

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

CITY COUNCIL AGENDA

April 9, 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 26, 2025
- 2. Check Register - Regular
- 3. Out-of-State Travel Training Request
- 4. Appointment to Sedro-Woolley Housing Authority Commission - Mario Padilla
- 5. Funding Acceptance: PWTF Planning and Pre-Construction Funding Program WWTP Facility Plan /Engineering Report Grant/Loan Award
- 6. Professional Services Agreement WWTP Engineering Report/Facility Plan

- f. City Administrator Report**
- g. Councilmember and Mayor's Report**
- h. Proclamation(s)**
- i. Public Hearing(s)**
- j. Public Comments**

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

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

- k. Introduction of Special Guests and Presentation**
 - 1. Skagit Transit - Long-Range Transit Plan
- l. Unfinished Business**
- m. New Business**

1. Amendments to Title 17 SWMC Off-Street Parking and Loading - Ordinance 2096-25
- 1st Read

n. Information Only Items

o. Executive Session

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

p. Adjournment

Next Meeting(s) City Council and Strategic Planning Committee - April 23, 2025

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

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

Join Zoom Meeting:

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

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: April 9, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - March 26, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular council meeting held on March 26, 2025.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

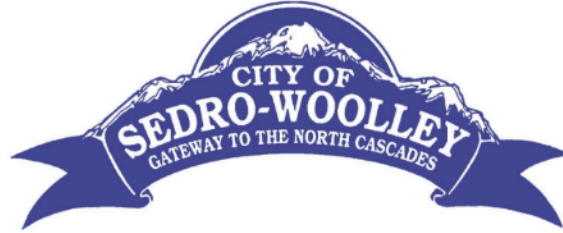
Minutes recorded for the City Council Study Session, held on March 26, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. March 26, 2025 City Council Study Session minutes



Regular Meeting of the City Council
March 26, 2025 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Approval of Agenda

Motion made by Councilmember Burns and seconded by Councilmember Diamond to approve the agenda with the addition of a closed session. Motion carried (6-0).

e. Consent Agenda

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

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

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

Mayor Julia Johnson presented an appreciation award to Ariel Wesson for her 25 years of

service with the Fire Department.

2. Skagit Public Utility District General Manager George Sidhu

Skagit Public Utility District General Manager George Sidhu shared a PowerPoint presentation.

g. City Administrator Report

City Administrator Charlie Bush shared information that is located on our city website about the BESS project page.

h. Councilmember and Mayor's Report

Councilmember Cocke highlighted a story he saw in the Skagit Valley Herald, and shared news regarding the Northern State Recreation area, and the Song Sparrow Bridge connecting to trails, and then gave Kudos to Skagit Trail Builders and the County on its completion.

Councilmember Diamond shared an event for Councilmember Kesti called Mug Shots and Mocktails. The Sedro-Woolley Museum will be hosting on March 27, 2025, from 4pm to 6pm, and invited everyone for complimentary mugshots, cocktails and appetizers.

Councilmember Burns thanked Ariel Wesson for her dedication to service to the Fire Department.

Councilmember Burns went to the Kulshan Hotel grand opening last week and said it's nice to have another hotel in town for tourists. Then he shared the Sedro-Woolley Lions Club, who will be doing the Log Drive again this year, a fundraiser for childhood cancer treatment, and Camp Cory to help families with medical expenses.

Councilmember Henderson shared an event at the Sedro-Woolley Eagles as a fund-raiser for the Loggerodeo fireworks. Eagles will be hosting a silent auction and spaghetti feed.

Councilmember Diamond Shared Sedro-Woolley high school fast pitch team will be hosting a free softball clinic for all registered softball players at Janicki Fields on April 2nd, 2025, from 5pm to 6:30pm,

Councilmember Diamond recognized Ariel Wesson for her 25 years of service in the Fire Department.

Councilmember Loy shared information regarding the skateboard competition.

Councilmember Lavacca was absent.

Mayor Julia Johnson shared the 2024 report from Family Promise, and informed staff of

power outages along with thunder, lightning, and rainstorms.

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.

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

Finance Director Kelly presented amending SWMC Chapter 12.36 city parks, recreation vehicle facilities and community center, which will also include Olmstead Park shelters, Ordinance 2095--25.

Motion made by Councilmember Cocke and seconded by Councilmember Henderson to approve Ordinance 2095-25 amending SWMC Chapter 12.36 city parks, recreational vehicle facilities and community center, which will include Olmsted Park Shelters. Motion carried (6-0).

n. Information Only Items

o. Executive Session

p. Adjournment

The meeting adjourned at 6:49 P.M.

q. Closed Session

A closed session was held.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: April 9, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims checks #204160 through #204232, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61365 through #61373

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$243,333.42

Surcharges totaling \$7,875.73

Payroll totaling \$642,744.72

ATTACHMENTS:

1. 2025-04-09 Check Register
2. 03_March2025_SerCharge

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:08:54 Date: 04/01/2025

04/01/2025 To: 04/09/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3156	04/09/2025	Claims	2	EFT	Comcast Holdings Corp	674.53	
					001 - 518 80 42 021 - Internet Services	674.53	
3157	04/09/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	1,084.73	
					001 - 521 20 42 020 - Telephone	884.66	
					001 - 522 20 42 020 - Telephone	120.03	
					101 - 576 80 42 020 - Telephone	40.01	
					001 - 595 10 42 025 - Cell Phones	40.03	
3158	04/09/2025	Claims	2	204160	A&R Solar	462.45	Master Fee Schedule does not require building permit fee for solar panels
					001 - 322 10 03 000 - Building Permits	-462.45	
3159	04/09/2025	Claims	2	204161	A-1 Mobile Lock & Key	27.17	
					001 - 558 60 48 000 - Repairs & Maintenance	27.17	
3160	04/09/2025	Claims	2	204162	Kathy Adkins	825.00	
					001 - 342 60 00 000 - Fire Transport Fees	-275.00	
					001 - 342 60 00 000 - Fire Transport Fees	-275.00	
					001 - 342 60 00 000 - Fire Transport Fees	-275.00	
3161	04/09/2025	Claims	2	204163	Alpine Products Inc	2,791.02	
					103 - 542 64 31 001 - Painting & Striping Supplies	2,791.02	
3162	04/09/2025	Claims	2	204164	Amazon Capital Svcs, Inc	1,363.10	
					001 - 513 10 31 000 - Supplies	11.00	
					001 - 514 23 31 000 - Supplies	24.21	
					001 - 514 23 31 000 - Supplies	84.70	
					001 - 514 23 31 000 - Supplies	6.51	
					001 - 514 23 31 000 - Supplies	21.71	
					001 - 518 80 35 000 - Small Tools/Minor Equip	819.20	
					001 - 521 20 41 023 - Canine	57.87	
					001 - 522 20 31 000 - Operating Supplies	105.99	
					001 - 522 50 48 030 - Repair/Maint-Station	194.93	
					101 - 576 80 48 016 - City Hall	25.78	
					001 - 595 10 31 000 - Supplies	11.20	
3163	04/09/2025	Claims	2	204165	R. Lowell Ausmus	662.60	
					001 - 524 20 43 000 - Travel/Meals	422.60	
					001 - 524 20 49 030 - Misc-Tuition/Registration	240.00	
3164	04/09/2025	Claims	2	204166	Bound Tree Medical LLC	607.98	
					001 - 522 21 31 000 - Operating Supplies - Medical	607.98	
3165	04/09/2025	Claims	2	204167	Jana R. Bouzek	1,125.00	
					001 - 521 20 41 001 - Professional Services	1,125.00	
3166	04/09/2025	Claims	2	204168	C.Hlth130, dba Cardinal Health 112 LLC	109.02	
					001 - 522 21 31 000 - Operating Supplies - Medical	109.02	
3167	04/09/2025	Claims	2	204169	Carl's Towing & Muffler	322.54	
					001 - 521 20 41 001 - Professional Services	322.54	
3168	04/09/2025	Claims	2	204170	Carletti Architects Ps	861.00	
					505 - 594 48 60 020 - Eng - PW Veh Storage Bldg	861.00	
3169	04/09/2025	Claims	2	204171	Cascade Mold Inspection LLC	365.00	
					001 - 522 50 48 030 - Repair/Maint-Station	365.00	
3170	04/09/2025	Claims	2	204172	Central Welding Supply	251.82	
					001 - 522 21 31 000 - Operating Supplies - Medical	251.82	
3171	04/09/2025	Claims	2	204173	Cities Insurance Assoc	1,000.00	

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:08:54 Date: 04/01/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 46 000 - Insurance			1,000.00	
3172	04/09/2025	Claims	2	204174	Cory Starkovich, dba	152.04	
			501 - 594 21 64 501 - Equip & Vehicles - Police			152.04	
3173	04/09/2025	Claims	2	204175	D&D Custom Service	10,399.11	
			401 - 535 50 48 050 - Maint Of General Equip			10,399.11	
3174	04/09/2025	Claims	2	204176	E & E Lumber, Inc.	2,065.31	
			401 - 535 80 35 000 - Small Tools & Minor Equip			3.63	
			401 - 535 80 35 000 - Small Tools & Minor Equip			67.21	
			102 - 536 20 31 010 - Operating Supplies			17.51	
			412 - 537 50 48 010 - Repairs/Maint-Building			283.90	
			412 - 537 50 48 010 - Repairs/Maint-Building			631.92	
			103 - 542 30 31 000 - Operating Supplies			15.11	
			103 - 542 30 31 000 - Operating Supplies			13.53	
			501 - 548 30 31 000 - Operating Supplies			45.85	
			501 - 548 30 31 000 - Operating Supplies			14.86	
			501 - 548 30 31 000 - Operating Supplies			559.77	
			101 - 576 80 31 006 - Operating Sup - City Hall			65.13	
			101 - 576 80 48 001 - Riverfront			81.29	
			101 - 576 80 48 001 - Riverfront			154.73	
			101 - 576 80 48 016 - City Hall			110.87	
3175	04/09/2025	Claims	2	204177	Enviro-Clean Equip, Inc.	3,094.99	
			425 - 531 50 48 000 - Repairs/Maintenance			3,094.99	
3176	04/09/2025	Claims	2	204178	Epic Land Solutions Inc	526.45	
			104 - 595 20 63 084 - RW - SR20 Cascade Trail - Phas			526.45	
3177	04/09/2025	Claims	2	204179	Eurofins Enviro Testing	270.00	
			401 - 535 80 41 000 - Professional Services			201.00	
			401 - 535 80 41 000 - Professional Services			69.00	
3178	04/09/2025	Claims	2	204180	Evergreen Safety Council	1,811.26	
			401 - 535 80 41 000 - Professional Services			603.75	
			103 - 542 30 49 030 - Misc-Tuition/Registration			402.50	
			101 - 576 80 49 000 - Misc-Tuition/Registration			603.75	
			001 - 595 10 49 010 - Tuition/Registration			201.26	
3179	04/09/2025	Claims	2	204181	Ewing Irrigation Prod Inc.	169.30	
			101 - 576 80 31 001 - Operating Sup - Riverfront			169.30	
3180	04/09/2025	Claims	2	204182	Facet NW, Inc	8,741.75	
			001 - 558 60 41 000 - Professional Services			8,741.75	
3181	04/09/2025	Claims	2	204183	Federal Certified Hearing	90.00	
			001 - 518 10 41 002 - Pre-Employment Screenings			45.00	
			412 - 537 80 31 000 - Operating Supplies			45.00	
3182	04/09/2025	Claims	2	204184	Good to Go!	15.00	
			001 - 521 40 43 000 - Travel			15.00	
3183	04/09/2025	Claims	2	204185	Insight Direct USA, Inc.	12,257.25	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			12,257.25	
3184	04/09/2025	Claims	2	204186	GRACE JACKSON	827.95	
			001 - 522 45 49 010 - Tuition/Registration			827.95	
3185	04/09/2025	Claims	2	204187	K-Log Inc	4,944.94	
			101 - 576 80 48 016 - City Hall			4,944.94	
3186	04/09/2025	Claims	2	204188	Johnathan Kohlman	640.00	
			001 - 512 50 41 050 - Security Services			640.00	
3187	04/09/2025	Claims	2	204189	The Language Exchange, Inc	440.00	
			001 - 512 50 41 040 - Language Interpreter			440.00	

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3188	04/09/2025	Claims	2	204190	Lauts Inc dba Lautenbach Industries	1,966.95	
					412 - 537 60 47 015 - Construction Demolition Land I	1,966.95	Bucko
3189	04/09/2025	Claims	2	204191	Les Schwab Tire Center	3,782.55	
					412 - 537 50 48 000 - Repairs/maint-equip	2,748.53	Unit 523 tires
					412 - 537 50 48 000 - Repairs/maint-equip	1,034.02	Stock tires
3190	04/09/2025	Claims	2	204192	Walter E Nelson Co. of N. WA	1,731.08	
					101 - 576 80 31 001 - Operating Sup - Riverfront	1,731.08	
3191	04/09/2025	Claims	2	204193	Northwest Propane LLC	69.92	
					412 - 537 60 47 011 - Site Recycling Disposal	69.92	Site recycle propane tanks
3192	04/09/2025	Claims	2	204194	Oliver-Hammer, Inc	474.48	
					102 - 536 20 35 010 - Safety Equipment	222.61	
					412 - 537 80 31 000 - Operating Supplies	251.87	
3193	04/09/2025	Claims	2	204195	Pape' Group, dba Pape' Machinery Inc.	1,878.94	
					401 - 535 50 48 040 - Maintenance Of Vehicles	1,878.94	
3194	04/09/2025	Claims	2	204196	Nicole Pfluger	213.62	
					001 - 524 20 43 000 - Travel/Meals	213.62	
3195	04/09/2025	Claims	2	204197	LEPS-PSS PLLC dba Public Safety Psych	960.00	
					001 - 521 20 41 001 - Professional Services	960.00	
3196	04/09/2025	Claims	2	204198	Puget Sound Energy, Inc.	39,606.51	
					001 - 521 20 47 000 - Public Utilities	188.51	
					001 - 521 20 47 000 - Public Utilities	38.12	
					001 - 522 50 47 000 - Public Utilities	812.82	
					425 - 531 50 47 000 - Public Utilities	31.18	
					425 - 531 50 47 000 - Public Utilities	191.31	
					401 - 535 80 47 000 - Public Utilities	120.90	
					401 - 535 80 47 000 - Public Utilities	185.95	
					401 - 535 80 47 000 - Public Utilities	16,233.87	
					401 - 535 80 47 000 - Public Utilities	302.91	
					401 - 535 80 47 000 - Public Utilities	419.24	
					401 - 535 80 47 000 - Public Utilities	132.69	
					401 - 535 80 47 000 - Public Utilities	85.86	
					401 - 535 80 47 000 - Public Utilities	329.54	
					401 - 535 80 47 000 - Public Utilities	211.91	
					401 - 535 80 47 000 - Public Utilities	309.60	
					401 - 535 80 47 000 - Public Utilities	890.68	
					102 - 536 20 47 000 - Public Utilities	150.71	
					412 - 537 80 47 000 - Public Utilities	188.87	
					103 - 542 63 47 000 - Public Utilities	11,990.19	
					103 - 542 63 47 000 - Public Utilities	88.73	
					103 - 542 63 47 000 - Public Utilities	101.55	
					103 - 542 63 47 000 - Public Utilities	126.70	
					104 - 559 30 01 105 - Utility Payments on Redevelop	86.82	
					101 - 576 80 47 000 - Riverfront	669.68	
					101 - 576 80 47 000 - Riverfront	328.59	
					101 - 576 80 47 000 - Riverfront	10.87	
					101 - 576 80 47 000 - Riverfront	13.13	
					101 - 576 80 47 010 - Community Center	607.89	
					101 - 576 80 47 020 - Senior Center	481.87	
					101 - 576 80 47 030 - Museum Apartments	94.24	
					101 - 576 80 47 030 - Museum Apartments	13.04	
					101 - 576 80 47 030 - Museum Apartments	37.59	
					101 - 576 80 47 040 - Train	16.87	
					101 - 576 80 47 050 - Hammer Square	188.02	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 051 - Bingham / Memorial			104.80	
			101 - 576 80 47 051 - Bingham / Memorial			70.57	
			101 - 576 80 47 052 - Bingham Caretaker			255.02	
			101 - 576 80 47 053 - Other Utilities			25.79	
			101 - 576 80 47 053 - Other Utilities			10.87	
			101 - 576 80 47 070 - City Hall			3,459.01	
3197	04/09/2025	Claims	2	204199	Quiring Monuments Inc	350.00	
			102 - 536 20 34 000 - Liners			350.00	
3198	04/09/2025	Claims	2	204200	RH2 Engineering Inc	8,645.11	
			401 - 594 35 63 000 - Engineering Services			8,645.11	
3199	04/09/2025	Claims	2	204201	Ricoh USA, Inc	1,147.80	
			001 - 514 23 31 000 - Supplies			98.79	
			001 - 521 20 48 000 - Repairs & Maintenance			379.17	
			001 - 522 20 45 000 - Equipment Lease			379.17	
			001 - 524 20 31 000 - Off/Oper Supps & Books			58.46	
			401 - 535 80 31 000 - Office Supplies			101.29	
			001 - 558 60 31 000 - Supplies/Books			58.46	
			101 - 591 80 70 101 - Subscription It (SBITA) - Parks &			14.00	
			001 - 595 10 31 000 - Supplies			58.46	
3200	04/09/2025	Claims	2	204202	Heather Romano	929.25	
			001 - 521 20 41 001 - Professional Services			929.25	
3201	04/09/2025	Claims	2	204203	SBA Structures, LLC	639.75	
			001 - 591 28 70 001 - Lease + Subscription IT (SBITA)			319.88	
			401 - 591 28 70 401 - Leases + Subscription IT (SBITA)			319.87	
3202	04/09/2025	Claims	2	204204	Solid Waste Syst Inc dba SWS Equipment	131.06	
			412 - 537 50 48 000 - Repairs/maint-equip			131.06	Currotto Can
3203	04/09/2025	Claims	2	204205	Sedro-Woolley Auto Parts Inc	223.38	
			412 - 537 50 48 000 - Repairs/maint-equip			13.66	Unit 521
			412 - 537 50 48 000 - Repairs/maint-equip			3.26	Unit 519
			103 - 542 30 48 010 - Repair/Maintenance-Equip			32.22	
			101 - 576 80 48 021 - Equipment			13.96	
			101 - 576 80 48 021 - Equipment			160.28	Unit 104
3204	04/09/2025	Claims	2	204206	Sedro-Woolley Chamber of Commerce	7,500.00	
			108 - 557 30 41 011 - Chamber Of Commerce			7,500.00	
3205	04/09/2025	Claims	2	204207	Sedro-Woolley Rotary Foundation	500.00	
			101 - 576 80 48 001 - Riverfront			500.00	
3206	04/09/2025	Claims	2	204208	Skagit Aggregates LLC	431.59	
			103 - 542 61 48 001 - Sidewalk Replacement Partners			431.59	
3207	04/09/2025	Claims	2	204209	Skagit Cnty Treasurer	58,731.98	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			58,731.98	
3208	04/09/2025	Claims	2	204210	Skagit Farmers Supply	171.87	
			101 - 576 80 31 008 - Operating Sup - Memorial			67.28	
			101 - 576 80 48 001 - Riverfront			39.07	
			101 - 576 80 48 003 - Bingham Caretaker			65.52	
3209	04/09/2025	Claims	2	204211	PNG Media LLC, dba Skagit Publishing	1,671.58	
			401 - 535 80 41 030 - Legal Publications			166.78	
			412 - 537 80 41 000 - Professional Services			375.00	
			001 - 558 60 41 010 - Advertising			139.88	

