham Park				13.02		
		101 - 576 80 48 000 - Repairs/Maintenance				184.61		
		101 - 576 80 48 001 - Riverfront				107.88		
		101 - 576 80 48 002 - RV Park				344.02		
		101 - 576 80 48 002 - RV Park				744.16		
		101 - 576 80 48 009 - Hammer Square				53.81		
		101 - 576 80 48 009 - Hammer Square				15.71		
2643	**03/26/2025**	**Claims**	**2**	**204096**	**Eurofins Enviro Testing**		**1,263.00**	
		401 - 535 80 41 000 - Professional Services				69.00		
		401 - 535 80 41 000 - Professional Services				819.00		
		401 - 535 80 41 000 - Professional Services				75.00		
		401 - 535 80 41 000 - Professional Services				75.00		
		401 - 535 80 41 000 - Professional Services				75.00		
		401 - 535 80 41 000 - Professional Services				75.00		
		401 - 535 80 41 000 - Professional Services				75.00		
2644	**03/26/2025**	**Claims**	**2**	**204097**	**Family Promise of Skagit Valley**		**6,886.12**	
		117 - 551 00 00 117 - Affordable Housing - Operatio				6,886.12		
2645	**03/26/2025**	**Claims**	**2**	**204098**	**Fisher Construction Group, Inc.**		**6,953.46**	
		401 - 594 35 64 401 - Machinery & Equip				6,953.46		
2646	**03/26/2025**	**Claims**	**2**	**204099**	**Graphic Equipment Corp**		**5,434.30**	
		401 - 594 35 64 401 - Machinery & Equip				5,434.30		
2647	**03/26/2025**	**Claims**	**2**	**204100**	**Gray & Osborne Inc**		**9,551.36**	
		425 - 531 50 41 000 - Professional Services				9,551.36		
2648	**03/26/2025**	**Claims**	**2**	**204101**	**HR Direct**		**177.75**	
		001 - 518 10 31 010 - Supplies				177.75		
2649	**03/26/2025**	**Claims**	**2**	**204102**	**Helping Hands Food Bank**		**11,774.07**	
		117 - 551 00 00 117 - Affordable Housing - Operatio				11,774.07		
2650	**03/26/2025**	**Claims**	**2**	**204103**	**Humane Society Of Skagit**		**378.00**	
		001 - 521 20 41 021 - Humane Society				378.00		
2651	**03/26/2025**	**Claims**	**2**	**204104**	**Indeed, Inc**		**236.60**	
		001 - 518 10 27 000 - Publication				236.60		
2652	**03/26/2025**	**Claims**	**2**	**204105**	**Insight Direct USA, Inc.**		**8,448.86**	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				8,448.86		
2653	**03/26/2025**	**Claims**	**2**	**204106**	**K Engineers, Inc**		**117.00**	
		101 - 594 76 63 025 - Olmsted Park				117.00		
2654	**03/26/2025**	**Claims**	**2**	**204107**	**L N Curtis & Sons**		**268.69**	
		001 - 521 20 26 000 - Uniforms/Accessories				268.69		
2655	**03/26/2025**	**Claims**	**2**	**204108**	**The Language Exchange, Inc**		**1,436.58**	
		001 - 512 50 41 040 - Language Interpreter				770.00		
		001 - 521 20 41 001 - Professional Services				228.90		
		001 - 521 20 41 001 - Professional Services				116.60		
		001 - 521 20 41 001 - Professional Services				118.58		
		001 - 521 20 41 001 - Professional Services				202.50		
2656	**03/26/2025**	**Claims**	**2**	**204109**	**Lauts Inc dba Lautenbach Industries**		**1,547.10**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		412 - 537 60 47 015 - Construction Demolition Land				731.70		206 puget
		412 - 537 60 47 015 - Construction Demolition Land				585.90		Byk brickyard
		412 - 537 60 47 015 - Construction Demolition Land				229.50		Valdez
2657	**03/26/2025**	**Claims**	**2**	**204110**	**Les Schwab Tire Center**		**2,041.55**	
		001 - 521 20 48 010 - Repair & Maint - Auto				225.02		Van Dam
		001 - 521 20 48 010 - Repair & Maint - Auto				150.24		Van Dam
		102 - 536 20 48 040 - Repair/Maint-Equip & Bldg				216.97		
		412 - 537 50 48 000 - Repairs/maint-equip				1,291.81		Unit 526 tires
		412 - 537 60 47 011 - Site Recycling Disposal				157.51		Site recycle tires
2658	**03/26/2025**	**Claims**	**2**	**204111**	**Life Assist Inc.**		**3,721.02**	
		001 - 522 21 35 000 - Small Tools & Minor Equipmen				2,692.25		
		001 - 522 21 35 011 - EMS Minor Equipment				1,028.77		
2659	**03/26/2025**	**Claims**	**2**	**204112**	**NW Center Svcs, Inc dba Lithtex NW**		**376.31**	
		101 - 576 80 41 001 - Advertising				376.31		
2660	**03/26/2025**	**Claims**	**2**	**204113**	**McKesson Med-Surg Govt Solns**		**158.34**	
		001 - 522 21 31 000 - Operating Supplies - Medical				158.34		
2661	**03/26/2025**	**Claims**	**2**	**204114**	**Mountain Law, PLLC**		**7,916.00**	
		001 - 515 93 41 000 - Indigent Defender				7,916.00		
2662	**03/26/2025**	**Claims**	**2**	**204115**	**Municipal Emergency Services Inc**		**2,784.67**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				2,784.67		
2663	**03/26/2025**	**Claims**	**2**	**204116**	**Nelson Dist, Inc. dba Nelson-Reisner**		**320.56**	
		001 - 522 20 32 000 - Auto Fuel/Diesel				17.32		
		412 - 537 80 32 000 - Auto Fuel/Diesel				303.24		
2664	**03/26/2025**	**Claims**	**2**	**204117**	**Anthony Hanses & Nicole Desrosiers**		**72,500.00**	
		104 - 595 20 63 083 - RW-SR 9-John Liner-McGarigle				72,500.00		
2665	**03/26/2025**	**Claims**	**2**	**204118**	**Northwest Propane LLC**		**69.92**	
		412 - 537 60 47 011 - Site Recycling Disposal				69.92		Propane Tanks
2666	**03/26/2025**	**Claims**	**2**	**204119**	**Oliver-Hammer, Inc**		**255.15**	
		103 - 542 30 35 010 - Safety Equipment				135.73		
		101 - 576 80 35 010 - Safety Equipment				119.42		
2667	**03/26/2025**	**Claims**	**2**	**204120**	**PROCOM LLC**		**164.00**	
		001 - 518 10 41 002 - Pre-Employment Screenings				78.00		
		001 - 522 20 41 010 - Prof Service-Medical Exams				8.00		
		412 - 537 80 31 000 - Operating Supplies				78.00		
2668	**03/26/2025**	**Claims**	**2**	**204121**	**Parker Corporate Svcs, Inc.**		**131.00**	
		101 - 576 80 41 000 - Professional Services				131.00		
2669	**03/26/2025**	**Claims**	**2**	**204122**	**Quiring Monuments Inc**		**250.00**	
		102 - 536 20 34 000 - Liners				250.00		
2670	**03/26/2025**	**Claims**	**2**	**204123**	**Red's Mobile 24-Hour Truck & Equip Repai**		**708.69**	
		412 - 537 50 48 000 - Repairs/maint-equip				708.69		Unit 526
2671	**03/26/2025**	**Claims**	**2**	**204124**	**Reichhardt & Ebe**		**53,046.31**	
		104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle				53,046.31		
2672	**03/26/2025**	**Claims**	**2**	**204125**	**Ricoh USA, Inc**		**462.16**	
		001 - 514 23 45 000 - Operating Rentals/Leases				231.08		