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:08:54 Date: 04/01/2025

04/01/2025 To: 04/09/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase 2			505.72	
			104 - 595 10 63 089 - Eng - John Liner Rd Arterial			484.20	
3210	04/09/2025	Claims	2	204212	Stericycle		10.36
			001 - 521 20 41 001 - Professional Services			10.36	
3211	04/09/2025	Claims	2	204213	Sterling Vet Clinic		707.10
			001 - 521 20 41 023 - Canine			707.10	
3212	04/09/2025	Claims	2	204214	Stiles & Lehr Law Inc., PS		1,532.70
			001 - 514 23 41 009 - Bank Fees - Public Records Rec			1,532.70	
3213	04/09/2025	Claims	2	204215	Tamman Enterprises		3,963.90
			101 - 576 80 48 001 - Riverfront			3,963.90	
3214	04/09/2025	Claims	2	204216	Traffic Safety Supply Co, Inc		8,045.04
			103 - 542 64 31 002 - Traffic Control Devices			8,045.04	
3215	04/09/2025	Claims	2	204217	Transportation Solutions, Inc.		2,200.00
			001 - 595 10 41 000 - Professional Services			2,200.00	
3216	04/09/2025	Claims	2	204218	Tri-Tec Communications Inc		8,943.10
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			8,943.10	
3217	04/09/2025	Claims	2	204219	Uline, Inc.		4,890.19
			103 - 542 64 31 003 - Temporary Devises TCCD			3,618.11	
			101 - 576 80 48 001 - Riverfront			1,272.08	
3218	04/09/2025	Claims	2	204220	Valvoline Instnt Oil Chg		349.82
			001 - 521 20 48 010 - Repair & Maint - Auto			49.84	
			001 - 521 20 48 010 - Repair & Maint - Auto			110.42	
			001 - 521 20 48 010 - Repair & Maint - Auto			56.67	
			001 - 522 20 48 000 - Repairs/Maint-Equip			132.89	
3219	04/09/2025	Claims	2	204221	Vestis Group, Inc		29.78
			401 - 535 80 49 000 - Laundry			8.20	
			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	
3220	04/09/2025	Claims	2	204222	WA Assoc Of Sheriffs &		75.00
			001 - 521 20 49 010 - Dues/Subscriptions			75.00	
3221	04/09/2025	Claims	2	204223	WA St Dept of Labor & Indust		1,017.00
			001 - 522 50 48 030 - Repair/Maint-Station			137.60	
			401 - 535 50 48 060 - Maintenance Of Buildings			229.38	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			76.46	
			101 - 576 80 48 000 - Repairs/Maintenance			38.23	
			101 - 576 80 48 000 - Repairs/Maintenance			152.92	
			101 - 576 80 48 001 - Riverfront			76.46	
			101 - 576 80 48 005 - Senior Center			38.23	
			101 - 576 80 48 016 - City Hall			152.92	
			101 - 576 80 48 017 - Museum			76.46	
			101 - 576 80 48 022 - Evidence Garage			38.34	
3222	04/09/2025	Claims	2	204224	WA St Dept of Transport		971.87
			104 - 595 10 63 086 - Eng - Sch B Jameson Rd Overla			971.87	
3223	04/09/2025	Claims	2	204225	Frank Wagner		300.00
			001 - 522 21 28 000 - Employee Wellness			300.00	
3224	04/09/2025	Claims	2	204226	Wesmar Company, Inc		4,429.79
			401 - 535 80 35 020 - Solids Handling			4,429.79	
3225	04/09/2025	Claims	2	204227	Whatcom Electric Co. Inc.		335.59
			001 - 522 20 48 000 - Repairs/Maint-Equip			249.67	
			412 - 537 50 48 000 - Repairs/maint-equip			161.22	Stock battery

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:08:54 Date: 04/01/2025

04/01/2025 To: 04/09/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 60 47 011 - Site Recycling Disposal			-62.30	Site recycle batteries
			412 - 537 60 47 011 - Site Recycling Disposal			-1.00	
			412 - 537 60 47 011 - Site Recycling Disposal			-12.00	
3226	04/09/2025	Claims	2	204228	Witmer Public Safety Group Inc.	179.02	
			501 - 594 22 64 501 - Vehicles - Fire			179.02	
3227	04/09/2025	Claims	2	204229	Woods Acquisition Corp	258.05	
			103 - 542 30 31 000 - Operating Supplies			8.68	
			103 - 542 30 32 000 - Auto Fuel/Diesel			73.96	
			103 - 542 30 35 000 - Small Tools/Minor Equip			155.97	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			9.04	
			101 - 576 80 48 021 - Equipment			10.40	
3228	04/09/2025	Claims	2	204230	World Kinect Energy Services, dba	4,676.90	
			425 - 531 50 32 000 - Vehicle Fuel			93.79	
			425 - 531 50 32 000 - Vehicle Fuel			74.81	
			425 - 531 50 32 000 - Vehicle Fuel			135.72	
			401 - 535 80 32 000 - Auto Fuel/Diesel			48.94	
			102 - 536 20 32 000 - Auto Fuel/Diesel			80.34	
			412 - 537 80 32 000 - Auto Fuel/Diesel			134.57	
			412 - 537 80 32 000 - Auto Fuel/Diesel			1,019.18	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,530.74	
			103 - 542 30 32 000 - Auto Fuel/Diesel			183.10	
			103 - 542 30 32 000 - Auto Fuel/Diesel			45.58	
			103 - 542 30 32 000 - Auto Fuel/Diesel			259.58	
			101 - 576 80 32 000 - Auto Fuel/Diesel			70.55	
3229	04/09/2025	Claims	2	204231	Zachor, Stock & Krepps, Inc PS	9,575.00	
			001 - 515 41 41 001 - Ext Legal-Prosecutor			9,575.00	
3230	04/09/2025	Claims	2	204232	Zoll Medical Corporation	107.48	
			001 - 522 21 35 000 - Small Tools & Minor Equipmen			107.48	
			001 Current Expense Fund			59,805.78	
			101 Parks & Facilities Fund			21,065.33	
			102 Cemetery Fund			897.63	
			103 Street Fund			28,397.05	
			104 Arterial Street Fund			2,575.06	
			108 Lodging Tax Fund			7,500.00	
			114 Law Enforcement Sales Tax			58,731.98	
			401 Sewer Operations Fund			47,403.35	
			412 Solid Waste Operations Fund			11,522.90	
			425 Stormwater Operations			3,621.80	
			501 Equipment Replacement Fund			951.54	
			505 Public Works Facility Fund			861.00	
							Claims: 243,333.42
			* Transaction Has Mixed Revenue And Expense Accounts			243,333.42	

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:08:54 Date: 04/01/2025

04/01/2025 To: 04/09/2025

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

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

_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 15:45:18 Date: 04/02/2025

03/01/2025 To: 03/31/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
2302	03/03/2025	03/31/2025	1		Ser Chge	US Bank -- Merchant Fees	372.87	MARCH 2025 US BANK MERCHANT FEES
		535 80 41 020 Collection Services		401	Sewer Operations Fund		186.43	
		514 23 41 010 Bank Fees		001	Current Expense Fund		93.22	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		93.22	
2347	03/04/2025	03/31/2025	1		Ser Chge	Authorize.Net	8.66	BANK FEE FOR AUTHORIZE.NET PROCESSOR FOR GOVQA PAYMENTS
		514 23 41 010 Bank Fees		001	Current Expense Fund		8.66	
2348	03/04/2025	03/31/2025	1		Ser Chge	Payment Tech -- Service Charge	30.00	MARCH 2025 PAYMENTECH SERVICE CHARGE - RIVERFRONT
		576 80 41 000 Professional Services		101	Parks & Facilities Fund		30.00	
2349	03/04/2025	03/31/2025	1		Ser Chge	Payment Tech -- Service Charge	30.84	MARCH 2025 PAYMENTECH SERVICE CHARGE - BINGHAM
		576 80 41 000 Professional Services		101	Parks & Facilities Fund		30.84	
2351	03/04/2025	03/31/2025	1		Ser Chge	Payment Tech -- Service Charge	164.54	MARCH 2025 PAYMENTECH SERVICE CHARGE GENERAL ACCOUNT NON-UTILITY
		514 23 41 010 Bank Fees		001	Current Expense Fund		164.54	
2352	03/04/2025	03/31/2025	1		Ser Chge	Payment Tech -- Service Charge	3,295.57	MARCH 2025 PAYMENTECH SERVICE CHARGE GENERAL ACCOUNT
		535 80 41 020 Collection Services		401	Sewer Operations Fund		1,647.79	
		514 23 41 010 Bank Fees		001	Current Expense Fund		823.89	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		823.89	
2354	03/03/2025	03/31/2025	1		Ser Chge	Banner Bank	8.21	BANNER PRIOR MO EXCESS CURR/COIN FEE
		514 23 41 010 Bank Fees		001	Current Expense Fund		8.21	
2393	03/06/2025	03/31/2025	1	EFT	Ser Chge	Xpress Bill Pay - Service Fees	2,329.52	MARCH 2025 XPRESS BILL PAY SERVICE CHARGE
		535 80 41 020 Collection Services		401	Sewer Operations Fund		1,164.76	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		582.38	
		514 23 41 010 Bank Fees		001	Current Expense Fund		582.38	
2482	03/11/2025	03/31/2025	1		Ser Chge	Payment Tech -- Service Charge	21.12	CHASE PAYMENTECH FINANCIAL ADJUSTMENT
		514 23 41 010 Bank Fees		001	Current Expense Fund		21.12	
2565	03/14/2025	03/31/2025	1		Ser Chge	US Bank -- Analysis Fees	1,105.60	MARCH 2025 US BANK ANALYSIS FEES
		535 80 41 020 Collection Services		401	Sewer Operations Fund		552.80	

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 15:45:18 Date: 04/02/2025

03/01/2025 To: 03/31/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
		514 23 41 010 Bank Fees		001	Current Expense Fund		276.40	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		276.40	
3113	03/26/2025	03/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	496.05	January 24 through March 24, 2025 CardPointe fees from GovQA and CivicRec.
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		491.08	
		514 23 41 009 Bank Fees - Public Rec		001	Current Expense Fund		4.97	
3115	03/28/2025	03/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CivicRec facility reservation bank fee
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		3.75	
3119	03/31/2025	03/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	9.00	CivicRec reservation \$125 3.29.2025 and \$175.00 3.30.2025.
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		9.00	
Records Printed: 13								
Adjustments:							0.00	
Beginning Balance:							0.00	
Revenues:							0.00	
Warrant Expenditures:							0.00	
Non Warrant Expenditures:							7,875.73	
Interfund Transfers:							0.00	
Redemptions:							0.00	
Deposits:							0.00	
Withdrawals:							0.00	
Stop Payments:							0.00	

Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense Fund	0.00	0.00	0.00	0.00	2,487.22	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00	0.00	0.00	0.00	60.84	0.00	0.00	0.00
401 Sewer Operations Fund	0.00	0.00	0.00	0.00	3,551.78	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.00	1,775.89	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	7,875.73	0.00	0.00	0.00



City Council Agenda Item

Agenda Item No.: e.3.

Date: April 9, 2025

From: Dan McIlraith, Police Chief

Subject: Out-of-State Travel Training Request

RECOMMENDED ACTION:

Motion to approve out of state travel for Defensive Tactics instructors to attend necessary training.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

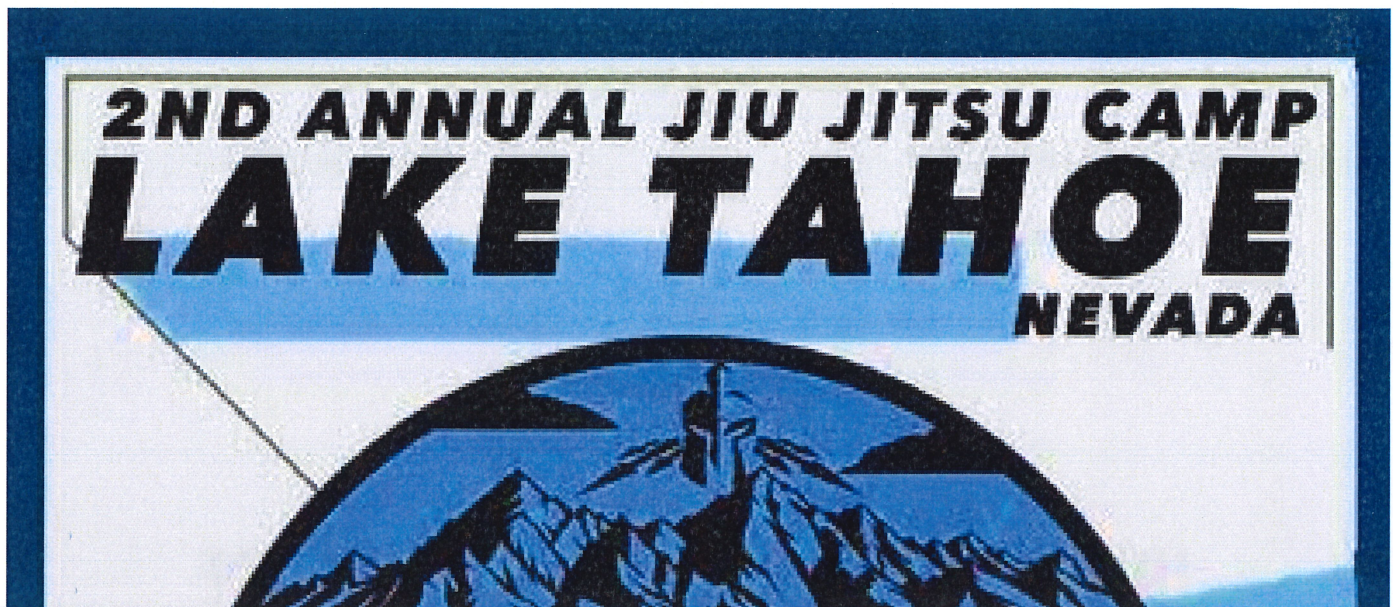
SWPD has been sending our defensive tactics instructors to this course in the past. This would assist with fulfilling our DT instructors' training hours to maintain instructor certification. Invictis is cops training cops, and these are Jiu-Jitsu tactics. This is a great tool for learning control techniques, take-downs, weapons retention, and arrest tactics. This training is in Lake Tahoe, Nevada, and the courses are rarely located in Washington State.

FISCAL IMPACT, IF APPROPRIATE:

Registration for the course is \$399, a round-trip flight is \$400, a hotel for July 20-24, 4 nights is \$550, a rental car is \$250, fuel \$100 and per diem for food is \$424. Estimated total cost of training/travel to the budget \$2,123.

ATTACHMENTS:

1. Invictus Jui Jitsu Camp



This website eats Cookies

We currently have enslaved the Cookie Monster to eat your cookies when you visit. We think he uses these to analyze info somehow. By Accepting, you help feed the monster and his Cookie obsession.

ACCEPT: FEED COOKIES!

A promotional graphic for the Invictus Law Enforcement Jiu Jitsu camp at Harveys Lake Tahoe. The word "INVICTUS" is at the top in a large, bold, blue font. Below it, "— LAW ENFORCEMENT JIU JITSU —" is written in a smaller, bold, blue font. Below that, "HARVEYS" is written in a bold, blue font, and "LAKE TAHOE" is written in a smaller, blue font. Below that, "TO REGISTER VISIT:" is written in a bold, blue font, and "WWW.INVICTUSLEO.COM" is written in a very large, bold, blue font. Below that, the text "3 FULL DAYS", "BLACK BELT LEO INSTRUCTORS", and "Includes: SOCIAL EVENT DINNER & Camp T-Shirt" is written in a bold, blue font. Below that, "JULY 21/22/23" and "2025" is written in a very large, bold, blue font. Below that, "PRICE: \$399*" is written in a bold, blue font, and "before Feb 28 2025" and "\$499 after" is written in a bold, blue font. A small speech bubble icon is in the bottom right corner.

*****READ THIS PAGE IN ITS ENTIRETY.*****

IMPORTANT INFORMATION

By purchasing ticket(s) to the 2025 Invictus LAKE TAHOE Camp Event, you have agreed that you have *read this page* in its entirety and acknowledge and agree to the terms that follow. Please read each section carefully as it will answer all questions. The buyer is responsible for cost for their travel and hotel stay.

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ACCEPT: FEED COOKIES!

5. NON-REFUNDABLE REGISTRATION: I/We understand that the registration is not refundable but transferable. You are responsible to sell/trade/give your ticket should you be unable to come to the camp.

Let's get to it!

*******TO PURCHASE TICKETS, SCROLL TO BOTTOM!*******

*******TO PURCHASE TICKETS, SCROLL TO BOTTOM!*******

WHY SHOULD I COME?

INVICTUS has held numerous of events since its launch in 2019, each one bigger and better than its last. Invictus Leo has become the premiere organization that pushes Law Enforcement training by cops for cops.



Refunds: We cannot issue refunds on tickets. However, you can transfer the ticket if you wish but you must email us with the name of the NEW holder.

WHAT AND WHERE IS IT?

Location: HARVEY's Resort and Hotel
Lake Tahoe, Nevada

Invictus is excited to announce it will be back in Lake Tahoe Nevada for the 2nd

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ACCEPT: FEED COOKIES!

- Raffles, giveaways and merch for sale
- **Camp Dinner (included with ticket purchase) on Wednesday 6:00 pm on July 23 2025 (INCLUDED)**
- **Invictus 2025 Camp T Shirt (INCLUDED)**
- Partial Proceeds to Charity: **C.O.P.S .(Concerns of Police Survivors) Northern Nevada Chapter.**
- Schedule will be released soon

WHO CAN COME TO THIS?

Our events are open to Law Enforcement Officers, first responders, and anyone (civilians) who support our mission of getting Law Enforcement to train Jiu Jitsu. The minimum age to participate is 18 years of age. Please note that the subject matter could be mature in its presentation.



WHAT TO BRING? WHAT TO WEAR?

THIS YEAR, YOU WILL NEED:

- belt and blue gun (no live force options)
- training knife if you have one
- NOGI attire (a few sets)
- Wrestling shoes (Optional)
- 2 Sets of Gis

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ACCEPT: FEED COOKIES!

- Henry Favor
- Dylan Royce
- Kyle McCutchen
- Brad Barnes
- Jason Rebsch
- Expect some usual Invictus faces and some surprises!
- The Schedule for the event will be released around April 1 2025 but is subject to change.

EMAIL US IF YOU HAVE QUESTIONS

EMAIL US





City Council Agenda Item

Agenda Item No.: e.4.

Date: April 9, 2025

From: Julia Johnson, Mayor

Subject: Appointment to Sedro-Woolley Housing Authority Commission - Mario Padilla

RECOMMENDED ACTION:

Motion to appoint Mario Padilla to the Sedro-Woolley Housing Authority Commission with a term ending December 31, 2030.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

SWHA is governed by a five-member volunteer Board of Commissioners. Each commissioner is appointed by the mayor of the City of Sedro-Woolley and approved by the city council. The King County Housing Authority, under contract, oversees SWHA's daily operations. This includes property management, maintenance, and accounting services. The commissioners are not compensated for their service.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. SWHACommissionerMarioPadilla

Mario Padilla
Community Leader & Entrepreneur

Summary/Profile:

I am a dedicated community member and driven entrepreneur with a passion for fostering growth and development within Sedro-Woolley. With extensive experience in both coaching youth sports and operating a successful painting business, I have tried to demonstrate a strong commitment to service and a proven ability to lead and manage projects. My involvement in the Sedro-Woolley Chamber of Commerce reflects my desire to contribute to the city's economic vitality and collaborative spirit.

Community Involvement:

- Skagit Premiers Girls 2009 Team Coach: (2022 – Present)
- Mentor and develop young athletes, fostering teamwork and sportsmanship.
- Sedro-Woolley Little League T-Ball Coach: (2023 – 2024)
- Introduced fundamental baseball skills and instilled a love for the game in young children.

Entrepreneurial Experience:

- Owner/Operator, [EA Painting] (2020 – Present)
- I Provide Professional commercial and residential painting services.
- Manage all aspects of the business, including client relations, project planning, and execution.
- Eight years of painting experience.

Community Affiliations:

- Member, Sedro-Woolley Chamber of Commerce:
- I Actively participate in local business initiatives and community development efforts.

Vision:

I am committed to the continued growth and prosperity of Sedro-Woolley. My vision centers on leveraging my diverse experience and community connections to contribute meaningfully to the city's future. I aim to support local initiatives and collaborate with fellow residents and businesses to enhance the quality of life in Sedro-Woolley.

Contact:

- eapainting2020@gmail.com
- 3605038831



City Council Agenda Item

Agenda Item No.: e.5.