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 591 10 70 520 - Leases + Subscription IT (SBITA				77.03		
		001 - 591 20 70 524 - Leases + Subscription IT (SBITA				77.02		
		001 - 591 60 70 519 - Leases + Subscription IT (SBITA				77.03		
2673	**03/26/2025**	**Claims**	**2**	**204126**	**Heather Romano**		**1,149.75**	
		001 - 521 20 41 001 - Professional Services				1,149.75		
2674	**03/26/2025**	**Claims**	**2**	**204127**	**Solid Waste Syst Inc dba SWS Equipment**		**498.75**	
		412 - 537 50 48 000 - Repairs/maint-equip				498.75		
2675	**03/26/2025**	**Claims**	**2**	**204128**	**Sedro-Woolley Auto Parts Inc**		**732.97**	
		001 - 522 20 31 000 - Operating Supplies				9.76		
		001 - 522 20 48 000 - Repairs/Maint-Equip				20.62		
		401 - 535 50 48 040 - Maintenance Of Vehicles				55.08		
		102 - 536 20 31 010 - Operating Supplies				42.85		
		102 - 536 20 48 040 - Repair/Maint-Equip & Bldg				292.36		
		102 - 536 20 48 040 - Repair/Maint-Equip & Bldg				55.43		
		103 - 542 30 31 000 - Operating Supplies				6.84		
		103 - 542 30 31 000 - Operating Supplies				38.73		
		101 - 576 80 48 021 - Equipment				204.70		Unit 147
		101 - 576 80 48 021 - Equipment				-21.72		Unit 147
		101 - 576 80 48 021 - Equipment				28.32		
2676	**03/26/2025**	**Claims**	**2**	**204129**	**M.T. Gehring dba Sedro-Woolley Auto**		**234.09**	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				234.09		Unit 301
2677	**03/26/2025**	**Claims**	**2**	**204130**	**Sedro-Woolley Rotary Foundation**		**5,000.00**	
		108 - 557 30 41 016 - S-W Rotary Summer Concert				5,000.00		
2678	**03/26/2025**	**Claims**	**2**	**204131**	**Skagit Cnty Dist. Probation**		**7,150.00**	
		001 - 512 50 41 020 - Municipal Court Prob.				5,200.00		
		001 - 512 50 41 030 - Community Court Agreement				1,950.00		
2679	**03/26/2025**	**Claims**	**2**	**204132**	**Skagit Cnty Public Works**		**69,655.32**	
		412 - 537 60 47 000 - Solid Waste Disposal				69,655.32		
2680	**03/26/2025**	**Claims**	**2**	**204133**	**Skagit Cnty Treasurer**		**34.57**	
		635 - 589 30 05 635 - County Crime Victim Witness P				34.57		
2681	**03/26/2025**	**Claims**	**2**	**204134**	**Skagit Farmers Supply**		**326.59**	
		401 - 535 50 48 010 - Maintenance Of Lines				8.35		
		401 - 535 80 31 010 - Operating Supplies				108.59		
		412 - 537 80 31 000 - Operating Supplies				46.81		
		101 - 576 80 35 000 - Small Tools & Minor Equip				113.99		
		101 - 576 80 48 001 - Riverfront				48.85		
2682	**03/26/2025**	**Claims**	**2**	**204135**	**Skagit Fisheries Enhancement Group**		**1,000.00**	
		101 - 582 10 01 101 - Community Center Deposit Ref				1,000.00		
2683	**03/26/2025**	**Claims**	**2**	**204136**	**Skagit Valley Family YMCA**		**7,700.00**	
		117 - 551 00 00 117 - Affordable Housing - Operation				7,700.00		
2684	**03/26/2025**	**Claims**	**2**	**204137**	**Smarsh Inc.**		**276.50**	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				276.50		
2685	**03/26/2025**	**Claims**	**2**	**204138**	**Jasmin Soto**		**100.00**	
		101 - 582 10 01 101 - Community Center Deposit Ref				100.00		
2686	**03/26/2025**	**Claims**	**2**	**204139**	**Stiles & Lehr Law Inc., PS**		**4,530.50**	
		001 - 512 50 41 010 - Municipal Court Judge				4,530.50		
2687	**03/26/2025**	**Claims**	**2**	**204140**	**Systems Design West, LLC**		**4,225.65**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 522 21 41 000 - EMS Professional Services-Sys I				4,225.65		
2688	**03/26/2025**	**Claims**	**2**	**204141**	**TK Elevator Corporation**		**1,248.35**	
		101 - 576 80 48 016 - City Hall				1,248.35		
2689	**03/26/2025**	**Claims**	**2**	**204142**	**Taylor, Ryker & Vicky**		**100.00**	
		101 - 582 10 01 101 - Community Center Deposit Ref				100.00		
2690	**03/26/2025**	**Claims**	**2**	**204143**	**Thompson, Guildner & Assoc, Inc P.S.**		**13,619.89**	
		001 - 515 41 41 000 - Ext Legal-City Attorney				11,882.80		
		001 - 515 45 41 000 - Legal - Litigation				1,737.09		
2691	**03/26/2025**	**Claims**	**2**	**204144**	**West Pub. dba Thomson Reuters - West**		**8,637.59**	
		001 - 591 28 70 001 - Lease + Subscription IT (SBITA)				8,637.59		
2692	**03/26/2025**	**Claims**	**2**	**204145**	**Town of La Conner**		**2,441.67**	
		412 - 537 60 47 021 - Curbside Yard Waste Disposal				2,441.67		
2693	**03/26/2025**	**Claims**	**2**	**204146**	**Traffic Safety Supply Co, Inc**		**1,707.96**	
		103 - 542 64 31 004 - Street Sign Materials				1,707.96		
2694	**03/26/2025**	**Claims**	**2**	**204147**	**Uline, Inc.**		**301.73**	
		001 - 522 50 48 020 - Repair/Maint-Garage				301.73		
2695	**03/26/2025**	**Claims**	**2**	**204148**	**Joanna Uribe**		**257.33**	
		001 - 521 20 28 000 - Employee Wellness				257.33		
2696	**03/26/2025**	**Claims**	**2**	**204149**	**Util Underground Loc Ctr**		**59.20**	
		401 - 535 80 31 010 - Operating Supplies				59.20		
2697	**03/26/2025**	**Claims**	**2**	**204150**	**Valvoline Instnt Oil Chg**		**194.64**	
		001 - 521 20 48 010 - Repair & Maint - Auto				56.67		
		001 - 521 20 48 010 - Repair & Maint - Auto				81.30		
		001 - 521 20 48 010 - Repair & Maint - Auto				56.67		
2698	**03/26/2025**	**Claims**	**2**	**204151**	**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		
2699	**03/26/2025**	**Claims**	**2**	**204152**	**WA City/County Mgmt Assoc.**		**375.00**	
		001 - 558 60 49 010 - Dues/Subscript/Membership				375.00		
2700	**03/26/2025**	**Claims**	**2**	**204153**	**WA St Criminal Justice**		**100.00**	
		001 - 521 40 49 000 - Tuition/Registration				100.00		
2701	**03/26/2025**	**Claims**	**2**	**204154**	**WA St Off of Treasurer**		**2,479.57**	
		635 - 586 30 00 635 - State Court Fees Remittance				2,479.57		
2702	**03/26/2025**	**Claims**	**2**	**204155**	**WA St Patrol**		**174.00**	
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				66.00		
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				108.00		
2703	**03/26/2025**	**Claims**	**2**	**204156**	**WEX Bank**		**10,837.51**	
		001 - 514 23 31 000 - Supplies				86.04		
		001 - 521 20 32 000 - Auto Fuel				5,441.97		
		001 - 522 20 32 000 - Auto Fuel/Diesel				3,508.57		
		401 - 535 80 32 000 - Auto Fuel/Diesel				262.74		
		102 - 536 20 32 000 - Auto Fuel/Diesel				47.56		
		412 - 537 80 32 000 - Auto Fuel/Diesel				285.16		Fuel for 525 & 514
		103 - 542 30 32 000 - Auto Fuel/Diesel				603.06		
		101 - 576 80 32 000 - Auto Fuel/Diesel				602.41		
2704	**03/26/2025**	**Claims**	**2**	**204157**	**WM of Washington Inc.**		**18,217.80**	
		412 - 537 60 47 000 - Solid Waste Disposal				18,217.80		Curbside recycling

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
2705	**03/26/2025**	**Claims**	**2**	**204158**	**World Kinect Energy Services, dba**		**3,903.38**	
		425 - 531 50 32 000 - Vehicle Fuel				141.33		
		425 - 531 50 32 000 - Vehicle Fuel				196.10		
		401 - 535 80 32 000 - Auto Fuel/Diesel				126.22		
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,482.82		
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,813.58		
		103 - 542 30 32 000 - Auto Fuel/Diesel				72.39		
		103 - 542 30 32 000 - Auto Fuel/Diesel				70.94		

001 Current Expense Fund	107,353.80	
101 Parks & Facilities Fund	18,690.88	
102 Cemetery Fund	1,017.19	
103 Street Fund	4,476.22	
104 Arterial Street Fund	127,613.72	
106 Cemetery Endowment Fund	1.75	
108 Lodging Tax Fund	5,000.00	
117 Housing and Related Services	26,360.19	
401 Sewer Operations Fund	27,686.93	
412 Solid Waste Operations Fund	112,839.50	
425 Stormwater Operations	11,715.12	
501 Equipment Replacement Fund	621.45	
631 Suspense Fund	-245.30	
635 Custodial Fund	2,514.14	
		Claims: 445,645.59
* Transaction Has Mixed Revenue And Expense Accounts	445,645.59	

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

_______________________________ ___________
Finance Director Date

_______________________________ ___________
Finance Committee Member Date

_______________________________ ___________
Finance Committee Member Date

_______________________________ ___________
Finance Committee Member Date

City Council Agenda Item

Agenda Item No.: e.3.

Date: March 26, 2025

From: Bill Bullock, Public Works Director

Subject: Contract Amendment No. 2 – WA Department of Licensing - Transportation Benefit District

---

RECOMMENDED ACTION:

A motion to execute Contract Amendment No. 2 with the Washington State Department of Licensing and the Transportation Benefit District to change the (City) Contract Manager and clarify fee change processing time requirements.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Sedro-Woolley established a Transportation Benefit District (TBD) in 2015 to generate revenues for transportation projects on collector and arterial streets throughout the City. These revenues are generated from vehicle licensing fees (car tabs); currently set at $20 per vehicle. These fees are collected by the Washington Department of Licensing (DOL) when vehicles are licensed or renewed in Sedro-Woolley. We have a contract with DOL to collect these fees and transfer those revenues when collected. This contract amendment makes two modifications to the contract language items:

1. Updates the Contract Manager to the current Public Works Director
2. Clarifies the time DOL has to implement fee changes (increases) approved by the TBD to a minimum of 120 day from the date of adoption of fee changes.

The TBD currently generates approximately $250,000 of revenue annually. There are no proposed TBD fee increase proposed at this time.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. K5289-2 TBD Sedro Woolley

WASHINGTON STATE DEPARTMENT OF LICENSING	**CONTRACT AMENDMENT BETWEEN DEPARTMENT OF LICENSING AND SEDO WOOLLEY TRANSPORTATION BENEFIT DISTRICT (TBD)**	**DOL Contract No. K5289** **Amendment No. 2**

Amendment

The purpose of this amendment is to:

1. Update DOL Contract Manager, effective immediately;
2. Add the following language to the "Fee Collection" section of the contract.

   - "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."

Contractor

Contract manager	(Area code) Telephone	E-Mail
William Bullock – PW Director	(360) 855-9933	bbullock@sedro-Woolley.gov

Department of Licensing (DOL)

Contract manager	(Area code) Telephone	E-Mail
Brad DeVol	(360) 634-5131	bdevol@dol.wa.gov

Attachments (when applicable)

N/A

The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The parties have executed this Amendment as the later signature dates included below. All other terms and conditions of the original Contract and any subsequent amendments there to remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.

Contractor / Date	Department of Licensing / Date
Name Julia Johnson	**Name** Evelyne Lloyd
Title Mayor, City of Sedro Woolley	**Print Title** Assistant Director, Administrative Services Division Department of Licensing
E-Mail swmayor@sedro-woolley.gov	**E-Mail** ELloyd@dol.wa.gov
Phone (360) 855-3160	**Phone** (360) 902-4044

This Contract is hereby amended as follows:

21. CONTRACT MANAGEMENT
    Update DOL Contract Manager

    The DOL Contract Manager identified on page one (1) of amendment number two (2) is hereby updated to the Contract Manager listed on page one (1) of this amendment.

4. FEE COLLECTION
   Add language to the "Fee Collection" section of the contract

   A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee.

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City Council Agenda Item

Agenda Item No.: e.4.

Date: March 26, 2025

From: Bill Bullock, Public Works Director

Subject: Subscription Agreement - iWorQ Systems – Fleet Management Software

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RECOMMENDED ACTION:

Motion to execute a revised three-year application (software) and service agreement with iWorQ Systems Inc. for continued database services, the two additional asset modules (approved on the February 26,2025 council meeting), and an additional third module for fleet management for an annual subscription fee of $13,057 per year plus a $500 setup fee. Three-year total $39,171.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City has contracted with iWorQ systems for the past several years to manage the following database services using the iWorQ platform for tracking (Public Works) Work Management, Sign Management, and Pavement Management. This service agreement will add Sewer Management (collections) and Stormwater Management to the database tool and fully integrate with GIS. One of the department goals is to consolidate capital asset tracking to a single system rather than multiple incompatible systems/methods. As Public Works has gone through the process of on-boarding the new mechanic position, staff realized the necessity of a modern fleet management software capability and that the current spread sheet and manual tracking used in the past is only marginally adequate.

FISCAL IMPACT, IF APPROPRIATE:

Current annual iWorQ subscription cost is $7,100 per year. This new subscription, which includes the two new modules, plus the addition of the fleet management module will increase to $13,057 per year.

These annual costs (to Public Works) will be shared between the following funds: Parks 101, Streets 103, Sewer 401, Storm 412.

ATTACHMENTS:

1. Sedro Woolley, WA-iWorQ Service Agreement

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Sedro-Woolley, WA hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact William Bullock Title Public Works Director

Office Phone (360) 855-9933 Cell (360) 913-0706 Email bbullock@sedro-woolley.gov

Secondary Implementation Contact Nathan Salseina Title Operations Supervisor

Office Phone (360) 855-0151 Cell Email nsalseina@sedro-woolley.gov

11. CUSTOMER BILLING INFORMATION:

Billing Contact Julie Rosario Title Administrative Analyst

Office Phone (360) 855-0771 Cell Email ap@sedro-woolley.gov

PO# 2025-PO-09 (if required) Tax Exempt ID # 91-6001276

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature ______________________ Effective Date: 2/11/2025

Printed Name William Bullock

Title Public Works Director

Office Number (360) 855-9933

Cell Number ______________________

iWorQ Service(s) Agreement
APPENDIX A

<u>iWorQ Cost Proposal</u>

Sedro-Woolley, WA	**Population- <u>12940</u>**
325 Metcalf Street Sedro-Woolley, WA 38284	**Prepared by: Matthew Hansen**

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Public Works Package (Asset) Sewer Package includes: * Work Management * Sign Management * Pavement Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.) (up to 5 asset types) * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports	~~**$10,536.00**~~ **$5,975.00**	Annual
Capital Asset - Stormwater Management - Available on any computer, tablet, or mobile device using Chrome browser - Track up to 5 asset types - Track maintenance history for MS4 compliance - OpenStreetMap with point and line layers - Track conditions and descriptions - Configurable dashboard, fields, and reports	~~**$8,615.00**~~ **$2,250.00**	Annual
Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal.	**$4,832.00**	Annual

- Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.		
Subscription Fee Total (This amount will be invoiced each year)	**$13,057.00**	

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
One-Time Setup Total (This amount will be added year 1)	~~**$7,000.00**~~	**$500.00**	**Year One**

NOTES SERVICE(S) DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date

II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days

III. This cost proposal cannot be disclosed or used to compete with other companies.

City Council Agenda Item

Agenda Item No.: e.5.

Date: March 26, 2025

From: Woody Tovar Cano, IT Director

Subject: Subscription Agreement - Smarsh Inc. - Archiving Renewal

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RECOMMENDED ACTION:

Motion to execute a one-year subscription agreement contract with Smarch Inc. for $30,132.28 (including taxes).

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro Woolley uses Smarsh to archive email, social media and other forms of digital communications. The Washington Public Records Act requires preservation of public records regardless of physical form and the city is using Smarsh to assist with the archiving and retrieval of digital records. We have been using Smarsh's archiving services since 2017, and we would like to continue to utilize this resource to meet the state's public records requirements.