Date: April 9, 2025

From: Bill Bullock, Public Works Director

Subject: Funding Acceptance: PWTF Planning and Pre-Construction Funding Program
WWTP Facility Plan /Engineering Report Grant/Loan Award

RECOMMENDED ACTION:

Motion to authorize the Mayor to execute the funding contract with PWTF (Public Works Trust Fund) for the Planning and Pre-Construction Funding Program accepting an award of \$750,000 for the WWTP Facility Plan (Engineering Report) and initial design.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

PWTF has awarded the City \$750,000 to fund the Facility Plan and Initial Design of the WWTP Upgrade project. The facility Plan is the first step in the design process and is a detailed investigation into the feasibility of various improvement options and technologies that result in a preferred recommendation to develop the full design scope of work. The second step is the in-depth design of the upgrade improvements.

FISCAL IMPACT, IF APPROPRIATE:

The funding package from PWTF is a grant/loan combination; \$112,500 grant/ \$637,500 loan. The loan portion of the funding is a 5-year term, beginning one year after the scope of work is completed at a 0.68% interest rate. Payments are not due until that time. No match is required.

ATTACHMENTS:

1. PWTF Pre Constr Funding Agree

AGREEMENT FACE SHEET

Agreement Number: PR25-96103-021

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Sedro-Woolley 325 Metcalf St Sedro-Woolley, WA 98284		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Bill Bullock, bullock@sedro-woolley.gov		4. Public Works Board Representative Max Wedding, max.wedding@commerce.wa.gov	
5. Agreement Amount \$750,000.00	6. Funding Source: Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date: June 1, 2030
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # 0018462-00	12. UBI # 298-001-552	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for Pre-Construction activities that include, but are not limited to, design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.			
The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; the BOARD Traditional Program Policy Handbook; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR <u>PER PWB: THIS VERSION NOT FOR SIGNATURE</u> Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Sedro-Woolley
Agreement Number: PR25-96103-021

PROJECT INFORMATION

Project Title: Preliminary Design and Engineering Report for Wastewater Treatment Plant Improvements
Project City: Sedro-Woolley
Project State: **Washington**
Project Zip Code: 98284

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$637,500.00
Loan Term, if applicable: 5 years
Interest Rate: 0.68%
Payment Month: June 1

GRANT FUNDING:

Grant Amount: \$112,500.00
% of Funding as Grant: 15%

PROJECT TOTALS:

Total Funding: \$750,000.00
Total Estimate Cost: \$800,000.00
Earliest Date for Cost Reimbursement: January 31, 2025
Time of Performance: 24 months from the Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

n/a

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Sanitary Sewer (Wastewater) system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will complete an Engineering Report that will analyze and recommend improvements to the Sedro-Woolley Wastewater Treatment Plant (WWTP) and the initial design engineering for the facility's improvements.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.

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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 DEFINITIONS

As used throughout this Pre-Construction Funding Agreement the following terms shall have the meaning set forth below:

A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement.

B. "Agreement" shall mean this Pre-Construction Funding Agreement.

C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the scope of work described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.

E. The BOARD Traditional Program Policy Handbook shall mean the handbook found on the PWB website or available upon request in PDF.

1.2 AUTHORITY

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor pre-construction funding for an approved public works project.

1.3 PURPOSE

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the BOARD. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 ORDER of PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions, including attachments.
- C. General Terms and Conditions.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the BOARD.

1.6 DEFAULT IN REPAYMENT

If the funding under this Agreement constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.7 SUB-CONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.8 ELIGIBLE PROJECT COSTS

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK**, and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 HISTORIC AND CULTURAL RESOURCES

Prior to approval and disbursement of any funds awarded under this Agreement, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources

affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records. RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work described in this Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 PROJECT COMPLETION AMENDMENT and CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.11 RATE AND TERM OF LOAN

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM**, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

The BOARD may extend the **LOAN TERM** of this Agreement to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The Contractor must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.13 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

When requesting reimbursement for expenditures made, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the PWB certifies compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.9 of this Agreement.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

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

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 REPAYMENT

If the Agreement includes a loan, then repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 REPORTS

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.10); and
- D. Other reports as the BOARD may require.

1.16 TERMINATION FOR CAUSE

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 TERMINATION FOR CONVENIENCE

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 TIME OF PERFORMANCE

No later than twenty-four (24) months after the date of Agreement execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term stated in Section 8 of the Agreement Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 AGREEMENT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.20 SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.21 LOAN SECURITY

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim,"

as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.

- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12 as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARD's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD'S name is mentioned, or language used from which the connection with the state of Washington's or the BOARD'S's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this Agreement.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

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

2.38 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this Agreement, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to, and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the BOARD.

ATTACHMENT I: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD PRE-CONSTRUCTION PROGRAM

CONTRACTOR: City of Sedro-Woolley

Agreement Number: PR25-96103-021

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Sedro-Woolley (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule, debt limitations applicable to the CONTRACTOR.

PER PWB: THIS COPY NOT FOR SIGNATURE

Signature of Attorney

Date

Name



City Council Agenda Item

Agenda Item No.: e.6.

Date: April 9, 2025

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement WWTP Engineering Report/Facility Plan

RECOMMENDED ACTION:

Motion to approve authorization for Public Works to execute a contract amendment with RH2 Engineering, Inc for professional services required to develop the Facility Plan/Engineering Report for the WWTP Upgrade for the amount not to exceed \$681,700.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

This project will complete an Engineering Report in accordance with WAC 173-240-060 to analyze and recommend improvements to the Sedro-Woolley Wastewater Treatment Plant (WWTP). The existing WWTP has been well maintained for its age and the City has maximized the useful life of the facility and its components. Significant portions of the WWTP are nearing the end of their intended life and should be thoroughly evaluated for either rehabilitation and continued use or complete replacement. The Facility Plan will thoroughly evaluate several options and identify the improvements that are necessary to replace or rehabilitate this aging, critical infrastructure as well as to increase WWTP capacity and improve the facility's reliability and redundancy. Addressing these needs also provides the opportunity to proactively improve effluent water quality and enable the City to more readily adapt to future wastewater discharge regulations.

RH2 Engineers has developed a scope of work in concert with City staff (attached). The Facility Plan will take approximately 12 months to complete for an amount not to exceed \$681,700.

FISCAL IMPACT, IF APPROPRIATE:

This contract amendment cost is for an amount not to exceed \$681,700. This effort is funded through a grant with the Public Works Trust Fund, combination grant/loan, in the amount of \$750,000.

ATTACHMENTS:

1. 2024-PS-09 Amend1 - RH2 Facility Plan
2. Contract_Amnd 1_Exhibits A-C_WWTP Facility Plan_Reviewed by RH2(DJM)_20250401



AMENDMENT NO. 1

To the PROFESSIONAL SERVICES AGREEMENT No. 2024-PS-09
Dated July 24, 2024
Between The City of Sedro-Woolley, Washington
And RH2 Engineering Inc.

This Amendment revises the above contract as follows:

ARTICLE I. SCOPE OF SERVICES

The Scope of Services is hereto amended as follows in Exhibit “A-1” (attached) and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE II. OBLIGATIONS OF THE CITY

II.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services Exhibit A-1. In no event shall the compensation paid to the Consultant under this Agreement exceed **\$681,700.00** (Six Hundred Sixty-One Thousand Seven Hundred dollars and no/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule Exhibit B-1. In the event the City elects to expand the scope of services from that set forth in Exhibit A-1, the City shall pay Consultant a mutually agreed amount.

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

DATED this 9th day of April, 2025.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
William Bullock, PE – Public Works Director

CONTRACTOR:

RH 2 Engineering Inc.

By: _____

EXHIBIT A-1
Scope of Work
Amendment No. 1
City of Sedro-Woolley
WWTP Facility Plan
April 2025

Background

The City of Sedro-Woolley (City) has requested RH2 Engineering, Inc., (RH2) to complete a Facility Plan for the wastewater treatment plant (WWTP) it owns and operates. The major infrastructure components within the WWTP are aging, with some nearing the end of their intended life. The Facility Plan will review the condition, capacity, and major regulatory considerations for the WWTP to identify and prioritize improvements.

Washington Administrative Code (WAC) 173-240-060 establishes the requirements for Engineering Reports for domestic wastewater treatment facilities. These documents further reference the US Environmental Protection Agency's (EPA) *Guidance for Preparing a Facility Plan*, EPA-430/9-76-015 and 40 C.F.R. § 35.2030, which identify additional requirements for facility plans. Additionally, the Washington State Department of Ecology (Ecology) *Criteria for Sewage Works Design* (Orange Book) summarizes the requirements for both Engineering Reports and Facility Plans. The additional requirements for a Facility Plan allow for the projects identified in the plan to be available for federal funding through the EPA. The document produced by this planning effort will meet the requirements of a Facility Plan and will be referred to as such herein.

The City completed a *General Sewer Plan* in 2019, referred to herein as the 2019 GSP. Additionally, the City currently is completing a Comprehensive Plan in accordance with the Growth Management Act (GMA). These documents will be reviewed during the work and applicable information from these plans will be incorporated into or referenced by the Facility Plan.

The Facility Plan assumes a 20-year planning period for defining improvements and associated costs. Major infrastructure improvements, such as concrete tankage, will have a design life well beyond the planning period, and as such, capacity needs beyond the planning period will be considered in the Facility Plan.

To prudently complete long-range planning for this facility, initial site investigation tasks are included in this Scope of Work. The existing site presents complex geotechnical considerations for planning major infrastructure improvements and a thorough geotechnical assessment is recommended as an early task to support the facility planning work. Similarly, critical areas reconnaissance and a site survey will be completed early to aid the planning work.

In general, the Facility Plan will include the following tasks:

- 1) Review and coordinate previous planning documents with new information from WWTP analyses and information from City staff.

- 2) Review and plan for methods to meet current and future regulatory requirements and policies.
- 3) Summarize current and future flow and loading based on historical values and population projections from the Comprehensive Plan update, which currently is being prepared separately.
- 4) Calculate and establish basic design criteria for current and future WWTP processes.
- 5) Provide analyses for alternatives of proposed improvements and recommend the preferred alternative for each.
- 6) Estimate the cost of the proposed improvements to the WWTP during the planning period and develop an implementation strategy for the improvements.
- 7) Provide a comprehensive financial analysis.
- 8) Provide sufficient detail to allow the City to proceed with the preliminary design of the improvements as described in the Plan without substantial changes.
- 9) Coordinate with other local agency planning efforts or documents regarding the Facility Plan.
- 10) Submit to Ecology for review and approval of the Facility Plan.

An initial outline of the Facility Plan shown below was used in developing this Scope of Work. During the planning process, reorganization of the Facility Plan can occur as mutually agreed to by the City and RH2.

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Background and Planning Information
- Chapter 3 – Regulatory Requirements
- Chapter 4 – Wastewater Flow and Loading
- Chapter 5 – Evaluation of Existing WWTP
- Chapter 6 – Analysis of Alternatives
- Chapter 7 – Summary of Recommended Improvements
- Chapter 8 – Project Implementation and Financing
- Appendices

General Assumptions

The following general assumptions are guiding this Scope of Work:

- *The City-owned parcels provide sufficient space for improvements to the WWTP and no additional property will be required for the WWTP expansion during the planning period.*

- *The WWTP parcels are within City limits. Improvements will not require permitting with Skagit County (County).*
- *Inspection of the effluent piping and outfall system is not included in this Scope of Work. Based on the age of this infrastructure, the Facility Plan may recommend future capital projects related to the inspection and analysis of this system as well as potential improvements.*
- *RH2 will rely upon the accuracy and completeness of data, information, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 reviews the information provided by others for the purposes of identifying information that may be applicable to this Work.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *No date is warranted or implied for Agency responses or approvals.*

PROJECT ADMINISTRATION (TASKS 1 AND 2)

Task 1 – Project Management

Objective: Monitor the scope of work, schedule, and budget. Provide monthly invoices and project updates. Manage the RH2 project team and subconsultants.

Approach:

- 1.1 Prepare, monitor, and update the project schedule monthly.
- 1.2 Review work performed for consistency with this Scope of Work, monitor budget, prepare monthly invoices, and provide City staff with periodic project status and budget updates via email.
- 1.3 Maintain and store project records.
- 1.4 Prepare and execute subconsultant contracts.
- 1.5 Manage the RH2 team members and subconsultants.
- 1.6 Complete Field Health and Safety planning for onsite work.

Assumptions:

- *All project records will be maintained and filed electronically.*

RH2 Deliverables:

- Monthly invoices documenting progress of work completed and earned value compared to contract value.
- Coordination of RH2 project team and subconsultants.

Task 2 – Periodic Workshops

Objective: Attend and assist with the coordination of periodic workshops with the City. The intent of the workshops is to provide dedicated opportunities for City staff engagement throughout the project. *A total of eight (8) workshops are anticipated. The specific workshop topics will be mutually determined by RH2 and the City.*

Approach:

- 2.1 Prepare for and attend eight (8) workshops with City staff. Workshop topics will generally include: project kickoff, review of needs and deficiencies, review of alternatives, review of recommended improvements, project implementation strategies, and Facility Plan review. Prepare an agenda and minutes for each workshop. *Three (3) workshops are assumed to be in-person at the WWTP. The remainder of the workshops are expected to be conducted via Microsoft (MS) Teams. Up to three (3) RH2 staff members are assumed to attend each workshop.*

Assumptions:

- *The workshops noted are assumed to be coordinated, scheduled, and led by RH2. Meeting agendas and minutes will be provided by RH2 for the workshops.*
- *Additional meetings or workshops can be authorized using the Management Reserve task if requested by the City.*

Provided by City:

- Attendance at all workshops listed and meeting location, unless noted otherwise.

RH2 Deliverables:

- Attendance at workshops.
- Agenda or presentation materials for each workshop.
- Meeting minutes or major action items for each workshop.

GEOTECHNICAL ANALYSES (TASKS 3 AND 4)

The Skagit River Valley is characterized in geologic mapping as being a relatively wide, flat alluvial plain at a local elevation on the order of 45 to 55 feet above mean sea level. The Sedro Woolley area is overlain by one or more layers of catastrophic lahar and/or debris flow deposits that resulted from major volcanic eruptions. Typically, lahar deposits reflect low to moderate geotechnical hazard as they are older, cohesive, and sufficiently consolidated. Lahar deposits are often relatively impermeable, resulting in poor local drainage and seasonal surface ponding. More recently, the fluvial river process has incised into the lahar plain and eroded significant portions, resulting in a lower floodplain with multiple historic meanders and side channels near elevations of 30 to 35 feet. Prior to the lahar, the sea level was on the order of 200 feet lower and major rivers scoured deep channels in the landscape that were subsequently filled with gravel and sand as ocean levels rose.

The City WWTP property and facilities are anticipated to straddle the erosional contact between the older upper plain lahar deposits and the younger alluvial plain below, with historic fill masking the original topographic location of the transition between the geologic units. Typically, the margin of the lower erosional floodplain is scoured by the channel and cutoff fills with compressible overbank flood deposits, black organic silt, and clay pond deposits. The recent Skagit River alluvium in this area is characterized as relatively clean sand with variable relative density. Where saturated, loose, and continuous, the deposit can be highly susceptible to liquefaction and result in differential settlement, loss of strength, and seismic slope “flow” instability and/or lateral spreading.

RH2’s geotechnical analyses have been scoped to provide sufficient information to define site-wide static and seismic hazards, with the intent of differentiating and mapping both lower and higher geotechnical and seismic risk areas such that a facility master planning process can be completed. The intent is to reduce potential facility risks through the siting process and to acquire sufficient subsurface data to identify and plan for mitigation to provide for a reasonable operational performance following a Cascadia Subduction Zone full rupture event that has a relatively high probability (15 to 20 percent) of occurrence in the next 50 years.

Task 3 – Geotechnical Site Characterization

Objective: Conduct a geological and geotechnical investigation of the available property that is accessible with truck-mounted geotechnical exploration equipment. The intent is to provide a comprehensive geologic and geotechnical understanding of the site for use both now and in the future.

Approach:

3.1 Perform a geotechnical reconnaissance of the existing facilities:

- a) Perform a visual survey of the existing facilities documenting the observable performance of foundation, slab, and walls, and identify specific locations and/or structures where more detailed geodetic survey data is desired. Perform a geotechnical reconnaissance of site slope conditions and identify two (2) critical slope stability section locations to be marked in the field for surveyors to perform a surface profile.

3.2 Perform a geologic and geotechnical literature search for the project area, including:

- Available historic geologic and geotechnical site investigations;
- Geologic hazards mapping; and
- Well, geotechnical, and environmental state records databases.

Develop a site exploration plan, mark boring locations, and meet a private locator onsite to clear locations based on the visual survey and literature search. Perform a One Call utility notification and review locate markings to identify conflicts and completion.

3.3 Coordinate with two (2) exploration subcontractors to conduct a combination of geotechnical borings and Cone Penetration Test (CPT) soundings at up to fifteen (15) locations. The exploration program is scoped to provide as many subsurface profile data points as possible

site-wide within a limited amount of time and budget by utilizing a high percentage of the rapid CPT exploration technique coupled with a limited number of traditional deep geotechnical borings. The exploration subtask was developed to accomplish the following:

- Identify the site fill depths, materials, and conditions; RH2 anticipates up to 16 feet of fill may overlie areas of the property.
- Identify the thickness, depth, and lateral extent of recent Skagit River alluvium, including compressible pond/wetland deposits resulting from prior cut-off channels.
- Identify, characterize, and define the thickness and lateral extent of the seismic liquefaction potential of the underlying alluvium sands and groundwater conditions.
- Identify the location and lateral extent of the older, more stable, lahar deposit and potential perched groundwater conditions.
- Measure shear wave velocity to meet building code requirements for site class E and F soils.
- Identify conditions at depths of up to 85 feet for deep foundation embedment into the bearing layers (gravels) anticipated at depth.
- Collect sufficient samples of units and soil types for selective laboratory tests and engineering analysis.

RH2 assumes that between 500 and 600 feet of CPT sounding can be accomplished over two (2) days and is anticipated to average about 50 feet or less per location. A total of five (5) mud rotary borings are scoped with three (3) up to 85 feet (or 10 feet into bearing layers). Two (2) borings will be performed to a depth of 35 feet to define the upland lahar deposit conditions. A combined total of 325 feet has been assumed for the mud rotary borings. To supplement the mud rotary samples, and provide samples adjacent to select CPT soundings, one (1) day of GeoProbe push core sampling has been included, which will provide continuous soil core samples adjacent to three (3) of the approximately ten (10) 50-foot-deep CPT soundings (150 feet total). Penetration testing in the gravels will utilize a larger D&M sampler, and standard penetration testing (SPT) will be performed in the fine-grained deposits. A limited number of thin wall Shelby tube samples will be attained within the mud rotary borings to provide relatively undisturbed samples for laboratory testing. Each boring will be logged by an RH2 geotechnical engineer or geologist.

3.4 Develop a laboratory testing program based on the soils and formations encountered to define soil parameters for geotechnical and structural engineering analysis and design. The program may include:

- Grain size analysis and fines contents;
- In-situ unit weights;
- Consolidation testing;
- Moisture contents and soil classification testing (Atterberg Limits, organic contents); and

- Resistivity and pH testing.

A fixed budget has been assigned to the laboratory program based on RH2's preliminary interpretation of anticipated site conditions. If additional effort is needed, that extra work will be mutually determined by the City and RH2.

Assumptions:

- *The explorations will be advanced by Washington State licensed drilling companies under subcontract to RH2.*
- *RH2 will mark the exploration locations and contact the utility notification center (One Call) for underground utilities clearance and hire a private locator for areas outside the public right-of-way.*
- *The explorations do not include environmental assessments or sampling protocols.*
- *The site is assumed to be "clean" regarding contaminated and hazardous materials. If suspected contaminated material is encountered the City will be notified immediately.*
- *The mud rotary borings can be completed within four (4) 10-hour days.*
- *The geoprobe can be completed in one (1) day.*
- *The CPT soundings can be completed within two (2) 8-hour days, including initial mobilization.*
- *The City will be notified a minimum of two (2) weeks in advance of the exploration periods.*
- *Formal boring logs and lab test results will be included in the Task 4 deliverables.*

RH2 Deliverables:

- Exploration map showing proposed locations two (2) weeks prior to mobilization.

Task 4 – Geotechnical Analysis and Recommendations

Objective: Perform geotechnical analyses and provide recommendations.

Approach:

- 4.1 Prepare a geotechnical data report (GDR) to document the geotechnical/geological reconnaissance, literature search, exploratory fieldwork, and laboratory testing. The report will include descriptions of the exploration means and methods, geologic interpretation of subsurface conditions, geologic cross sections, formal boring logs, CPT data, and results of the laboratory testing program. The report will be included in future bid documents to establish baseline subsurface conditions.
- 4.2 Provide a site-wide geotechnical and geologic hazards analysis with information attained from the geotechnical reconnaissance task and mapping of seismic hazards, including liquefaction-induced lateral spreading and differential settlement. Quantify static geotechnical risks such as short-term and long-term settlement and characterization of existing fill variability. This subtask includes the following:

- Assess and map seismic hazards, including potential earthquake sources, fault rupture, soil liquefaction potential, calculated lateral spreading displacements across the site, and/or extent of seismic landslide/flow potential (seismic slope stability analysis). Develop site-specific Cascadia Subduction Zone full rupture multi-period spectra for operational performance analysis.
- Perform preliminary engineering, estimating, and vetting of select alternatives for mitigating seismic liquefaction life safety hazards, and discuss hazards and mitigation as they relate to a secondary goal of operational performance following a Cascadia Subduction Zone event.
- Characterize and quantify both static (compressible pond/overbank flood deposits) and seismic settlement risks assuming lateral spreading and/or seismic slope instability is mitigated at site perimeter locations (risks limited to vertical settlement).
- Summarize findings in a GeoHazards Technical memorandum.

4.3 Develop a draft and final geotechnical design memorandum providing recommendations for facility civil and structural design. The geotechnical design memorandum will include:

- Seismic site classification and design parameters in accordance with the 2022 International Building Code and the corresponding American Society of Civil Engineers 7 series;
- Geotechnical engineering analysis to provide foundation design recommendations, including both deep (pile) and shallow foundation types and potential alternatives, spread footing and mat allowable bearing pressure, minimum embedment depth requirements, and related settlement estimates; and
- Recommendations for finish slopes, earth pressure and lateral load resistance, site preparation, earthwork and excavations, reuse of on-site materials, structural fill, and compaction requirements, and a discussion of soil corrosivity test results.

The previously submitted GDR and GeoHazards Technical Memorandum will be attached for convenient reference.

Assumptions:

- *The GDR and GeoHazards technical memorandum will be provided relatively early in the facility siting and master planning process. The Geotechnical Memorandum will be submitted once the facility type size and locations have been identified.*
- *Future final design phase work may include geotechnical support for the development of liquefaction/lateral spreading mitigation plans, specifications, and opinions of probable construction cost.*

RH2 Deliverables:

- Geotechnical Data Report.
- Final GeoHazards Technical Memorandum.
- Draft and final Geotechnical Design Memorandum.

OTHER SITE INVESTIGATIONS AND CHARACTERIZATION (TASKS 5 AND 6)

Task 5 – Critical Areas Reconnaissance

Objective: Review and collect background data and maps. Prepare for site investigation of the project area. Perform a critical areas site reconnaissance of the project area to inform the presence and proximity of critical areas in the vicinity of the proposed improvements. Finalize field data, field map, and site photographs, and convey information to the RH2 design team for planning and design of the proposed improvements. Utilize the results to coordinate with the regulatory agencies for a discussion about required project permits.

Approach:

- 5.1 Review existing environmental data and maps relevant to the project area, City Code, and Skagit County Code (SCC) sections specific to critical areas. Prepare field maps, data forms, equipment, and materials for critical areas reconnaissance. Coordinate with the design team regarding anticipated proposed improvements and expansion areas for the WWTP.
- 5.2 Perform site reconnaissance of the project area to determine the presence or absence and approximate extents of wetlands and/or streams in the project area. Record approximate extents on a field map, collect site photographs, and generally report on site conditions with respect to aquatic critical areas. Post-process field data and anticipated wetland classifications, and verbally communicate site reconnaissance findings to the RH2 design team and City.
- 5.3 Prepare a summary of site investigation findings, resources observed, and data collected to accompany the City pre-application meeting and discussion with regulatory agencies regarding the proposed improvements.

Assumptions:

- *The City will provide digital data, prior reports, or other relevant information to inform RH2's reconnaissance and determination of aquatic critical areas in proximity to the WWTP.*
- *Aquatic critical areas will not be delineated or formally rated as part of the initial site reconnaissance efforts. Wetlands will be preliminarily classified to obtain anticipated buffers for site planning/design purposes. If improvements cannot avoid anticipated buffer areas and/or if the City or County requires formal delineations, that work will be included in a subsequent design amendment.*
- *The City will notify adjacent property owners to obtain right-of-entry for site investigations, if needed.*

- *RH2 will summarize site investigation findings in email.*

Provided by the City:

- Environmental data and reports or other information to facilitate RH2's review of the project area and understanding of the site in advance of site investigations.
- Right-of-entry coordination with adjacent property owners for RH2's investigation of aquatic resources in proximity to the anticipated WWTP improvements.

RH2 Deliverables:

- Background data and maps for use in project permitting.
- Critical areas reconnaissance and field map/data and site photographs to inform design.
- Summary of findings in email from site investigation for discussion with City and County regarding anticipated project permits.

Task 6 – Site Survey

Objective: Coordinate survey of the existing WWTP site to develop a base map in AutoCAD.

Approach:

- 6.1 Perform one (1) site visit to review and assist the City's marking of major below-grade infrastructure (piping, duct banks, etc.) for surveying. *Below-grade infrastructure will be identified based on documents from previous projects at the WWTP.*
- 6.2 Coordinate with a surveyor as a subconsultant to RH2 to perform a site survey.
- 6.3 Prepare an existing site plan in AutoCAD based on the survey and create a base map.

Assumptions:

- *The City will be responsible for marking major below-grade infrastructure with paint prior to surveying. RH2 will assist the City by reviewing contract documents and site markings prior to the survey.*

Provided by City:

- Marking of below-grade utilities.

RH2 Deliverables:

- Site base map.

FACILITY PLAN (TASKS 7 THROUGH 10)

Task 7 – Assessment of Existing and Future Needs

Objective: Review and analyze available background information, existing infrastructure condition, flow and loading, and system and unit processes for the Facility Plan.

Approach:

- 7.1 Review relevant background information.
 - a) Prepare and provide a list of existing information needs to the City.
 - b) Review previous planning documents, such as the 2019 GSP and associated documents, as available and applicable.
 - c) Review previous construction contract documents for pertinent improvement projects completed at the facility.
- 7.2 Analyze wastewater flow and load.
 - a) Summarize the historical and 20-year projected population values from the Comprehensive Plan update that comply with the GMA.
 - b) Collect and review the applicable parameters of historical influent, effluent, and process data.
 - c) Analyze, tabulate, and trend pertinent applicable flow and loading parameters for the last five (5) years.
 - d) Project flow and loading rates based on population projections for the planning period.
 - e) Analyze and document infiltration and inflow (I/I).
 - f) Summarize peaking factors for applicable flow and loading parameters.
- 7.3 Assess existing conditions.
 - a) Perform two (2) site investigations at the WWTP to visually assess the condition of existing facilities, processes, equipment, and other items to develop a list of needs and deficiencies. *It is assumed that four (4) RH2 staff members will attend the investigations.* As part of the investigations, provide:
 - (1) A limited structural conditions visual assessment of visible infrastructure.
 - (2) Site assessment of electrical and control systems.
- 7.4 Assess systems and unit processes.
 - a) Review each system and unit process to identify potential needs and deficiencies. Analyze and summarize information collected during site investigations to establish the needs based on the following:
 - (1) Age of components and expected useful life.

- (2) Process performance and current and future capacity based on guidance of the Orange Book, Water Environment Federation Manual of Practice No. 8, and other applicable references. Perform hydraulic analyses, solids loading calculations, or other analyses where applicable to evaluate capacity.
 - (3) Applicable regulatory criteria or codes that relate to each unit process, such as the most current version of the *National Fire Protection Association 820: Standard for Fire Protection in Wastewater Treatment and Collection Facilities* (NFPA 820), which establishes fire protection requirements for processes and areas within WWTPs.
 - (4) Considerations for odor control or other ancillary systems impacted by the process.
- b) Evaluate the potential for water reuse.
 - c) Perform a desktop electrical and control evaluation.
 - (1) Provide a basic review of the majority of the WWTP electrical, automatic control, and telemetry system components that were not otherwise reviewed during the analyses of individual processes, including the primary electrical service, back-up power supply, electrical distribution equipment, motor control centers, control panel hardware and wiring, communications equipment, and instrumentation.
 - (2) Provide a basic review of arc flash considerations for the WWTP and recommend either a specific or plant-wide arc flash analysis, short circuit, and protective device coordination study as a capital project.
 - (3) Provide a basic review of the supervisory control and data acquisition (SCADA) network configuration, security, hardware, and wiring.
 - (4) Review the SCADA system software relative to industry standards and recommend improvements for reduced license fees, increased support, operational improvements, etc.
 - d) Summarize the needs and deficiencies for the WWTP as identified in the previous subtasks. Organize needs and deficiencies into first and second tiers. *The first tier will consist of the most major items. For the purposes of scoping this project, the secondary treatment and solids handling systems are expected to present the first-tier needs. Second-tier items generally will consist of items of lower complexity than the first-tier items. An example of a second-tier item for this facility may be options to improve grit handling.* Review with City for concurrence.

Assumptions:

- *The limited structural condition assessment will include observation of visible components and structures exposed during the site visit. This assessment will be used to identify and prioritize areas of concern in addition to the Capital Improvement Plan for further evaluation. No destructive testing, instrument-assisted investigations, or excavations will be used during this limited assessment, and structural calculations or desktop evaluations will not be conducted.*

- *A detailed conditions assessment of the facility, including specific code review, life, and safety considerations, is not provided as part of this Scope of Work, but can be added by amendment if mutually agreeable by the City and RH2.*
- *RH2 will rely on the 2019 GSP and the Comprehensive Plan update to derive the projected flow and loading to the WWTP. The Comprehensive Plan update is currently ongoing, but the population projections are expected to be finalized in the first half of 2025 and these values will be used by RH2 in this Work. RH2 will not analyze land use and population trends as part of this work but will incorporate this data from the other relevant planning documents.*
- *Review of the NFPA 820 is included as it relates to specific processes or areas of concern for the City for the purposes of establishing criteria for future project improvements. A detailed review of the classification of each space within the existing WWTP is not included as part of this Scope of Work but can be added by amendment if mutually agreeable by the City and RH2.*
- *Odor control measures will be considered for each potential improvement. A comprehensive site-wide odor control evaluation is not provided as part of this Scope of Work but can be added by amendment if mutually agreeable by the City and RH2.*

Provided by City:

- Previous planning documents and existing information.
- Construction contract documents for major projects completed at the WWTP.
- Other relevant and useful background information.
- Tabulated WWTP influent, effluent, and process data in electronic format.
- Attendance at and access for all site investigations.
- Review of the summary of needs and deficiencies.

RH2 Deliverables:

- One (1) list of existing information needs in MS Word format.
- Coordination with the City collection of background information.
- Tables with the calculated historical and projected flow and loading values.
- Attendance at site investigations.
- Summary of major needs and deficiencies for review by the City.

Task 8 – Evaluation of Alternatives and Recommended Improvements

Objective: Analyze alternatives to improve existing deficiencies or meet other needs and recommend improvement project(s). Develop a strategy for implementing the recommended improvements.

Approach:

8.1 Analyze alternatives.

- a) Summarize the alternatives for addressing first- and second-tier needs and deficiencies. Perform an initial screening of first-tier items to determine up to three (3) major, distinct alternatives for each of the secondary treatment and solids handling systems. Review with City for concurrence.
- b) Perform an alternatives analysis for first-tier improvements that include multiple options, including the following items:
 - (1) Summarize environmental considerations and impacts to the public, including odor, noise, or other parameters.
 - (2) List permitting considerations.
 - (3) Analyze effects to the WWTP hydraulic profile caused by the proposed improvements.
 - (4) Perform planning-level BioWin modeling for secondary treatment system improvements.
 - (5) Analyze the hydraulic and solids loading capacity afforded by each improvement and the effect on the overall WWTP capacity.
 - (6) Review electrical and control system needs and considerations.
 - (7) Provide planning-level drawings or schematics for use in comparing the footprint and orientation of each option. Construct simple 3D AutoCAD models of existing structures or facilities to analyze alternatives or potential improvements.
 - (8) Analyze operational flexibility provided by each improvement for alternate modes of operation.
 - (9) Evaluate life-cycle costs, including design and soft costs, construction cost, life-cycle costs related to electrical load, polymer usage, maintenance, and other considerations, and salvage value.
- c) Perform an analysis of options for second-tier items to determine recommended solutions.
- d) Summarize and review analyses with the City and establish the recommended solutions. List the recommended improvements for the purposes of developing a capital improvements list.

8.2 Identify recommended improvements.

- a) Provide a list of the considerations for design and construction of recommended improvements.
 - b) Develop planning-level site, building, or equipment layout plans or schematics to illustrate improvements.
 - c) Develop a basic process flow diagram for the improvements.
 - d) List environmental and permitting considerations associated with the improvements.
 - e) Develop preliminary hydraulic and solids treatment capacity and pertinent planning-level design criteria for the improvements.
 - f) Estimate the life of the proposed improvements.
 - g) Summarize major considerations for future expansion of the WWTP.
 - h) Estimate future staffing needs at the WWTP to account for operations and maintenance related to future improvements.
- 8.3 Evaluate implementation strategies and recommend project delivery method.
- a) Develop a preliminary schedule for the project(s), prioritized based on need.
 - b) Review options for project delivery, such as conventional design-bid-build and alternate delivery options. Recommend delivery options for the project(s).
 - c) Create a simple project implementation plan that summarizes the schedule, major considerations, and steps in the delivery of the project(s).

Assumptions:

- *For scoping this work, it is assumed that first-tier alternative analyses for the WWTP will be centered on the secondary treatment system and solids handling system. These systems will present the highest level of complexity for improvements and will necessitate a detailed alternatives analysis.*
- *Where applicable, hydraulic, AutoCAD, or other models will be produced at a planning or preliminary level of detail for use only in comparing alternatives.*
- *Figures are intended for planning-level use to generally illustrate the recommended improvements.*
- *This does not include a full staffing study for the WWTP that is inclusive of all existing and future staffing needs. If required, a full staffing study can be completed as an amendment to this contract.*

Provided by City:

- Review and input on alternatives analyses and recommendations.
- Input on recommended improvements.
- Input on the preliminary project schedule and the delivery options.

RH2 Deliverables:

- Analyses of alternatives and recommendations.
- Summary of the recommended improvements.
- Summary of the preliminary project schedule and the delivery options.

Task 9 – Prepare the Facility Plan

Objective: Prepare initial, agency review, and final drafts of Facility Plan chapters, figures, and appendices. Facilitate City review and concurrence with the document.

Approach:

9.1 Draft chapters and appendices.

- a) Prepare an Executive Summary including the following:
 - (1) A description of the purpose of the Facility Plan.
 - (2) An overview of the existing WWTP.
 - (3) A description of how the Facility Plan has been coordinated with other relevant planning documents.
 - (4) A summary of the key elements of the Facility Plan, including regulatory considerations, wastewater flow and loading analyses, facility evaluation and deficiencies, and capital improvements.
- b) Prepare an introduction chapter including the following:
 - (1) A description of the collection system and WWTP ownership and management identifying a contact person and address.
 - (2) A basic overview of the collection system and WWTP.
 - (3) A description of the purpose and goals of the Facility Plan.
 - (4) A list of relevant background information used in developing the Facility Plan.
 - (5) A description of major changes or improvements to the WWTP in the last ten (10) years.
 - (6) A summary of the content of each chapter of the Facility Plan.
 - (7) A list of abbreviations used in the Facility Plan.
 - (8) Existing site plan, existing site aerial, existing WWTP design criteria, and existing process flow diagram figures.
- c) Prepare a chapter and figure(s) describing background information and planning data used to develop the Facility Plan, and include the following:
 - (1) A basic description of the existing sewer collection system from the 2019 GSP.

- (2) An inventory of related planning documents to provide a summary of the impacts or constraints on improvements or expansion of the WWTP site and outfall location.
 - (3) A summary of the existing and projected land use patterns on the sewer service area population as described in the 2019 GSP and the Comprehensive Plan update.
 - (4) Reference to pertinent 2019 GSP and Comprehensive Plan update figures of the City's existing and projected sewer service areas, the City's existing sewer system, adjacent sewer system service areas, a location map of the City's existing WWTP, and the land use within the sewer service area.
- d) Prepare applicable chapter(s), figure(s), and appendices related to regulatory and discharge permit requirements, and include the following:
 - (1) Description of the environment at the existing WWTP site.
 - (2) A summary of agency and stakeholder involvement during the Plan development.
 - (3) A summary of current and expected future regulatory requirements related to the National Pollutant Discharge Elimination System (NPDES) permit, biosolids permit, and air quality permit (if applicable).
 - (4) A list of laboratory accreditations.
- e) Prepare applicable chapter(s), figure(s), and appendices related to current and projected flow and loading conditions, and include the following:
 - (1) A summary of applicable population data from the Comprehensive Plan update and historical loading information from the 2019 GSP.
 - (2) Analyses of WWTP historical and projected flow and loading.
- f) Prepare applicable chapter(s), figure(s), and appendices related to the evaluation of the existing WWTP and individual processes, and include the following:
 - (1) A summary of the site investigations and assessments.
 - (2) A summary of the evaluation of systems and process to outline performance, current and future capacity, and applicable regulatory criteria.
- g) Prepare applicable chapter(s), figure(s), and appendices related to the analyses of alternatives for improvements, and include the following:
 - (1) A summary of the major components, considerations, and criteria for each alternative.
 - (2) A comparison of the qualitative and quantitative criteria for each alternative.
- h) Prepare a chapter summarizing the recommended improvements, and include the following:
 - (1) A list of the recommended improvements.

- (2) A summary of the major components, considerations, and criteria for each recommended project.
 - (3) An implementation plan including project schedule and delivery method.
 - (4) Future staffing considerations for the improvements.
 - i) Prepare a chapter on financing the improvements. Coordinate with and review the financial analysis summary produced by KLJ Financial Consulting as a subconsultant to RH2. Format the document for consistency with other chapters and incorporate it in the Facility Plan.
 - j) Provide individual chapters to the City for review. Collect comments and incorporate into the draft chapters.
- 9.2 Compile and present a draft Facility Plan.
- a) Develop a cover, title sheet, and table of contents for the Facility Plan.
 - b) Provide a compiled preliminary draft of the Facility Plan with appendices to the City for review and comment, updated as required by initial City review comments.
 - c) Update the preliminary draft based on City review comments and prepare a final draft of the Facility Plan. The final draft will be presented for City Council and public review. Update the final draft as appropriate with additional comments or edits.
 - d) Prepare an agency-review draft of the Facility Plan that has Professional Engineer stamps and signatures. *Agency review coordination is completed under a separate task.*

Assumptions:

- *KLJ Financial Consulting will complete the detailed rates analyses and classifications update directly for the City, separate from this contract.*
- *The 2019 GSP collection system capital improvements project list will be utilized for the purposes of the completing the financial analyses for the sewer utility. If necessary, an update to the collection system projects list can be completed through a future amendment to this contract.*
- *RH2 will provide the individual or sets of the initial drafts of chapters, figures, and appendices for review at intervals as requested by the City.*
- *The State Environmental Policy Act (SEPA) Checklist and State Environmental Review Process (SERP) documentation from other tasks will be used to prepare the existing environment description(s).*
- *Workshops summarized in Task 2 will be utilized to review components of the Facility Plan with the City.*

Provided by City:

- Review comments for initial drafts of each chapter and applicable figures in MS Word format.

- Review comments on the draft chapters and the compiled preliminary draft Plan in email or electronic PDF.

RH2 Deliverables:

- Initial drafts of chapters, figures, and appendices in MS Word for City review.
- Coordination with the financial subconsultant regarding the financial analysis.
- Preliminary and final draft of the Facility Plan and appendices.
- Three (3) printed and bound sets of the Facility Plan in three-ring binders with appendices on a USB drive.

Task 10 – Regulatory Compliance

Objective: Coordinate with agencies as applicable for the Facility Plan development and regulatory review.