FISCAL IMPACT, IF APPROPRIATE:

Annual subscription $30,132.28 (including taxes), the prior year was $26,395.68.

ATTACHMENTS:

1. INV-256480

Invoice

Smarsh Inc.
851 SW 6th Ave, Suite 800
Portland, OR 97204
United States
For Remit To address, please see below
866-SMARSH-1
customer.success@smarsh.com
EIN: 75-2984566

Invoice Date: 10-Mar-2025
Due Date: 09-Apr-2025
Invoice Number: INV-256480
Service Account: SA-37163

Bill To:

City of Sedro Woolley, WA
Accounts Payable
325 Metcalf St
Sedro Woolley, Washington 98284-1007
United States

Customer:

City of Sedro Woolley, WA
Woody Tovar Cano
325 Metcalf St
Sedro Woolley, Washington 98257
United States

Description	Service Period	Quantity	Amount
Unified			
Platform - Professional Archive - SMG	01-Mar-2025 – 28-Feb-2026	1	$790.26
Email - Professional Archive Capture	01-Mar-2025 – 28-Feb-2026	99	$11,419.25
Facebook - Professional Archive Capture	01-Mar-2025 – 28-Feb-2026	2	$230.69
Instagram - Professional Archive Capture	01-Mar-2025 – 28-Feb-2026	2	$230.69
LinkedIn - Professional Archive Capture	01-Mar-2025 – 28-Feb-2026	1	$145.31
Microsoft Teams - Professional Archive Cloud Capture	01-Mar-2025 – 28-Feb-2026	86	$9,919.76
Verizon - Professional Archive Capture	01-Mar-2025 – 28-Feb-2026	27	$3,923.19
Platform - Web Archive	01-Mar-2025 – 28-Feb-2026	1	$0.00
Web Archive - Domain	01-Mar-2025 – 28-Feb-2026	1	$1,113.23
Web Archive - Page	01-Mar-2025 – 28-Feb-2026	350	$2,291.94
Smarsh Support			
Professional Support - Basic	01-Mar-2025 – 28-Feb-2026	1	$0.00

Subtotal	$30,064.32
Total Tax	$67.96
Invoice Total	**$30,132.28**

Thank you for your business!
Please include your invoice number and service account number on your check and/or detailed remittance notice.
If you were charged tax on this invoice, and you feel you are tax exempt, please send a current tax-exempt certificate to accounting@smarsh.com.

CHECKS SHOULD BE MAILED TO:
Smarsh Inc.
PO Box 735697
Chicago, IL 60673-5697

ACH OR WIRE PAYMENTS:

For ACH delivery:
Bank Routing Number: 325070760
Account Number: 937386073
Account Name: Smarsh Inc

For Wire Transfers:
Bank Routing Number: 021000021
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 937386073
Account Name: Smarsh Inc
*Smarsh may charge a late fee of 1.5% per month on any fees not paid when due

City Council Agenda Item

Agenda Item No.: f.2.

Date: March 26, 2025

From: Julia Johnson, Mayor

Subject: Skagit Public Utility District General Manager George Sidhu

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RECOMMENDED ACTION:

Presentation, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Sedro Woolley 2025-03-26 PUD Update