Approach:

10.1 Provide general agency coordination and regulatory review.

- a) Review and summarize the City's current NPDES permit. Include a copy of the NPDES permit in the Facility Plan appendices.
- b) Review and summarize current and expected future regulatory requirements related to the NPDES permit, biosolids permit, and air quality permit (if applicable). Summarize the regulations for laboratory accreditation that apply to the City's WWTP.
- c) Periodically coordinate with Ecology via phone calls and email correspondence during the development of the Facility Plan.

10.2 Provide coordination with other agencies and stakeholders.

- a) Periodically coordinate by phone calls and email correspondence with other agencies or stakeholders during the development of the Facility Plan. *Twenty (20) total hours of staff time are allocated for this subtask.*

10.3 Assist the City with SERP compliance.

- a) Coordinate with Ecology's Environmental Review Coordinator and the City's Planning Department regarding SERP compliance. *It is assumed a planning-level SERP analysis is warranted at this stage and the SERP documentation will be updated for project-level review further in project design. To the extent that SERP components can be completed at this stage (e.g., Environmental Justice [EJ] and Public Outreach), RH2 will review with regulatory staff and address in SERP documentation under this Scope of Work.*
- b) Prepare a non-project SEPA Checklist that discusses the capital improvements and associated environmental impacts to accompany the Facility Plan. Provide the draft Checklist to the City for review, incorporate City review comments, and finalize the SEPA Checklist for City submittal and processing. Assist the City to incorporate public

participation in its SEPA process consistent with SERP requirements. *It is assumed the City will process the SEPA Checklist, including issuance of a determination, publication and agency comment, and addressing comments.* Include copies of the complete SEPA process documents to satisfy the SEPA component of SERP. Incorporate the SEPA documents into the final Facility Plan.

- c) Conduct a preliminary desktop EJ analysis for the service area, including a review of various state and federal EJ databases (e.g., Ecology Water Quality Atlas, U.S. Census, etc.). *The findings from the EJ analysis will be documented informally by RH2 for use in subsequent phases of the project and will be used to inform publication and outreach efforts for SEPA and SERP compliance.*
- d) Prepare cost effectiveness analysis documentation, which is assumed to include pertinent cost estimate and alternatives analysis documentation from the efforts detailed in other tasks in this Scope of Work. *The cost effectiveness analysis documentation is part of SERP compliance, and to the extent the City desires to pursue the SERP ahead of securing funding, RH2 will utilize information prepared as part of the Facility Plan to satisfy this component.*
- e) Compile public participation documentation as required for SERP. *It is assumed the City will provide an opportunity for public participation in alternatives selection (e.g., public or Council meeting, mailers, website outreach, etc.), record public and project stakeholder feedback, and provide RH2 with pertinent documentation for inclusion in the SERP.* Utilize information prepared as part of the Facility Plan and/or provided by the City through City-led efforts to the extent the City desires to pursue SERP completion ahead of securing funding.
- f) Prepare the SERP Cover Form and compile the SERP package for compliance with Ecology requirements. Submit to Ecology and respond to review comments, as requested.

10.4 Coordinate Ecology's review of the Facility Plan.

- a) Submit the Facility Plan and appendices to Ecology for review and comment. Meet with Ecology via MS Teams to discuss its review.
- b) Prepare a response letter to Ecology summarizing how each comment was addressed and the location of the associated revisions in the final Facility Plan. Provide a draft of the response letter to the City for review and comment. Revise the draft response letter to address the City's review comments. Submit the final response letter to Ecology and provide a copy to the City. *The number of review comments is difficult to predict and highly variable. The estimated effort for this project is based on review comments received by Facility Plan efforts of similar size and complexity. If an unusual number of comments are received or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a Scope of Work Amendment to address the comments or use of the Management Reserve.*

- c) Revise the Facility Plan to address Ecology review comments. Add a copy of Ecology's review comments to the Facility Plan appendices.
- d) Prepare the final Facility Plan following Ecology approval and provide to the City.

Assumptions:

- *The City will be involved in all coordination efforts with agencies and will be included in all correspondence and communications. Coordination with other agencies, such as other departments within the City, is assumed to be limited to the environmental review process. Significant involvement of groups beyond this list was not assumed for the development of this Scope of Work.*
- *The SEPA Checklist will be a non-project action to approve the Facility Plan. Project-level SEPA is expected to be needed for the project improvements at the time the City implements those projects.*
- *The cost estimates prepared for other tasks will be utilized to meet SERP requirements.*
- *Public participation coordination, meetings, etc. to satisfy the SERP public participation requirements will be completed by the City. RH2 has not included effort to assist the City in this capacity. It is assumed the City will provide required public participation documentation to RH2 for completion of the SERP.*
- *No date is warranted or implied for Agency response or approval.*

Provided by City:

- Involvement in any coordination with agencies.
- SEPA determination, publication, and agency review coordination.
- Signed copy of the final SEPA Checklist, determination, affidavits of publication, agency review, comments, and responses, as applicable; all of which will be included with the SERP documentation.
- Public participation coordination and documentation for inclusion with the SERP documentation.
- Attendance at meeting with Ecology via MS Teams.
- Review of the draft response letter to Ecology in email or electronic PDF.

RH2 Deliverables:

- Draft and final non-project SEPA Checklist.
- SERP documentation, including the non-project SEPA documentation, cost effectiveness analysis documentation, EJ analysis, public participation documentation, and applicable Ecology forms.
- Attendance at meeting with Ecology via MS Teams.

- Final response letter to Ecology in electronic PDF, one (1) hard copy for Ecology, and one (1) hard copy for the City.
- Three (3) hard copy sets of the revised Facility Plan pages and/or figures for Ecology.
- Final Facility Plan in the following formats: three (3) printed and bound sets in three-ring binders for the City with appendices on a USB drive, one (1) USB drive of the Facility Plan and appendices for the City, and one (1) USB drive of the Facility Plan and appendices for Ecology.

Management Reserve

Task 11 – Management Reserve

Objective: Provide additional services for the project not currently identified in this Scope of Work, as requested by the City. A budget of \$25,000 is allocated as a contingency fund.

Project Schedule

RH2 is prepared to begin work upon written authorization from the City. The Facility Plan is expected to be available for Ecology review within one (1) year following written authorization from the City.

EXHIBIT B-1**Fee Estimate****Amendment No. 1****City of Sedro-Woolley****WWTP Facility Plan****Apr-25**

Description		Total Hours	Total RH2 Labor	Total Subconsultant	Total Expense	Total Cost
Project Administration (Tasks 1 and 2)						
Task 1	Project Management	88	\$ 20,748	\$ -	\$ 952	\$ 21,700
Task 2	Periodic Workshops	122	\$ 29,742	\$ -	\$ 2,358	\$ 32,100
Geotechnical Analyses (Tasks 3 and 4)						
Task 3	Geotechnical Site Characterization	112	\$ 31,030	\$ 43,125	\$ 6,345	\$ 80,500
Task 4	Geotechnical Analysis and Recommendations	301	\$ 81,407	\$ -	\$ 2,393	\$ 83,800
Other Site Investigations and Characterization (Tasks 5 and 6)						
Task 5	Critical Areas Reconnaissance	60	\$ 13,670	\$ -	\$ 730	\$ 14,400
Task 6	Site Survey	28	\$ 6,606	\$ 9,200	\$ 794	\$ 16,600
Facility Plan (Tasks 7 Through 10)						
Task 7	Assessment of Existing and Future Needs	347	\$ 74,351	\$ -	\$ 5,249	\$ 79,600
Task 8	Evaluation of Alternatives and Recommend Improvements	724	\$ 154,504	\$ 5,750	\$ 9,546	\$ 169,800
Task 9	Prepare the Facility Plan	394	\$ 80,754	\$ 29,900	\$ 7,146	\$ 117,800
Task 10	Regulatory Compliance	166	\$ 38,520	\$ -	\$ 1,880	\$ 40,400
Management Reserve						
Task 11	Management Reserve	90	\$ 22,785	\$ -	\$ 2,215	\$ 25,000
PROJECT TOTAL		2432	\$ 554,117	\$ 87,975	\$ 39,608	\$ 681,700

EXHIBIT C
RH2 ENGINEERING, INC.
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$180	\$/hr
Professional II	\$199	\$/hr
Professional III	\$222	\$/hr
Professional IV	\$243	\$/hr
Professional V	\$260	\$/hr
Professional VI	\$279	\$/hr
Professional VII	\$303	\$/hr
Professional VIII	\$327	\$/hr
Professional IX	\$336	\$/hr
Technician I	\$142	\$/hr
Technician II	\$155	\$/hr
Technician III	\$176	\$/hr
Technician IV	\$188	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$225	\$/hr
Technician VII	\$244	\$/hr
Technician VIII	\$257	\$/hr
Control Specialist I	\$180	\$/hr
Control Specialist II	\$199	\$/hr
Control Specialist III	\$222	\$/hr
Control Specialist IV	\$243	\$/hr
Control Specialist V	\$260	\$/hr
Control Specialist VI	\$279	\$/hr
Control Specialist VII	\$303	\$/hr
Control Specialist VIII	\$327	\$/hr
Control Specialist IX	\$336	\$/hr
Control Technician I	\$142	\$/hr
Control Technician II	\$155	\$/hr
Control Technician III	\$176	\$/hr
Control Technician IV	\$188	\$/hr
Control Technician V	\$207	\$/hr
Control Technician VI	\$225	\$/hr
Control Technician VII	\$244	\$/hr
Control Technician VIII	\$257	\$/hr
Administrative I	\$93	\$/hr
Administrative II	\$108	\$/hr
Administrative III	\$131	\$/hr
Administrative IV	\$155	\$/hr
Administrative V	\$175	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



City Council Agenda Item

Agenda Item No.: k.1.

Date: April 9, 2025

From: Julia Johnson, Mayor

Subject: Skagit Transit - Long-Range Transit Plan

RECOMMENDED ACTION:

Presentation, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Executive Director Crystle Stidham
Transportation Planner Sam Zimbabwe
Consultant Kimley Horn

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. SkagitTransitLRTP_S-WBriefing_April2025

Skagit Transit LRTP

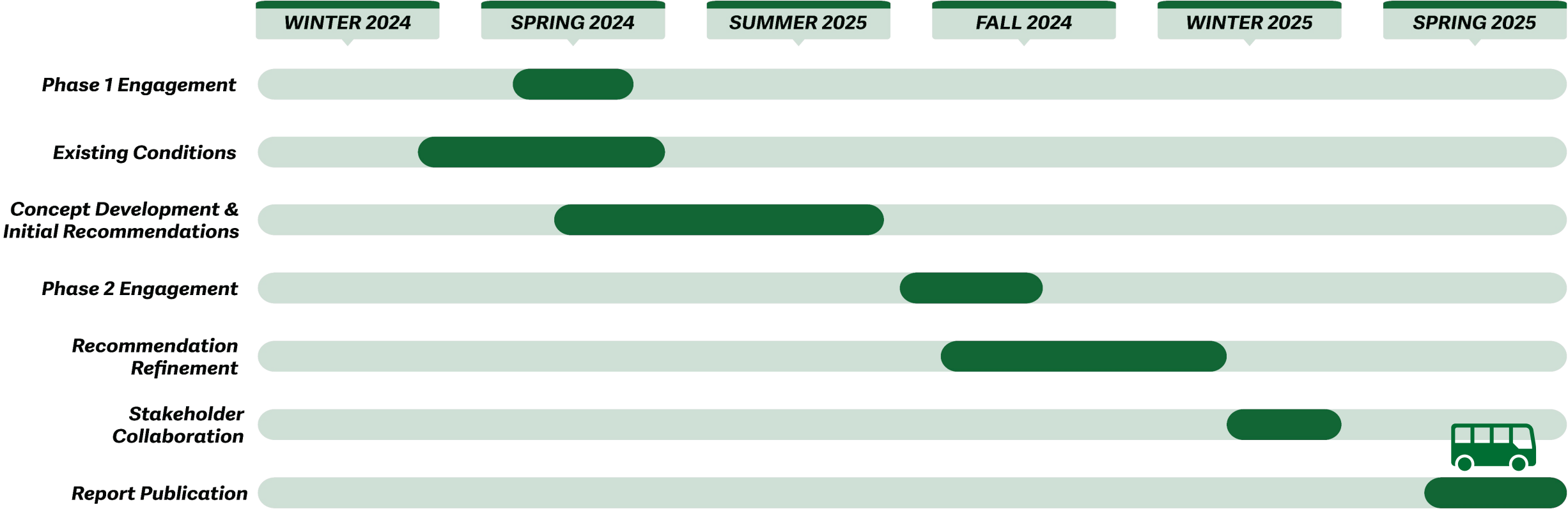
Sedro-Woolley City Council Briefing

April 9, 2025

LRTP Overview and Timeline

- LRTP provides a guide for the next 5-10 years of investment
- Review current service and operations and align with Skagit Transit's Mission, Vision, and Values
- Identify short-, medium-, and long-term implementation steps
- Establish regular opportunities for evaluation and refinement

LRTP Overview and Timeline



Agenda



Existing Conditions & Community Feedback



System-Wide Recommendations



Implementation Timeline



Route-by-Route Recommendations

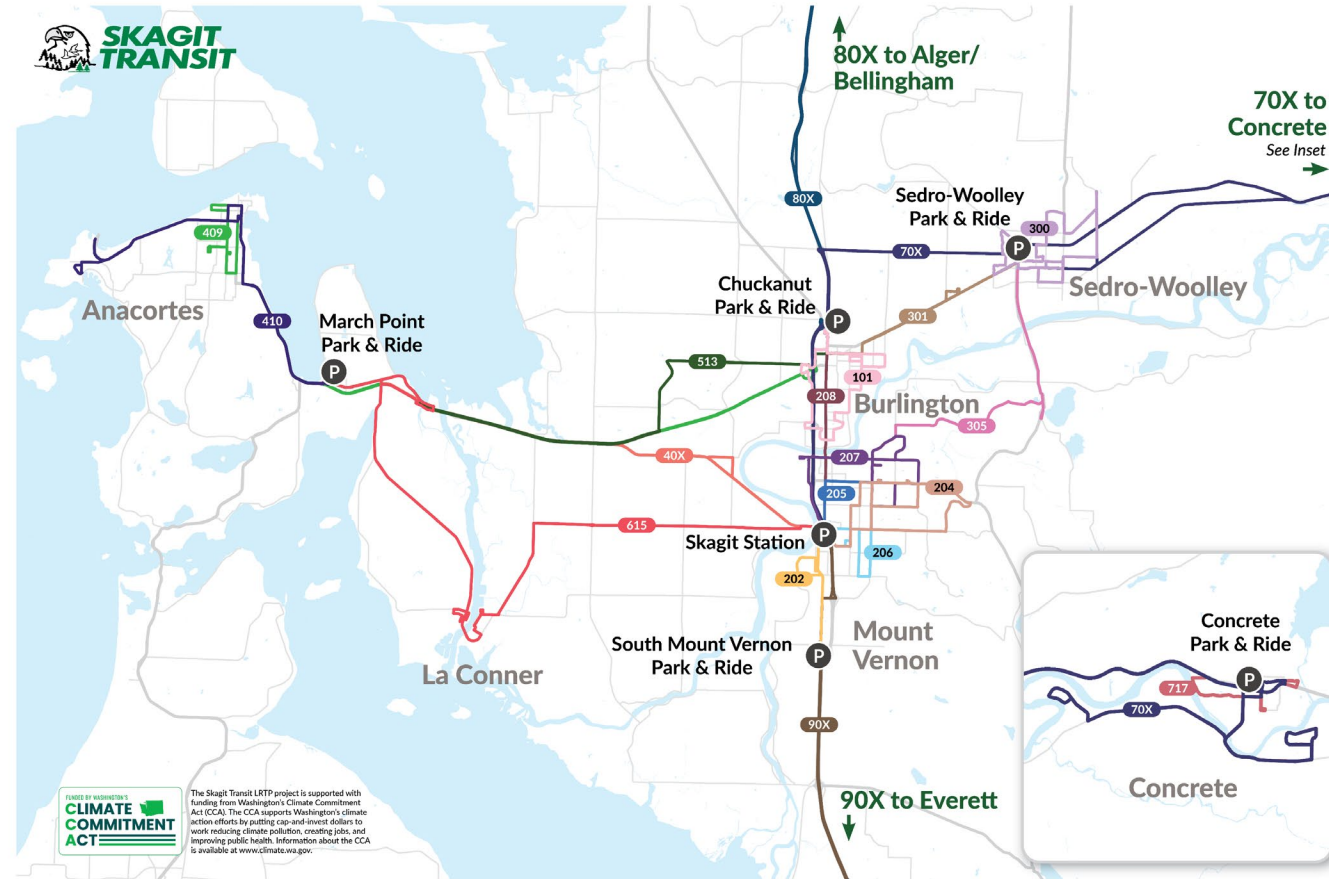
Existing Conditions

Strengths

- Coverage
- Serving priority populations
- Providing access to jobs and services
- Rider and Operator Facilities

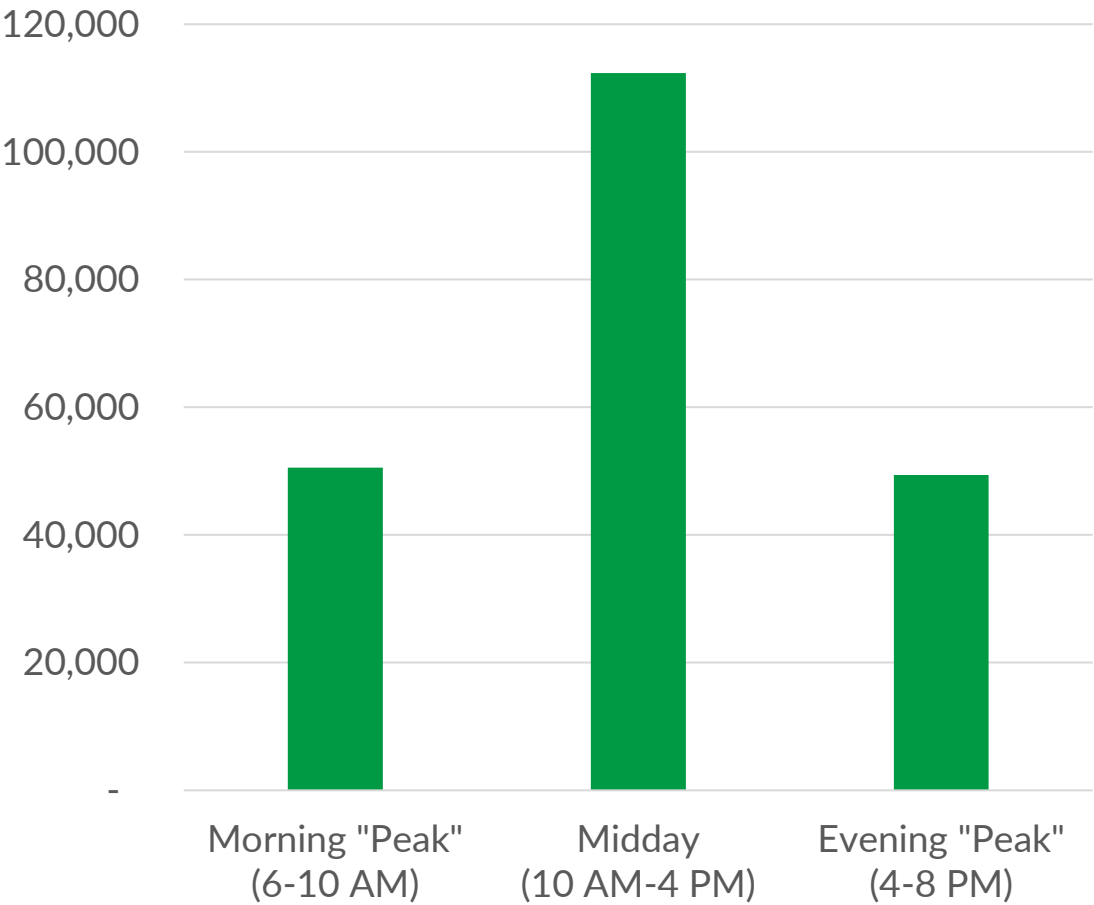
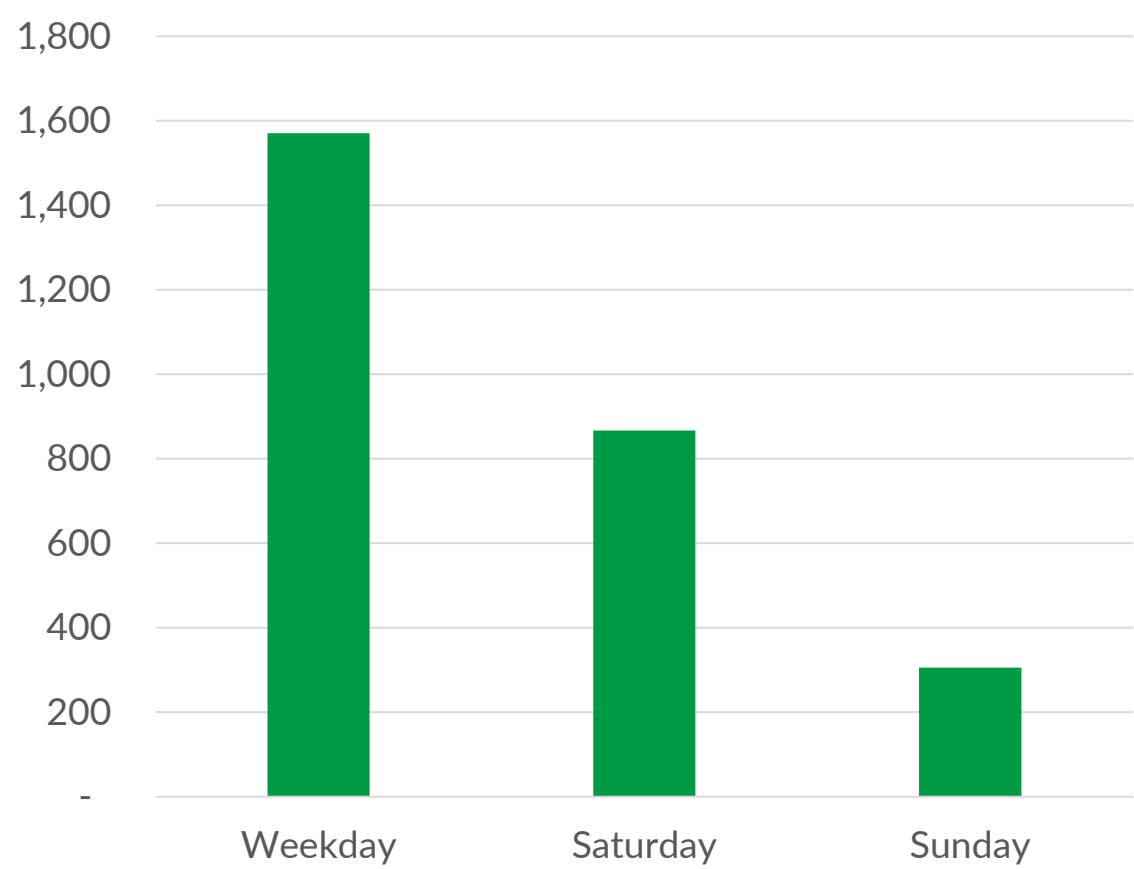
Challenges

- Infrequent service
- Circuitous service
- Limited evening and weekend service





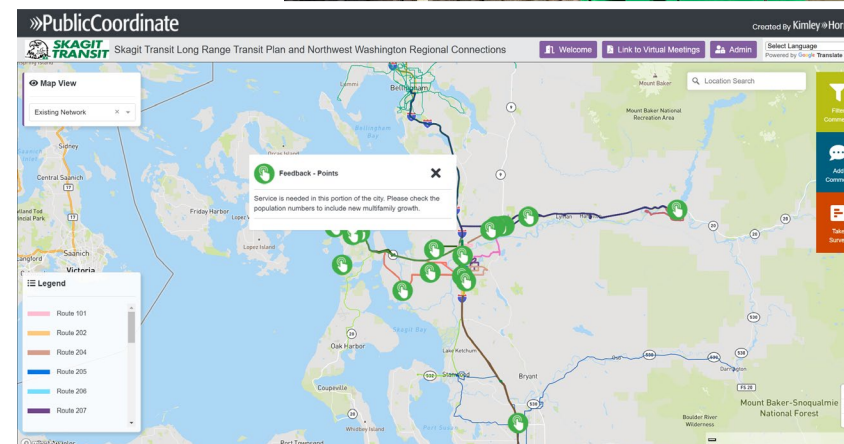
Existing Conditions



Source: Skagit Transit, 2023; Whatcom Transportation Authority, 2023

Community Feedback

- Nearly 600 themes recorded
- Outreach included online surveys including interactive map, in-person open houses, written responses
- **Most Common Themes:**
 1. Increased frequencies
 2. Increased span of service
 3. Regional connectivity
- **Other themes included:**
 - Interest in On-Demand service
 - Reliability
 - Fare Integration
 - Route Directness





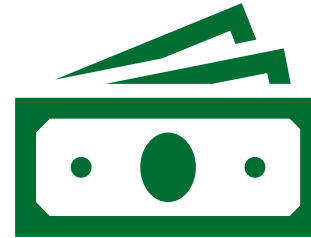
The Big Picture for the LRTP



LRTP is a **road map** for ongoing investments in a resource-constrained environment



Short-range refinements are possible with existing resources



Continued **capital investment** in fleet, facilities, and stops to layer in additional service and improve customer experience



Ongoing engagement and evaluation to determine future opportunities



Long-Term Service Recommendations



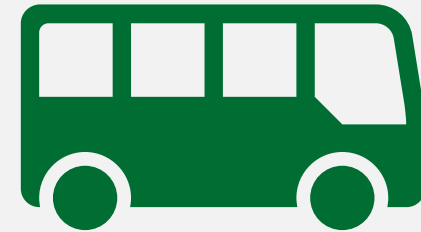
Route Changes

- Streamlining
- Simplifying



Frequency Upgrades

- Minimum standard
- Incremental upgrades



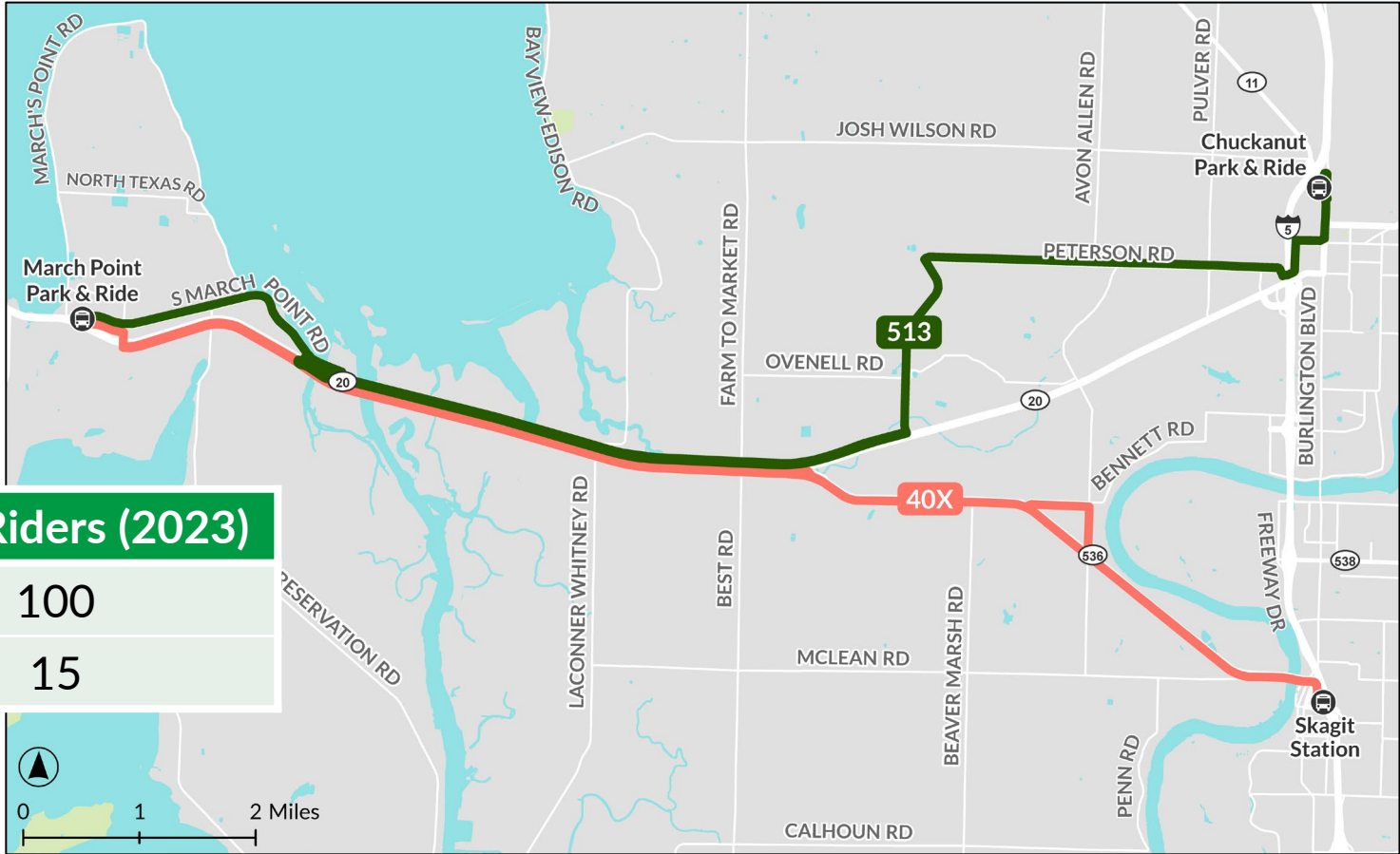
Service Availability

- Later hours
- Sunday Service

Duplicative Service

- *For Example:*
Routes 40X and 513 perform a similar function

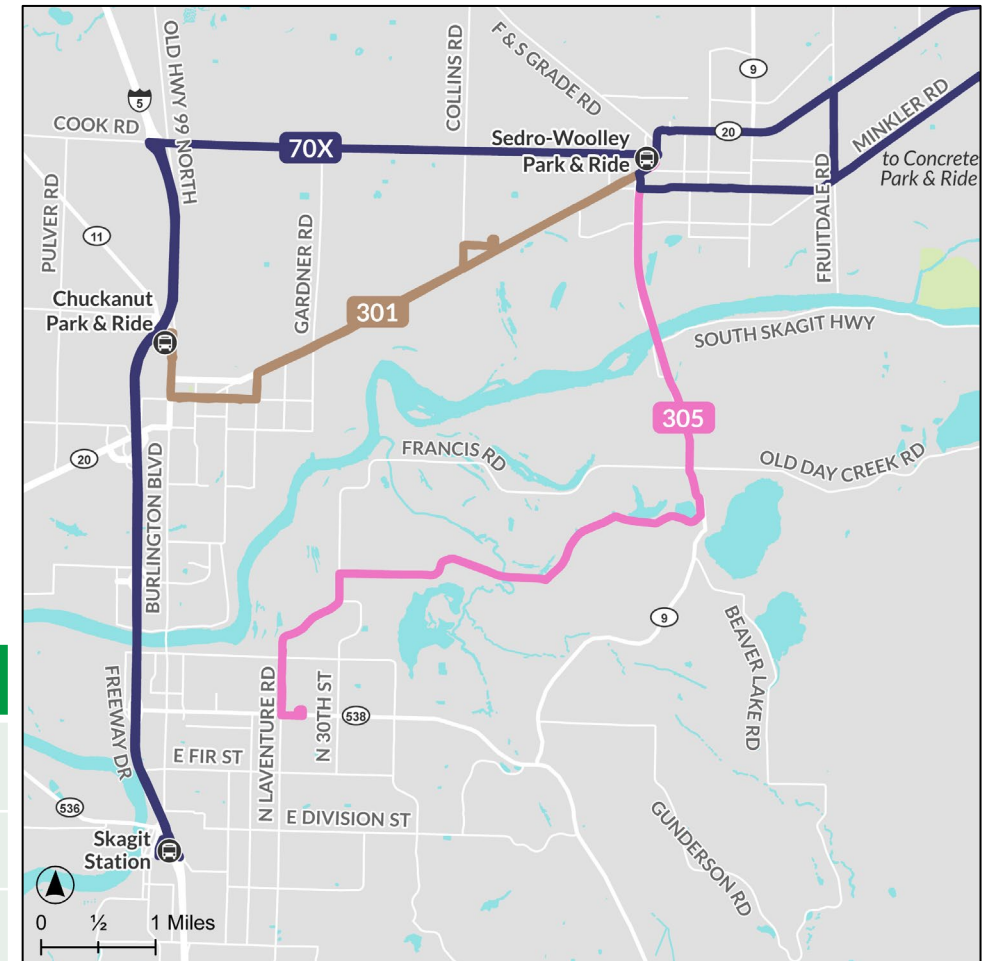
Route	Frequency	Riders/Hour	Daily Riders (2023)
40X	60	7	100
513	60	1	15



Inconvenient Connections Between Cities

- Route **70X** provides a direct but infrequent connection to Skagit Station but bypasses Burlington/Chuckanut P&R
- Route **301** connects Sedro-Woolley and Chuckanut P&R
- Route **305** has few stops and only one major destination (Skagit Valley College)

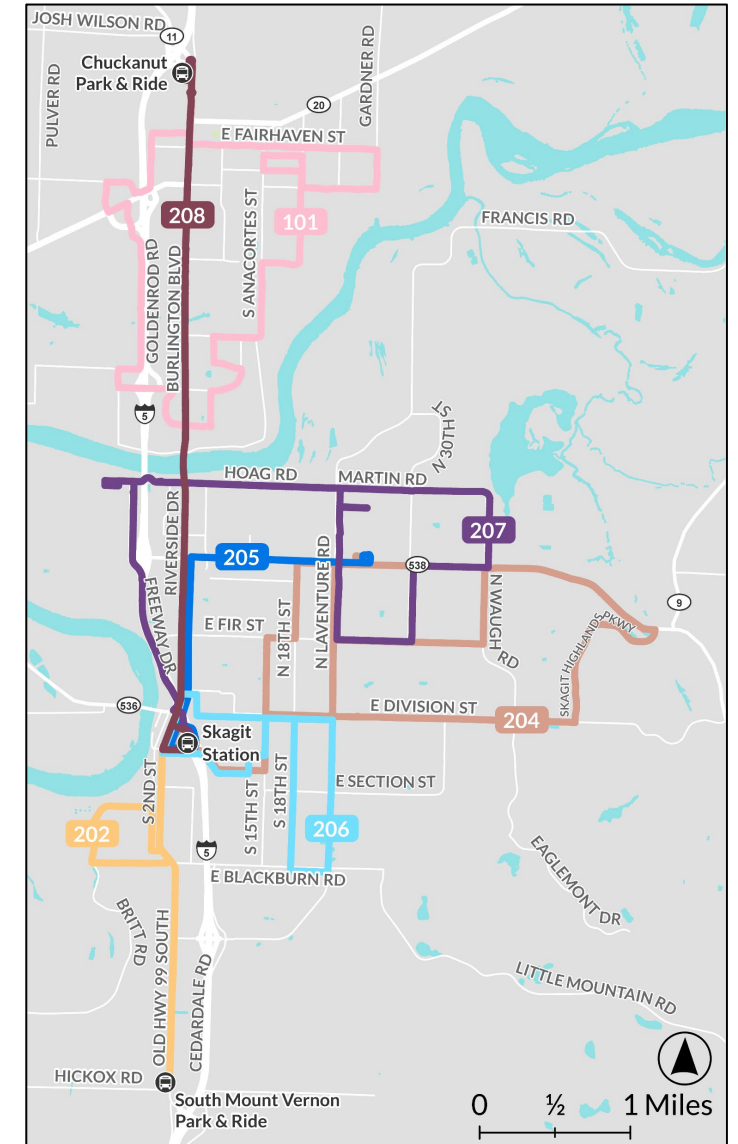
Route	Frequency
70X	180
301	60
305	60



Indirect Local Service

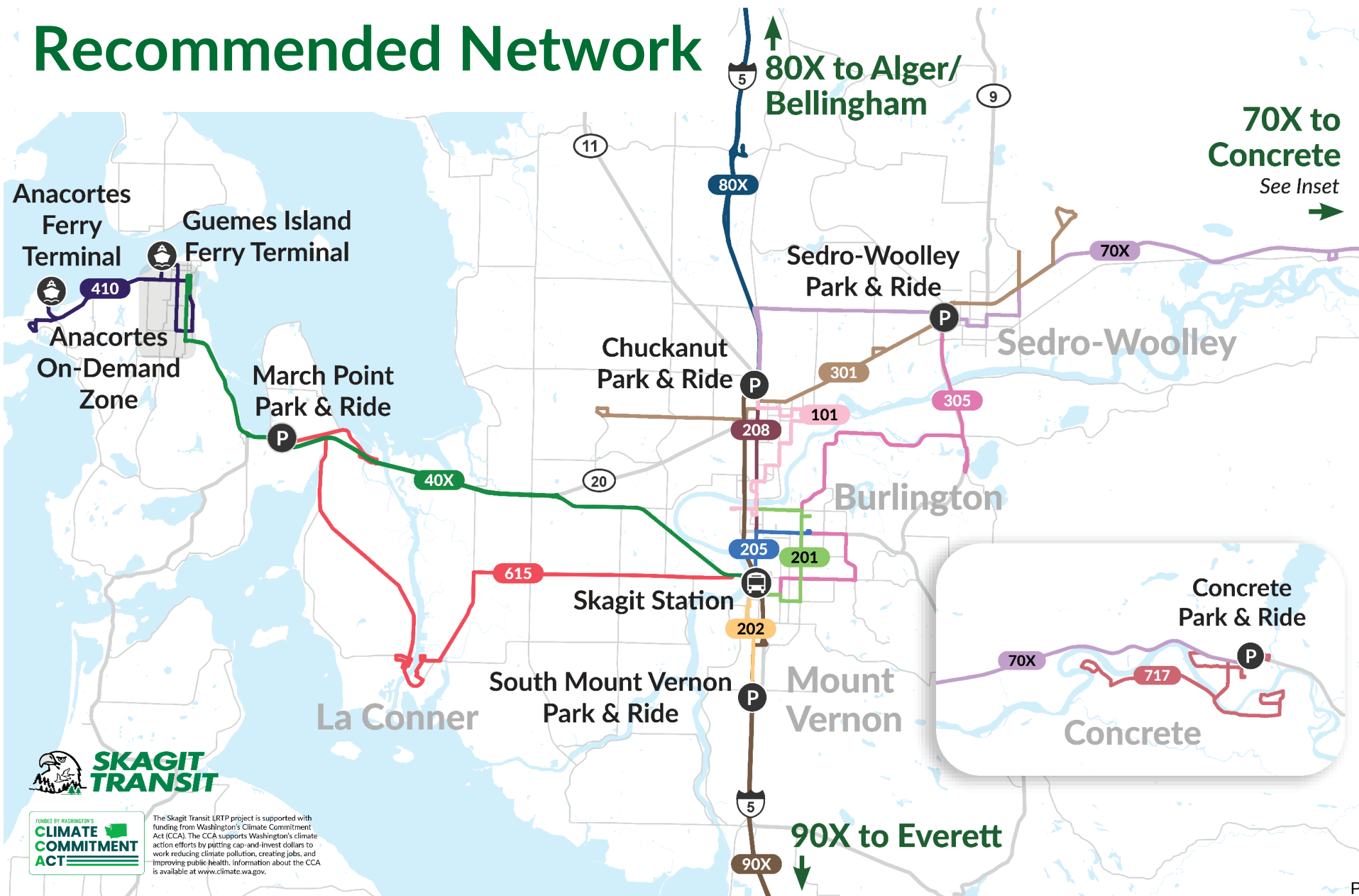
- Routes 202, 205, and 208 provide frequent and direct service along major streets
- Other local routes are indirect and/or infrequent

Route	Frequency
101	60
202	30
204	60
205	30
206	30
207	60
208	30





Recommended Network



The Skagit Transit LRTP project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.