Building a Secure Water Future

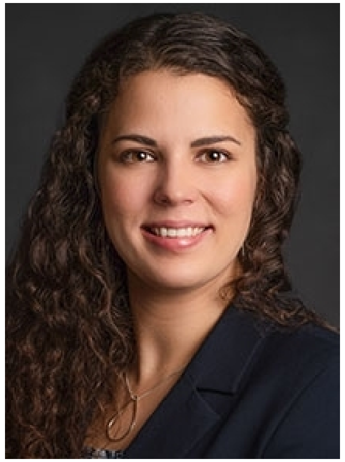
City of Sedro Woolley

March 26, 2025

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

Board of Commissioners

Andrew Miller
President
District 2

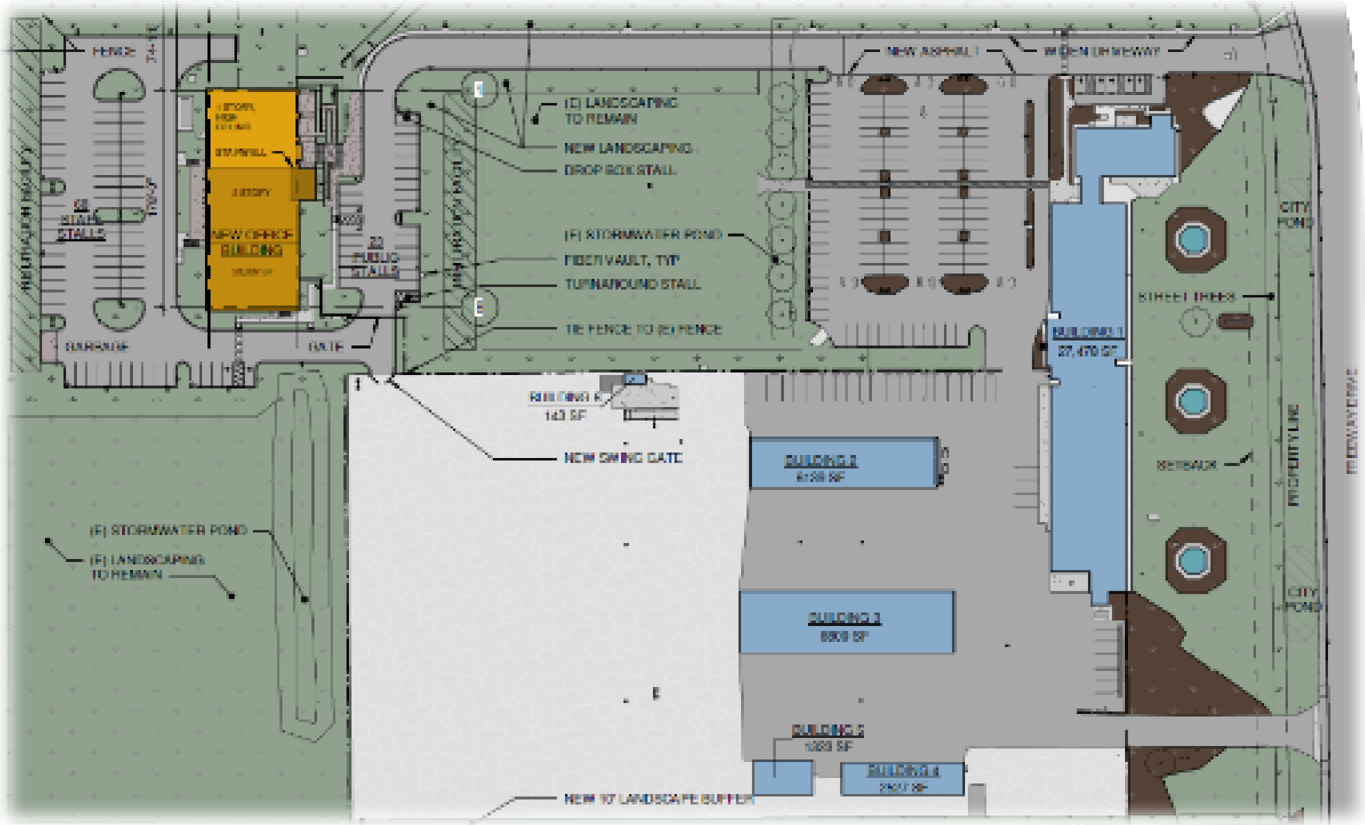


Corrin Hamburg
Vice President
District 3

Joe Lindquist
Secretary
District 1

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

New PUD Campus



New PUD Campus

Temporary Water Rights Transfers

goskagit.com NEWS SPORTS OPINION EVENTS COMMUNITY OBITS CLASSIFIEDS MAGAZINES SPECIAL SECTIONS DIRECTORY

Skagit PUD approves water rights transfers to farmers for irrigation

EMMA FLETCHER-FRAZER Skagit Valley Herald Apr 17, 2024 0

LA CONNER WEEKLY NEWS

News Community School A & E Opinion Obituaries Blotter Puzzles Re

New agreement with Skagit PUD will let farmers irrigate all summer

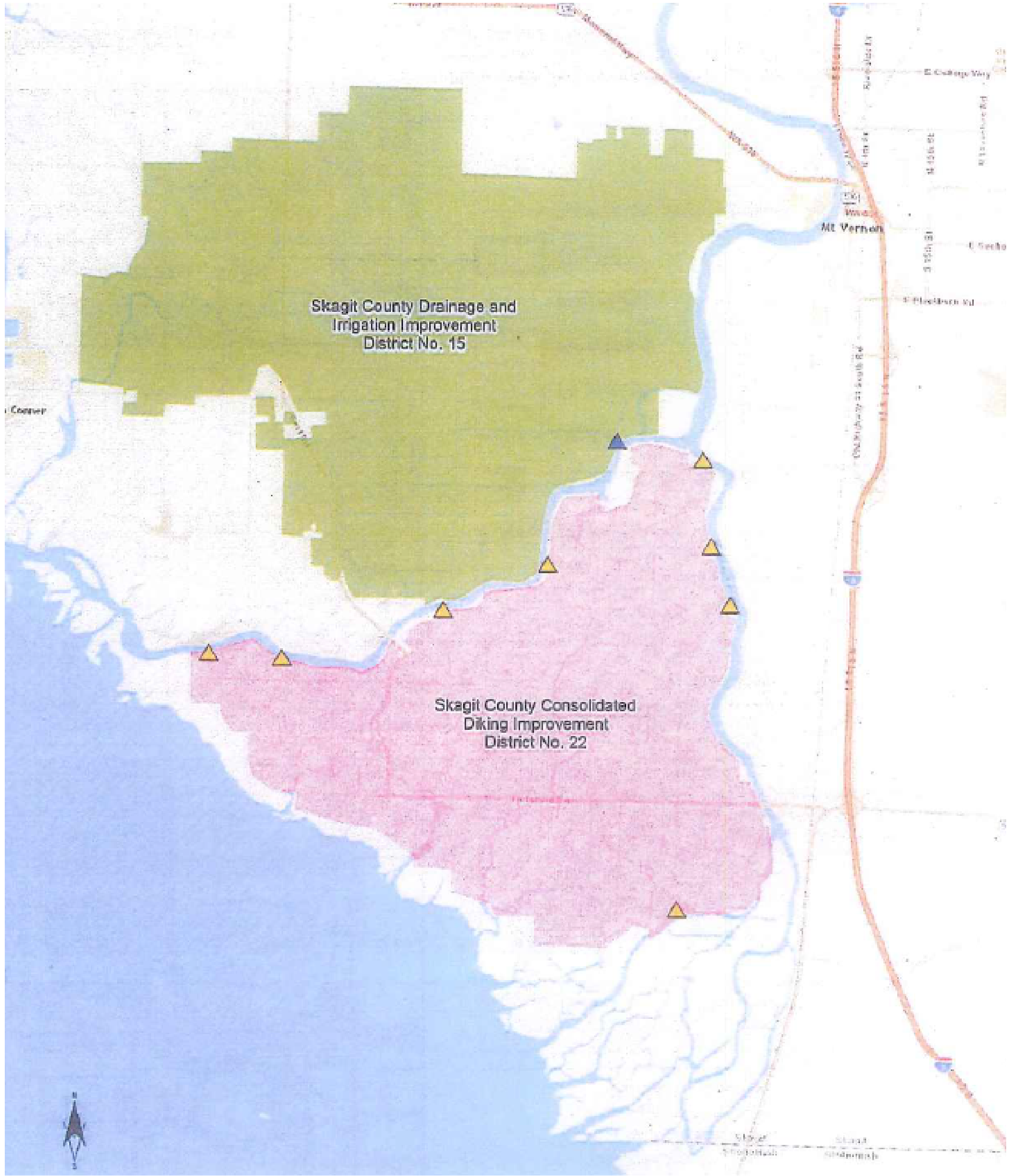
By Anne Basye

Share Tweet 0 Comments

April 17, 2024

Temporary Water Rights Transfer

- Seasonal use from May 15 to October 1
- In use when Skagit River flows are low
- Requires an existing surface water diversion
- Provides security of water availability



Micro-Hydro Electric Generation

Taking the pressure off

1 December 2021

Skagit Public Utility District in the US is one of the first water agencies to install a new micro hydro system that harvests excess water pressure from municipal water pipelines, converting it into carbon-free electricity, reducing operational costs and helping to combat climate change.

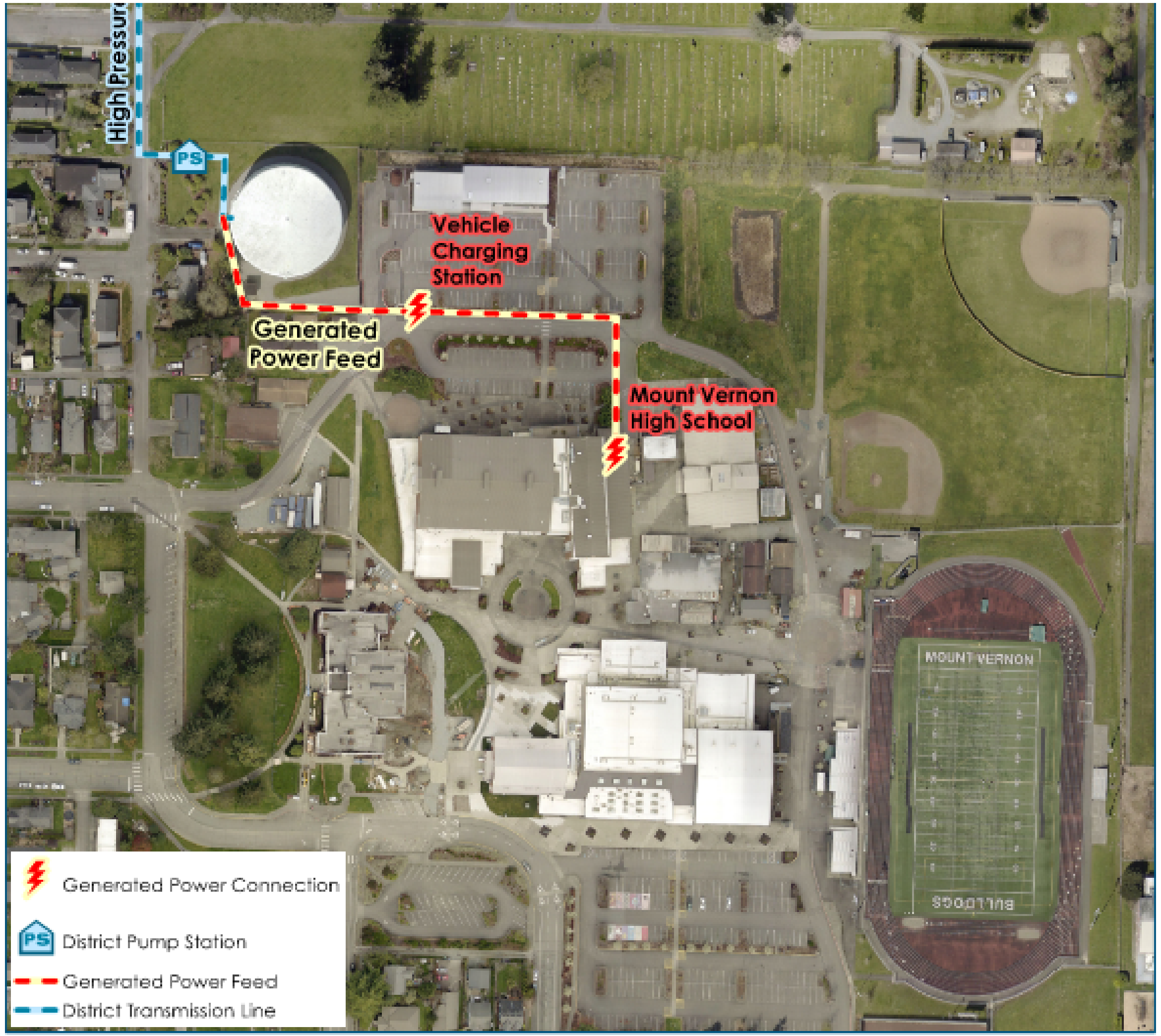
AMERICANCITYANDCOUNTY.COM

Skagit PUD completes energy recovery project in Mount Vernon, Wash.