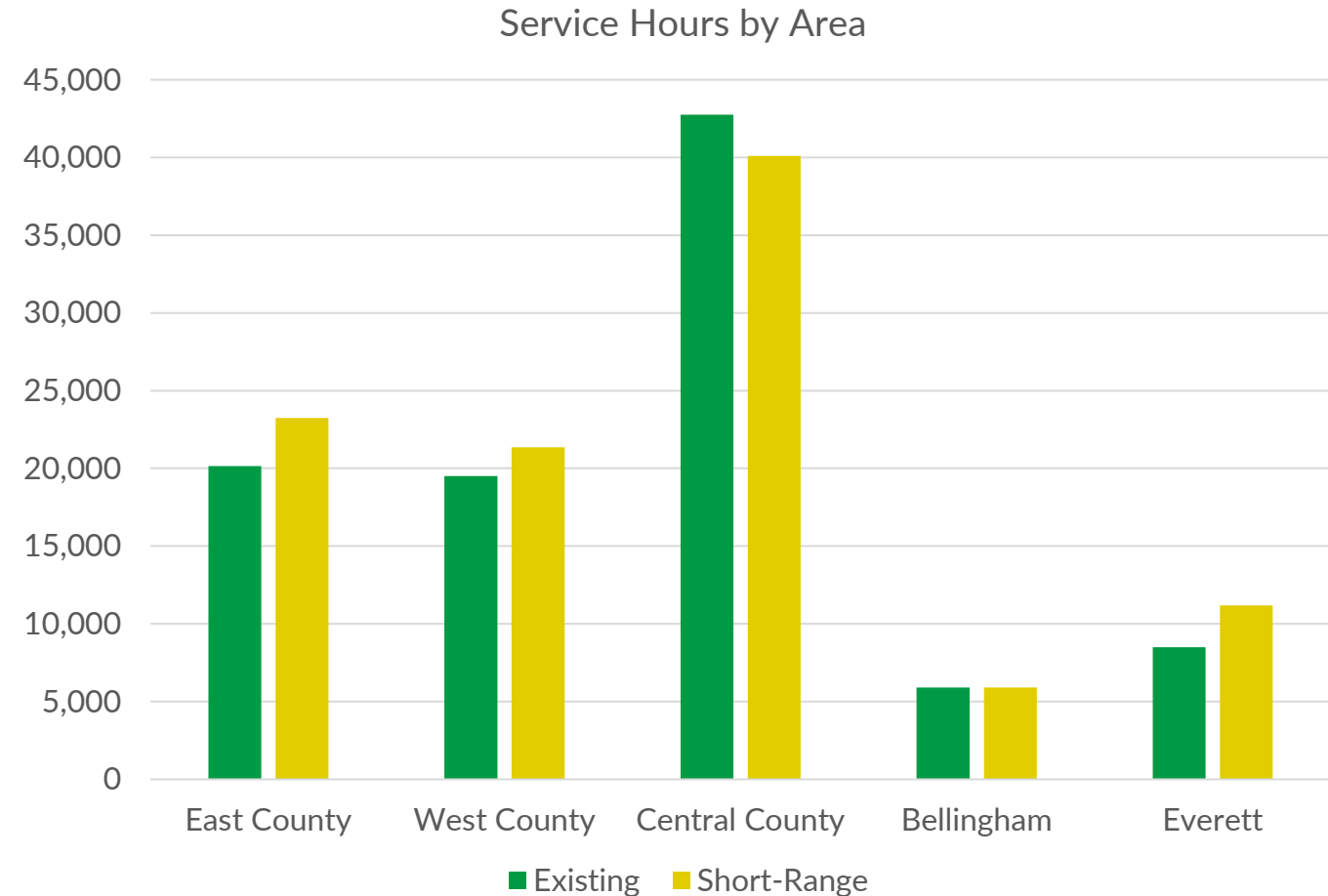
Improvements and Consolidated/ Discontinued Routes

New Service	Significant Change	Minor Change	No Change	Discontinued Route
201 Mount Vernon	40X Mount Vernon / Anacortes	70X Sedro-Wooley / Concrete	205 Mount Vernon	204 Mount Vernon
Anacortes On-Demand Zone	101 Burlington	80X Bellingham Connect	208 Mount Vernon	206 Mount Vernon
	301 Sedro-Wooley	90X Everett Connect	615 La Conner	207 Mount Vernon
	305 Clear Lake	202 South Mount Vernon	717 Concrete	300 Sedro-Wooley
	410 Anacortes			409 Anacortes
				513 Burlington / Anacortes

Several segments of discontinued routes integrated into other routes

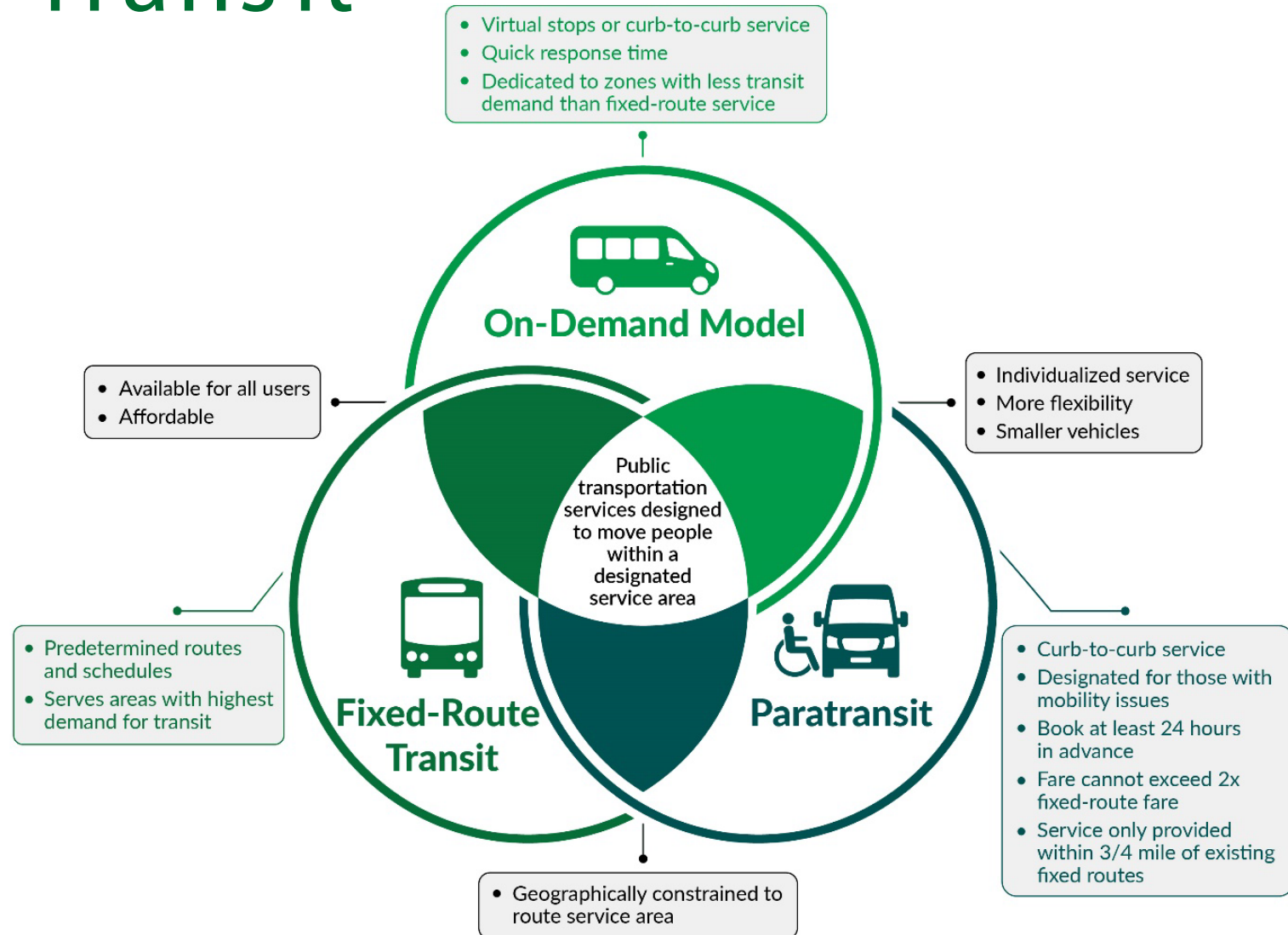
Short-Range Route Recommendations

- Comparable levels of service across all areas of the County and regional connections
- Route adjustments continue to serve the same communities



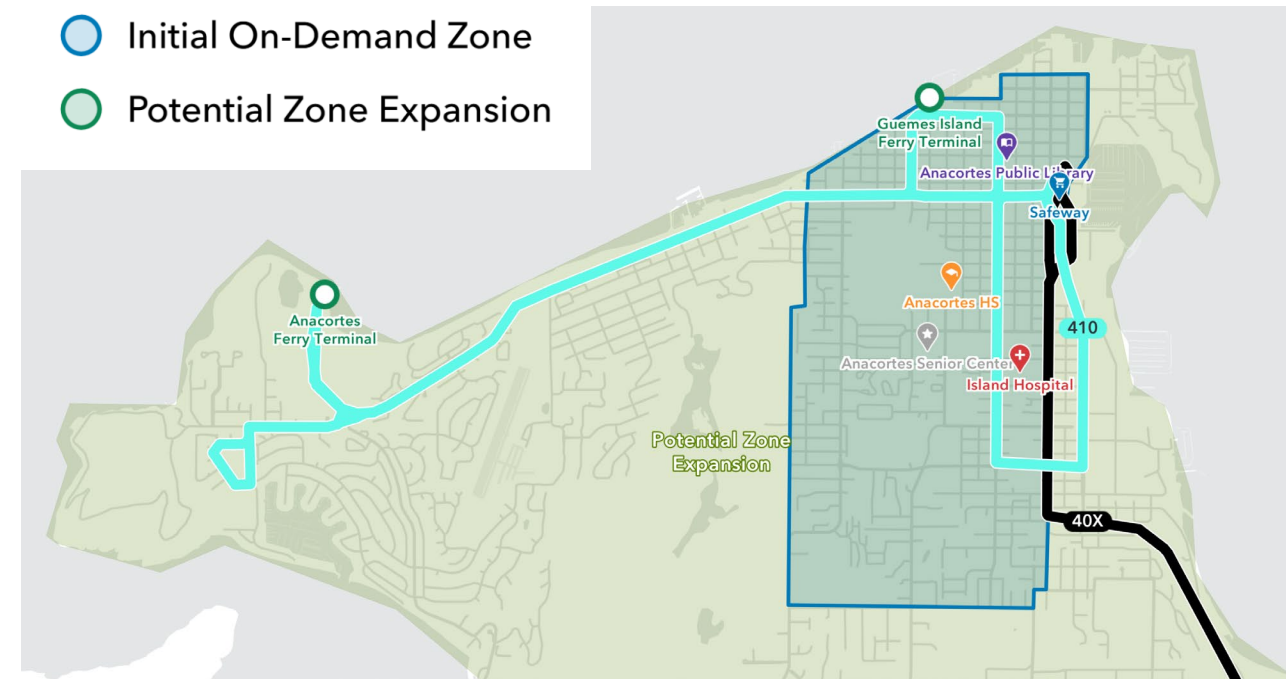
On-Demand Transit

- Fills gaps between fixed-route and paratransit services
- Ability to get point-to-point rides within a service zone
- Accessible vehicles dispatched by app or phone



On-Demand Transit

- Evaluated 5 potential areas
 - Anacortes
 - Bow/Edison
 - Burlington
 - Mount Vernon
 - Sedro-Woolley
- Anacortes emerged as the top candidate based on demographics, density, and pedestrian constraints
- With pilot funding, could start service relatively quickly



Other Investments

- Passenger and Operator Facilities
- Bus Stops
- Fleet Replacement and Expansion
- Transit Access and Integration



Implementation Timeline

Short-Range

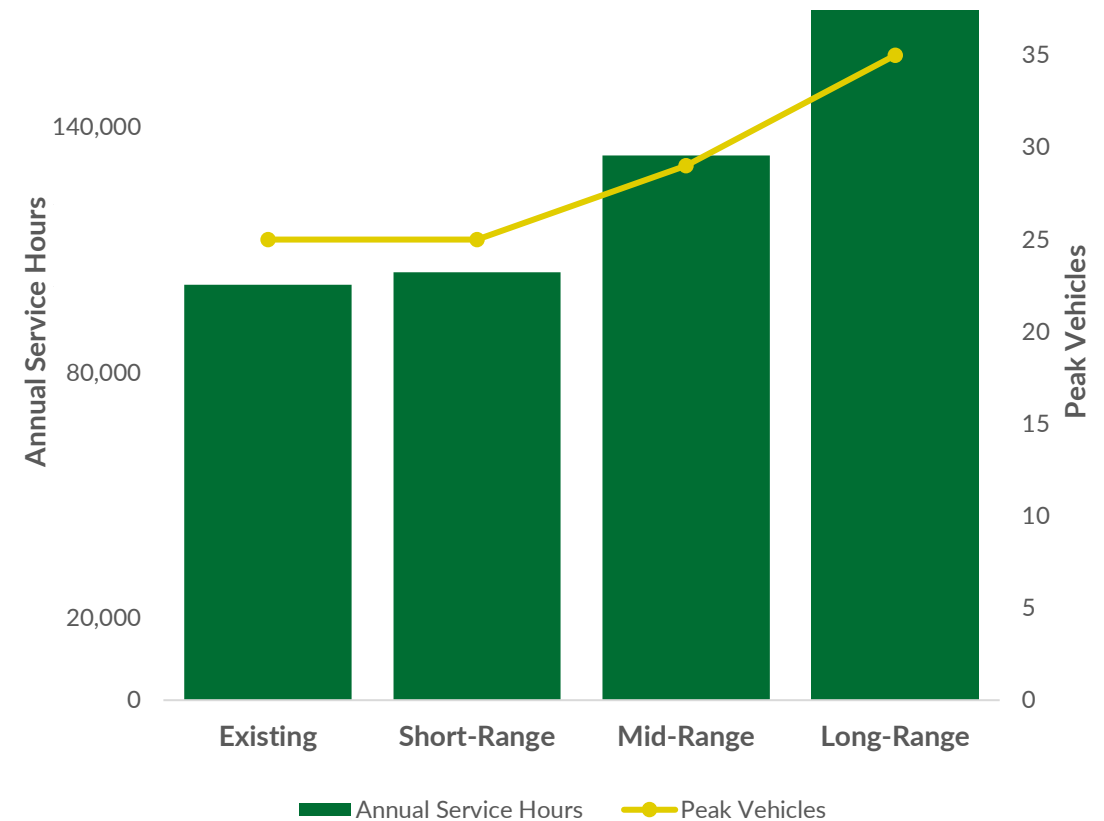
- Update routes and schedules
- Pilot on-demand in Anacortes*

Mid-Range

- Upgrade capital facilities*
- Expand service (frequency/span)*
- Refine on-demand service

Long-Range

- Expand service (frequency/span)*
- Improve access to transit
- Explore new service opportunities



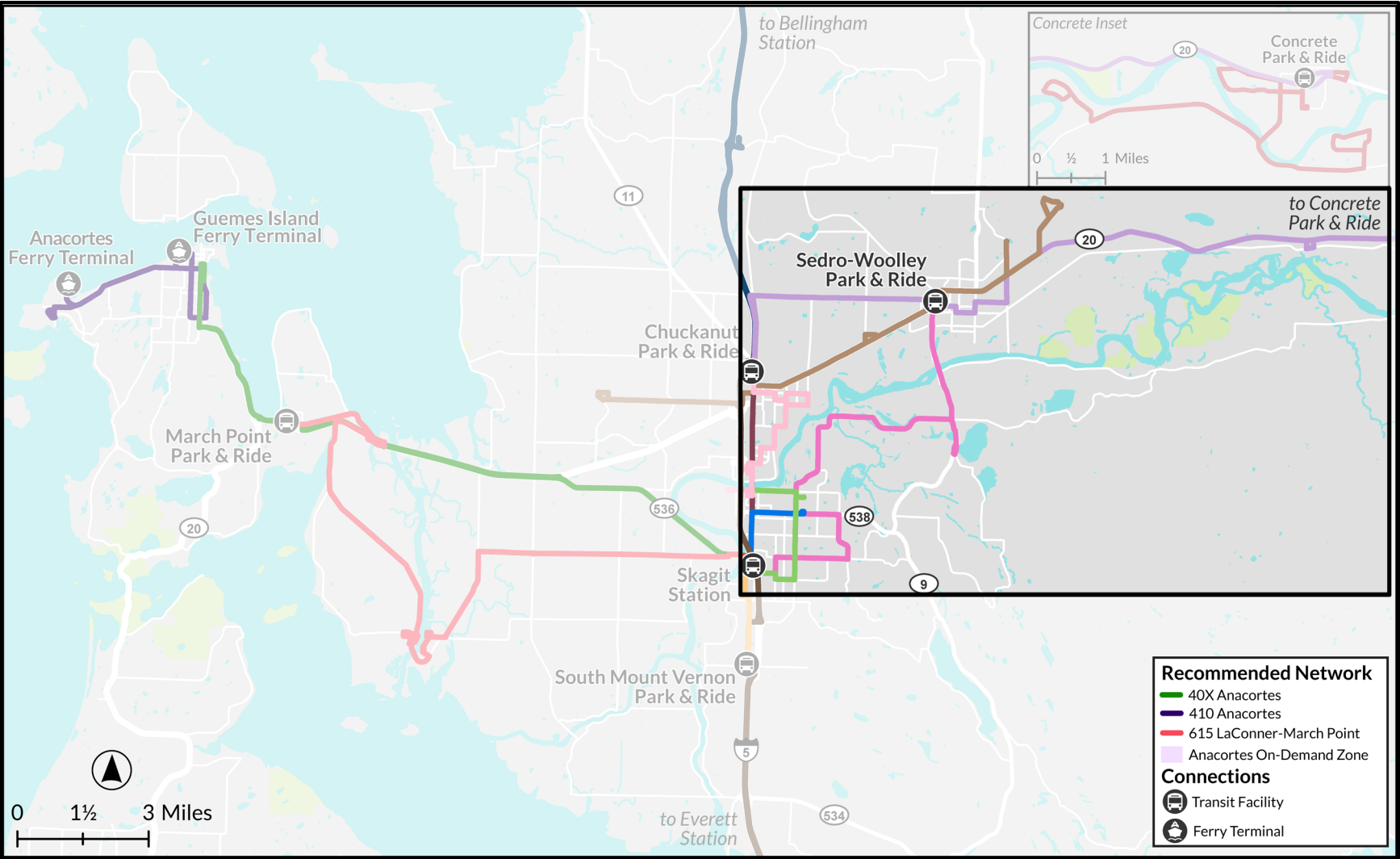
* = Additional resources needed for implementation