SMART-ENERGY.COM

Washington utility generates clean electricity in water distribution pipes

Mount Vernon High School Site



- Water tank serves 80% of the City of Mount Vernon.
- Consistent pressure and flow rates for constant, long-term energy production
- 290,000 kWh of energy annually – 24,166 kWh monthly.
- Offsets 9.3 million pounds of CO_2, assuming a 30-year project life and 1.07 pounds of CO_2/kWh.
- $26,100 in yearly savings

Mount Vernon High School

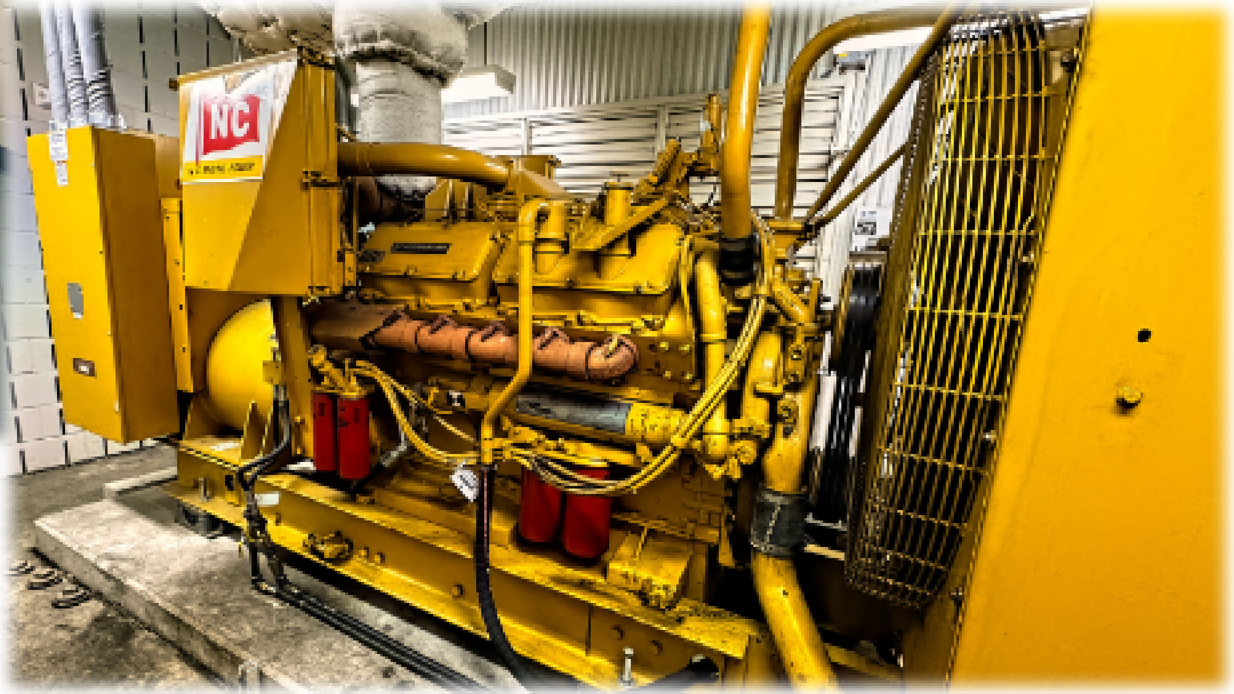
- School Energy Consumption – 293,490 kWh in high demand months
- One of the 14 onsite meters, the easiest one to connect to consumes 105,000 kWh per month
- Connection to existing meter physically feasible without causing significant disruption to campus

Funding

Secured funding for project

- $598,000 “Rural Clean Energy Innovation Project”
- $240,000 Grant from TransAlta
- $160,000 from the Inflation Reduction Act. (Federal)

Water Treatment Plant Projects



George Sidhu, P.E.

(360) 424-7104 | *sidhu@skagitpud.org*

PUBLIC UTILITY DISTRICT
NO. 1 OF SKAGIT COUNTY

City Council Agenda Item

Agenda Item No.: m.1.

Date: March 26, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Amending SWMC Chapter 12.36 "City Parks, Recreational Vehicle Facilities and Community Center" - Ordinance No. 2095-25 - 1st Read

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RECOMMENDED ACTION:

Motion to approve Ordinance 2095-25 amending SWMC Chapter 12.36 "City Parks, Recreational Vehicle Facilities and Community Center".

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

SWMC Chapter 12.36 "City Parks, Recreational Vehicle Facilities and Community Center" addresses facility reservations within the City. City staff and the City's Finance and IT Committee have been working through some of the outdated elements of the Code and have proposed changes to this chapter. Staff have developed an online reservation system for City facilities, and the ability to make reservations online will greatly improve the convenience and clarity for the public making facilities reservations. The timing of when payment is due is impacted by the new online reservation system. Another revision changes the allowances for discounted rates from "community groups" to charitable non-profit organizations which operate in and provide benefits and services to the citizens of Sedro-Woolley. The City has not contributed revenue generated from the rental of the amphitheatre to the City's facilities maintenance reserve fund (Fund 303) in over three years, so the section regarding the use of the funds should be removed.

These changes were discussed with the Finance and Information Technology Committee on February 26, 2026.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 04899Sedro - Ordinance No. 2095-25 Amending SWMC Chapter 12.36 RE Facility Reservations FINAL

ORDINANCE NO. 2095-25
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING CHAPTER 12.36 "CITY PARKS, RECREATIONAL VEHICLE FACILITIES AND COMMUNITY CENTER" OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, City staff have developed an online reservation system for City facilities, and the ability to make reservations online will greatly improve the convenience and clarity for the public making facilities reservations; and,

WHEREAS, the City's Finance and IT Committee proposed changing the allowances for discounted rates from "community groups" to charitable non-profit organizations which operate in and provide benefits and services to the citizens of Sedro-Woolley; and,

WHEREAS, the City has not contributed revenue generated from the rental of the amphitheatre to the City's facilities maintenance reserve fund (Fund 303) in over three years, so the section regarding the use of the funds should be removed; and,

WHEREAS, these changes necessitate updates to SWMC Chapter 12.36 "City Parks, Recreational Vehicle Facilities and Community Center";

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

Section One. Chapter 12.36 "City Parks, Recreational Vehicle Facilities and Community Center" of the Sedro-Woolley Municipal Code, last modified by Ord. 2038-23 § 1 in 2023, is hereby amended to read as follows:

Sections:

Section 12.36.010 City parks and facilities—General regulations.

The following regulations shall apply to the use of city parks and facilities ("premises"):

A. No person shall possess, display or consume any alcoholic beverages or intoxicating liquors while in any city park unless with a valid liquor permit.

B. No person shall throw, drop, deposit, discard or otherwise dispose of litter in any city park except in a designated litter container.

C. No person shall permit an animal in a city park except when contained by a leash, and animal waste must be picked up and properly disposed; provided, that the leash requirement in this subsection does not apply to dogs within the fenced perimeter of the S-W Bark Park when the dog is attended and under the control of the owner or of an authorized person over twelve years of age.

The mayor is authorized to promulgate rules and regulations for the use of the S-W Bark Park; the same shall be posted at the S-W Bark Park.

D. No person shall enter the Skagit River from Riverfront Park, except when launching boats from the boat ramp, nor otherwise cross over the fence at the Riverfront Park.

E. No person shall remove or relocate any tables, garbage cans, or other equipment in any city park.

F. No person shall operate or park a vehicle in any city park except in designated traffic and parking areas, and in conformance with posted traffic regulations.

G. No person shall use city park facilities without prior payment when such payment is required by ordinance.

H. No person shall commit any felony while on the premises.

I. No person shall commit any violation of the Sedro-Woolley Municipal Code while on the premises.

J. All persons shall comply with any departmental rule or regulation for use of the premises.

K. No person shall use profane and/or inappropriate language that is likely to offend, intimidate, harass, discriminate against or inflame others.

L. No person shall conduct himself/herself in a manner that unreasonably interferes with the use and enjoyment of the premises by other members of the public or the work environment of city staff.

M. No person shall either cause damage to or act in a manner likely to cause damage to city property or the property of any other person.

N. Foreign objects, including but not limited to ramps and rails, are not allowed in the skate park and will be removed and discarded without notice.

O. Bicycles are prohibited in the skate park at all times and are subject to impound for a period of time not to exceed thirty days.

P. The skate park is closed to any and all users from ten p.m. to eight a.m. from June 1st to October 15th and Fridays and Saturdays all year round. From October 16th to May 31st, the skate park is closed from eight p.m. to eight a.m., Sunday through Thursday. There is no trespassing allowed during these hours.

Section 12.36.015 Sedro-Woolley school district.

Upon approval by the city council, the city may enter into an interlocal agreement with the Sedro-Woolley school district that would govern the district's use of city-owned facilities without regard to the rules and fees in this chapter.

Section 12.36.020 Recreational vehicle facilities, covered areas and athletic fields.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of recreational vehicle facilities and covered areas and shelters, and athletic fields:

A. Length of Stay. No person shall use the Riverfront Park recreational vehicle facility more than five consecutive days. No person shall use the Bingham Park recreational vehicle facility more than five consecutive days. No person shall leave a recreational vehicle unattended for longer than forty-eight hours. Extension of time limit is subject to availability. The city reserves the right to remove unattended vehicles during times of flood or other natural disaster at the owner's expense. The city reserves the right to deny usage to any person. The Riverfront Park recreational vehicle facility is closed seasonally to minimize risk during flood season. Closure dates are established by the public works operations division supervisor annually.

B. Recreational Vehicle Park Fees.

1. A fee of the amount listed in the master fee schedule adopted by resolution of the city council per night shall be charged in advance for each space rented that does not have full sewer hook-ups.

2. A fee of the amount listed in the master fee schedule adopted by resolution of the city council per night shall be charged in advance for each space rented that has full sewer hook-ups.

C. Athletic field user fees are listed in the master fee schedule adopted by resolution of the city council.

D. Reservations.

1. For purposes of this section, "resident" and "all others" are defined in Section 12.36.030(C)(3)(b) and (c).

2. Reservations for the Riverfront Park recreational vehicle facility may be made up to one year in advance at City Hall. ~~Ten~~ Seventeen (17) spaces will be designated available for reservation. These spaces may be reserved by paying ~~a nonrefundable administrative fee of the amount listed in the master fee schedule adopted by resolution of the city council plus~~ the daily fee established in ~~subsection B of this section for the period being reserved~~ the master fee schedule adopted by resolution of the city council at the time the reservation is made.

3. The large covered eating area at the Riverfront Park may be reserved by paying a fee ~~at the time the reservation is made as follows: for residents, the amount listed in the master fee schedule adopted by resolution of the city council; and for all others, the amount listed in the master fee schedule~~ as listed in the master fee schedule adopted by resolution of the city council. After city approval, payment is due at least ninety (90) days before the reservation date. If the reservation is approved less than ninety (90) days from the date of the reservation, payment is due within five (5) business days.

4. The small covered eating area at the Riverfront Park may be reserved by paying a fee at the time the reservation is made ~~as follows: for residents, the amount listed in the master fee schedule adopted by resolution of the city council; and for all others,~~ for the amount listed in the master fee schedule adopted by resolution of the city council.

5. The Memorial Park shelter may be reserved by paying a fee at the time the reservation is made ~~as follows: for residents, the amount listed in the master fee schedule adopted by resolution of the city council; and for all others,~~ for the amount listed in the master fee schedule adopted by resolution of the city council.

6. The Bingham Park shelter may be reserved by paying a fee at the time the reservation is made ~~as follows: for residents, the amount listed in the master fee schedule adopted by resolution of the city council; and for all others,~~ for the amount listed in the master fee schedule adopted by resolution of the city council.

7. The Hammer Heritage Square may be reserved by paying a fee at the time the reservation is made ~~as follows: for residents,~~ for the amount listed in the master fee schedule adopted by resolution of the city council~~; and for all others, the amount listed in the master fee schedule~~, except that the city council may authorize the use of this facility free of charge to the Sedro-Woolley Farmers Market on an annual basis.

8. If the reservation for park facilities is not canceled at least sixty (60) days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the covered eating area is not reserved, it is available to the public without charge on a first-come, first-served basis. ~~Reservations may be made at the city clerk's office.~~

Section 12.36.025 Fee waivers for city-owned facilities.

City facilities may be utilized free of any charge for rental or utilities ~~by the city of Sedro-Woolley any city use and~~ for certain community events ~~sponsored by and authorized by the council~~ including ~~the following events: Founders' Day,~~ Loggerodeo (includes 4th of July~~),~~) and City of Lights Festival~~, and Thanksgiving~~. ~~Additional events may be authorized at the discretion of the council.~~ These events will be permitted through the special events process.

Section 12.36.030 Community center facility.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the city-owned community center:

A. Permitted Uses. The community center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. No retail sales or other profit-making activities shall be permitted unless they are carried out by a nonprofit organization. This organization must show proof that it has nonprofit status. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The community center and buildings may be reserved for the periodic and temporary use of the residents and groups within the city. ~~Reservations must be made in person at the city finance director's office, where a calendar of such reservations will be maintained.~~ Reservations may be made up to one year in advance of the reserved date.

C. Rental Fees. Rental fees for the use of the community center are listed in the master fee schedule adopted by resolution of the city council.

If alcoholic beverages, live music, or dancing are to be provided at the community center, the fees will be as listed in the master fee schedule adopted by resolution of the city council.

~~Rental fees must be paid at the time the reservation is made.~~ After city approval, payment is due at least ninety (90) days before the reservation date. If the reservation is approved less than ninety (90) days from the date of the reservation, payment is due within five (5) business days. If the reservation is not canceled at least sixty (60) days before the reservation date, it will not be refunded.

1. Payment in Kind. Upon the prior approval of the city council, the city may accept rental payments from ~~community groups~~ charitable non-profits through in-kind contributions to the city including, but not limited to, improvements to the community center or other city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

2. ~~Community Group~~ Charitable Non-Profit Eligibility. To be eligible to receive the rates for ~~community groups (rate table in subsection C of this section)~~ charitable non-profits (listed in the master fee schedule adopted by resolution of the city council), the ~~person,~~ group or organization must submit a request to and receive approval from the mayor or designee. To ~~approve~~ qualify for the reduced rate, the ~~mayor or designee~~ group shall ~~find that the group meets the definition of a community group and that the event provides~~ be a charitable non-profit providing ~~a~~ benefits and services to the citizens of the city of Sedro-Woolley. Any decision by the city regarding eligibility ~~Such decision~~ shall be final.

3. Definitions.

a. ~~"Community groups"~~ "Charitable Non-Profit" means ~~those civic organizations located within the city of Sedro-Woolley~~ a charitable non-profit organization, working with the city limits.

b. "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

c. "All others" means any person, group or organization that does not categorically fall into any other definition herein.

D. Time Limits. Persons or groups using the community center must be out of the premises as follows:

Sunday through Thursday	11:00 p.m.
Friday through Sunday	12:00 midnight

E. Security Deposit. After use of the community center, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair of damage. A security deposit must be paid ~~no less than three days prior to the event~~, in the amount of the greater of:

1. If alcohol is served or permitted, the amount listed in the master fee schedule adopted by resolution of the city council;

2. If dancing or live music is permitted, the amount listed in the master fee schedule adopted by resolution of the city council;

3. If the audio/visual equipment is rented, the amount listed in the master fee schedule adopted by resolution of the city council; or

4. If alcohol, dancing and live music are not permitted, the amount listed in the master fee schedule adopted by resolution of the city council.

This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises are not cleaned and restored to their original condition or if there is any damage to the premises, furnishings, exterior premises, or equipment including but not limited to the audio/visual equipment. The city may also retain this deposit if the reservation indicates that any of the following will not be consumed or performed and one or more does occur; alcohol, dancing, and live music. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the community center as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the community center or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

Renter is responsible for leaving the facility in clean, broom-swept condition, with garbage removed as indicated in the rental agreement. Any required cleaning, as determined by the city, shall be charged to the renter in the amount listed in the master fee schedule adopted by resolution of the city council per hour.

F. Key. All community center keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing is to be allowed or provided, the user must pay an additional fee of the amount listed in the master fee schedule adopted by resolution of the city council. ~~for each hour of use (minimum of four hours); includes all time from setup to cleaning. This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee, and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of the amount listed in the master fee~~

~~schedule per hour; no refunds will be given for use that is less than the amount paid for in advance.~~

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. “Good cause” shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

H. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the community center, and incorporate the same into the agreement to be signed by the user.

I. Annual Users. For those users who are otherwise qualified to use the community center and use the facility on a recurring basis of at least three times per month, each month of the year, the rental fee shall be the amount listed in the master fee schedule adopted by resolution of the city council per use. All other rules and conditions shall apply to annual users.

J. Consecutive Days. For those users who rent the community center for more than one day per use, the rental fee for each additional consecutive day beyond the first day shall be the amount listed in the master fee schedule adopted by resolution of the city council less than the rates in this chapter.

K. Audio/Visual Equipment. An additional fee of the amount listed in the master fee schedule adopted by resolution of the city council is charged for the use of the community center audio/visual equipment.

L. Storage Closet. An additional fee of the amount listed in the master fee schedule adopted by resolution of the city council is charged for the rental of the community center storage closet. Only organizations with long-term facility use agreements are eligible to rent storage closets.

Section 12.36.035 Regulations for golf course.

Repealed by Ord. 1643-09.

Section 12.36.040 Penalties.

Any person convicted of a violation of Section 12.36.010 shall be punished by a fine not to exceed the amount listed in the master fee schedule adopted by resolution of the city council, or by imprisonment for a period not to exceed ninety days, or by both such fine and imprisonment.

Section 12.36.050 Amphitheater at Riverfront Park.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the amphitheater at Riverfront Park:

A. Reservations.

1. Nonprofit, City-Sanctioned Festivals and Private Uses. Reservations for the amphitheater at Riverfront Park may be made up to one year in advance ~~at City Hall~~ by paying a fee ~~at the time the reservation is made as follows: for residents~~ in the amount listed in the master fee schedule adopted by resolution of the city council~~, and for all others, the amount listed in the master fee schedule~~. This fee includes the use of the large shelter.~~-~~ After city approval, payment is due at least ninety (90) days before the reservation date. If the reservation is approved less than ninety (90) days from the date of the reservation, payment is due within five (5) business days. If the reservation is not canceled at least sixty (60) days before the reservation date, it will not be refunded without approval of the mayor, or his/her designee. If the amphitheater is not reserved, it is available to the public without charge on a first-come, first-served basis; provided, that no power shall be supplied and no sound amplification may be used.

2. Events Staged for Profit or Not Listed in Subsection (A)(1) of This Section. Reservations for the amphitheater at Riverfront Park may be made up to one year in advance by application to the city council for a special events permit. The finance department is delegated authority to develop a special events permit application form and process. The fee for a special events permit shall be listed in the master fee schedule adopted by resolution of the city council, and is nonrefundable and payable at the time of the application. In making its decision, the city council will consider the information in the application, the impact the event may have on the community, Riverfront Park and its other users, risks associated with the event and benefits to the community. It is the intent of the council to make the amphitheater available to users in this category on a very limited basis when those users will provide opportunities for arts and entertainment that would not otherwise be available to the Sedro-Woolley community. Upon approval from the city council, the applicant must pay a rental fee ~~as follows: for residents,~~ in the amount listed in the master fee schedule adopted by resolution of the city council~~and for all others, the amount listed in the master fee schedule~~. This fee includes the use of the large shelter. This fee is nonrefundable. Decisions of the city council are final.

B. Noise. Use of this facility is subject to the city's public disturbance noise ordinance, Chapter 9.46, including the provision allowing for the issuance of a permit for weddings, receptions, parties, musicals, theatrical performances or other similar events. It is the express intent of the city council to allow for the use of the amphitheater while also allowing the general public to continue to use and enjoy the park and to not unreasonably disturb the residential neighbors.

C. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, the user must pay an additional fee of the amount listed in the master fee schedule adopted by resolution of the city council for each hour of use (minimum of four hours); includes all time from setup to cleaning. ~~This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of the amount listed in the master fee schedule per hour; no refunds will be given for use that is less than the amount paid for in advance.~~

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for a number of police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

D. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the amphitheater, and incorporate the same into the agreement to be signed by the user.

~~Section 12.36.060 Use of amphitheatre rental revenue.~~

~~Fifty percent of the revenue generated from the rental of the amphitheatre shall be deposited into the city's facilities maintenance reserve fund (Fund 303).~~

Section 12.36.070 Conditions of use for city parks and facilities ("premises").

In addition to the general regulations adopted in Section 12.36.010, the mayor is authorized to establish conditions of use for city premises and shall post those conditions in a manner calculated to give notice to members of the public.

Section 12.36.080 Orders of exclusion.

The mayor or designee is authorized to exclude members of the public from city premises for alleged violations of those conditions of use for a maximum of one hundred eighty days. Any person who has been served with an exclusion notice is subject to arrest for criminal trespass under Chapter 9.54.

The mayor is authorized to promulgate rules and regulations to effectuate this section and shall include in those rules and regulations a process for review of exclusion notices by the Sedro-Woolley municipal court.

Section 12.36.090 Sedro-Woolley senior center building.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the Sedro-Woolley senior center building:

A. Permitted Uses. The Sedro-Woolley senior center building will be primarily used for the operation of the Sedro-Woolley senior center and related senior-oriented functions. Private parties, residents and community groups may rent portions of the Sedro-Woolley senior center building for community meetings, classes and other similar activities on a space-available basis and upon approval of the senior center coordinator. No retail sales shall be permitted. No alcoholic beverages shall be permitted. The kitchen facility is not available for rental use. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The Sedro-Woolley senior center building may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made ~~in person at~~ with the city finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date. No reservation shall be made without first coordinating with and receiving the written approval of the senior center coordinator. In most cases, reservations will be allowed for rental periods of less than a full day; the reservation shall indicate the approved rental period, which is not to exceed eighteen hours.

C. Rental Fees. Rental fees for the use of the Sedro-Woolley senior center building are listed in the master fee schedule adopted by resolution of the city council.

Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty (60) days before the reservation date, it will not be refunded.

1. Payment in Kind. Upon the prior approval of the city council, the city may accept rental payments from ~~community groups~~ charitable non-profits through in-

kind contributions to the city including, but not limited to, improvements to city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

2. ~~Community Group~~ Charitable Non-Profit Eligibility. To be eligible to receive the rates for ~~community groups~~ charitable non-profits (listed in the master fee schedule adopted by resolution of the city council), the ~~person,~~ group or organization must submit a request to and receive approval from the mayor or designee. To ~~approve~~ qualify for the reduced rate, ~~the mayor or designee shall find that~~ the group ~~meets the definition of a community group and that the event provides a~~shall be a charitable non-profit providing benefits and services to the citizens of the city of Sedro-Woolley. ~~Such decision~~ Any decision by the city regarding eligibility shall be final.

3. Definitions.

a. ~~"Community groups"~~ "Charitable Non-Profit" means ~~those civic organizations located within the city of Sedro-Woolley~~ a charitable non-profit organization, working with the city limits.

b. "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

c. "All others" means any person, group or organization that does not categorically fall into any other definition herein.

D. Security Deposit. After use of the Sedro-Woolley senior center building, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the facility shall be liable for any cost of cleanup and repair. A security deposit must be paid ~~no less than three days prior to the event,~~ in the sum of the amount listed in the master fee schedule adopted by resolution of the city council.

This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises are not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the Sedro-Woolley senior center building as long as it conducts its activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the facility or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

E. Key. All facility keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

F. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the Sedro-Woolley senior center building, and incorporate the same into the agreement to be signed by the user.

Section 12.36.095 Use of senior center building rental revenue.

One hundred percent of the revenue generated from the rental of the Sedro-Woolley senior center building shall be deposited into the city's facilities maintenance reserve fund (Fund 303).

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this ___ day of _________, 2025.

____
Julia Johnson, Mayor

ATTEST:

____
Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

____
Nikki Thompson, City Attorney