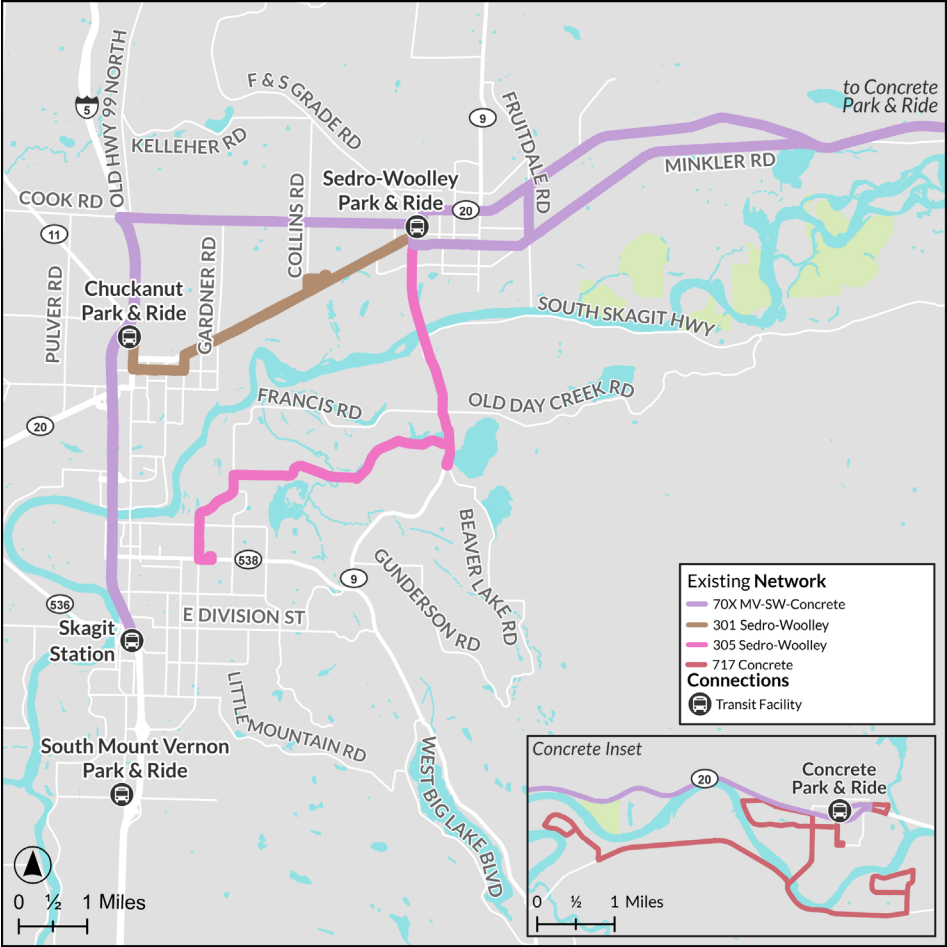
Route Recommendations



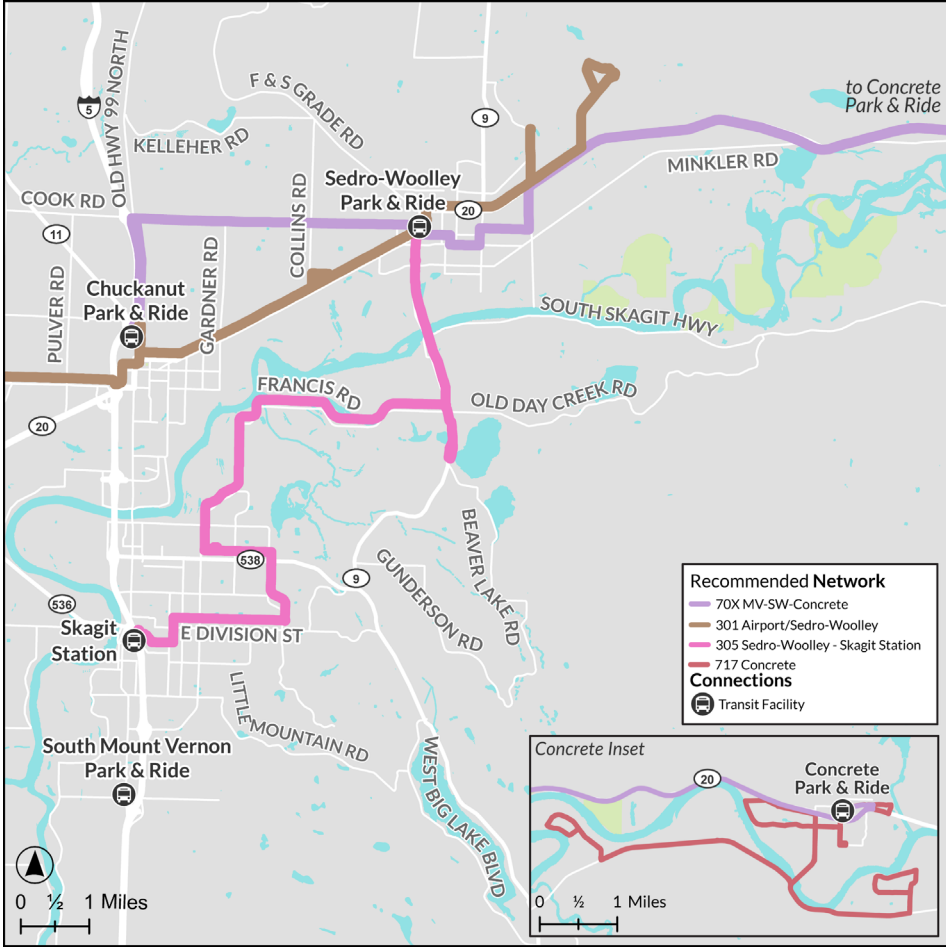
East County



Existing

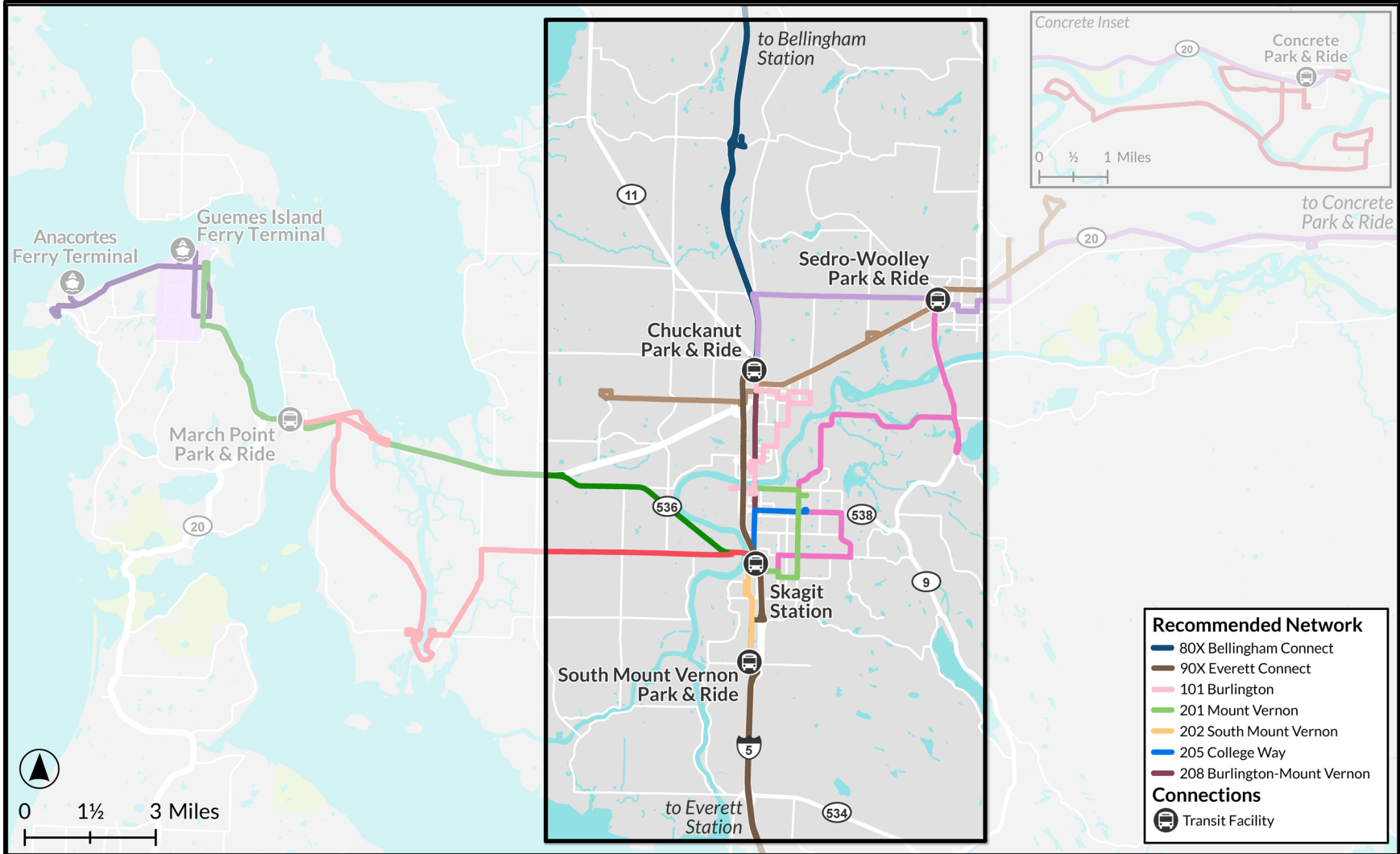


Recommended

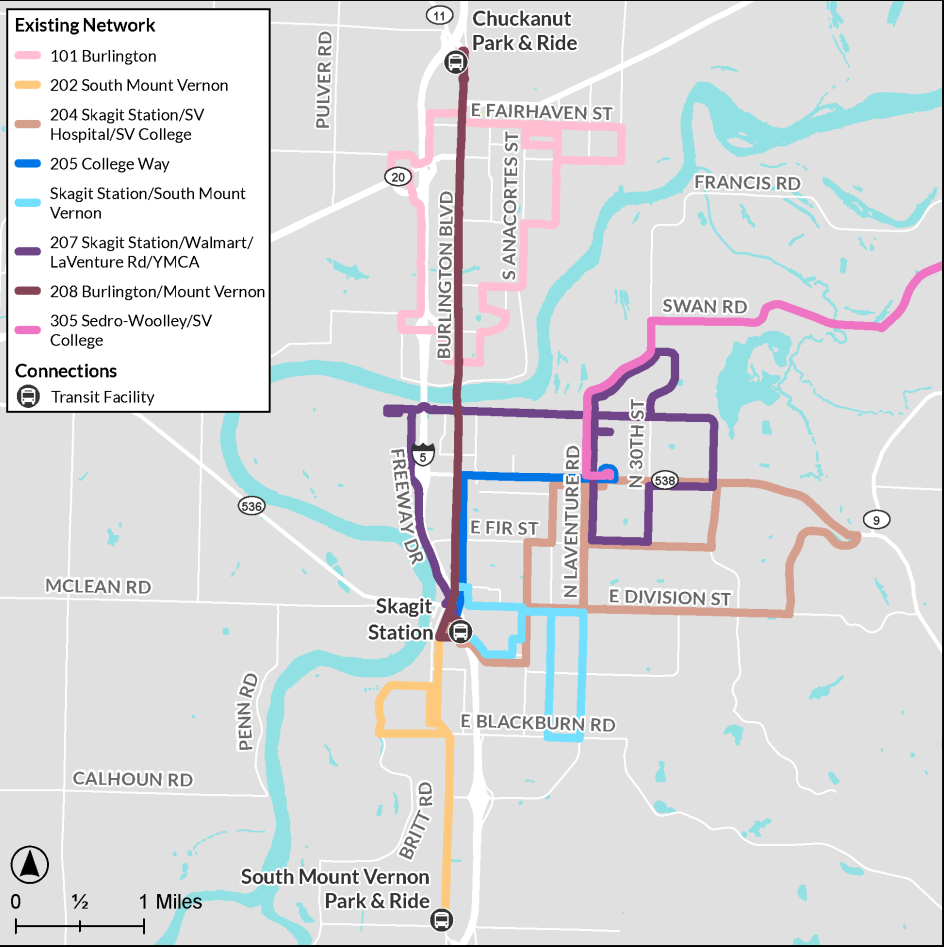




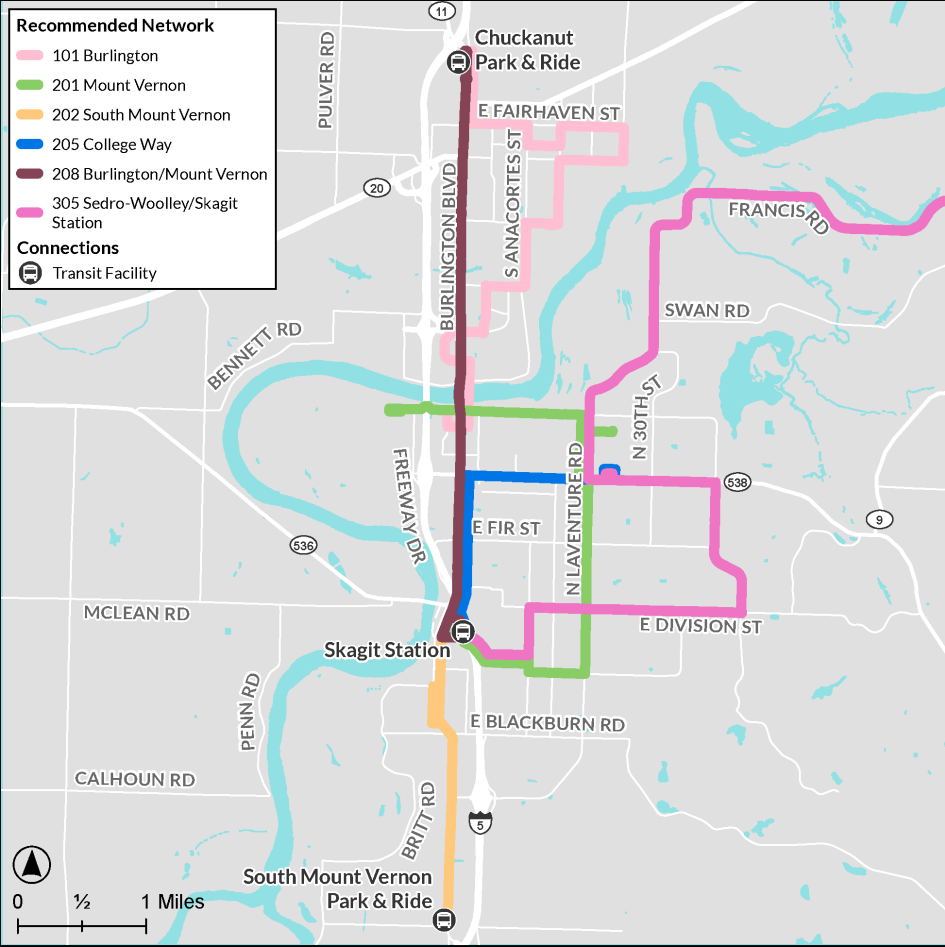
Central County



Existing

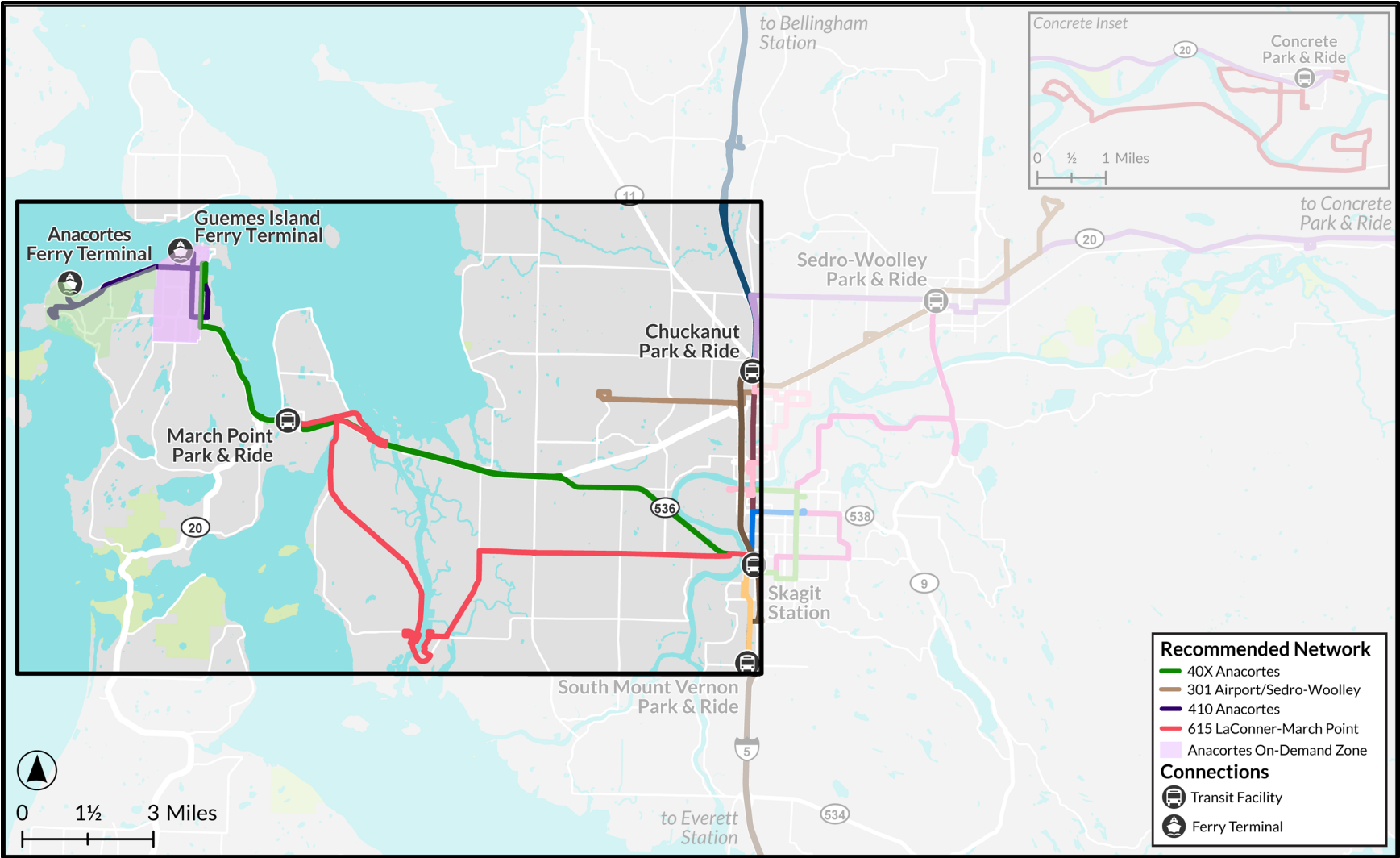


Recommended

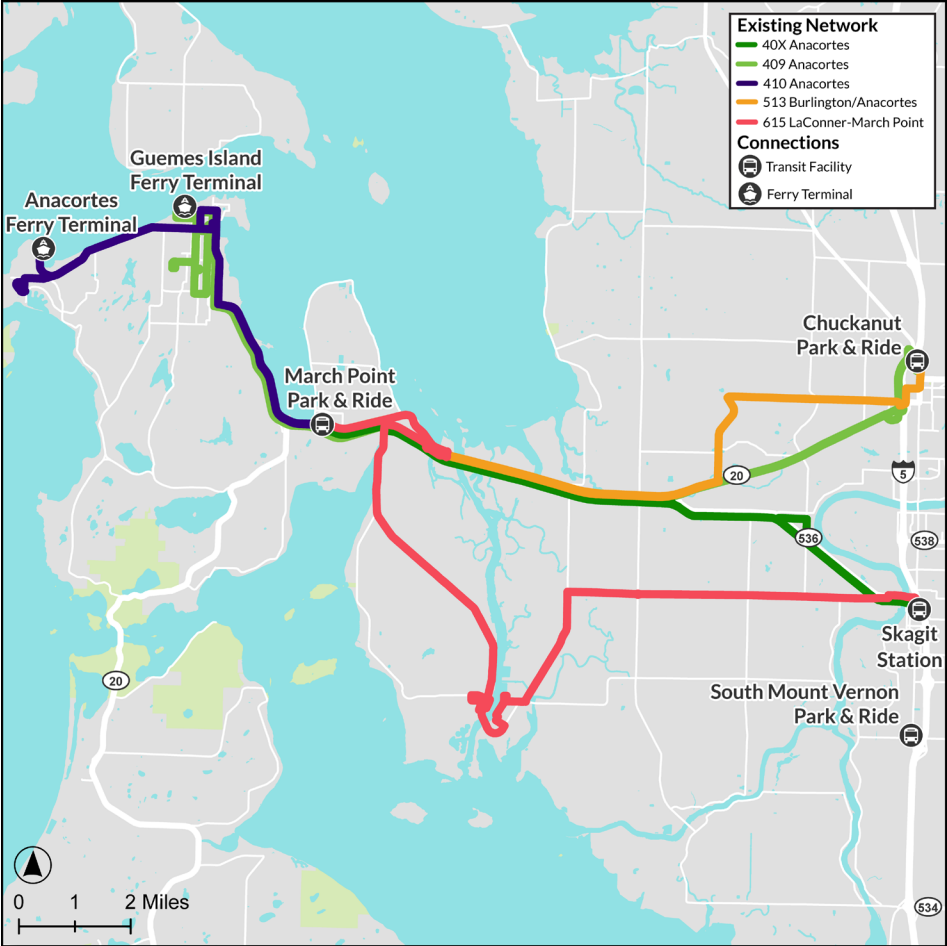




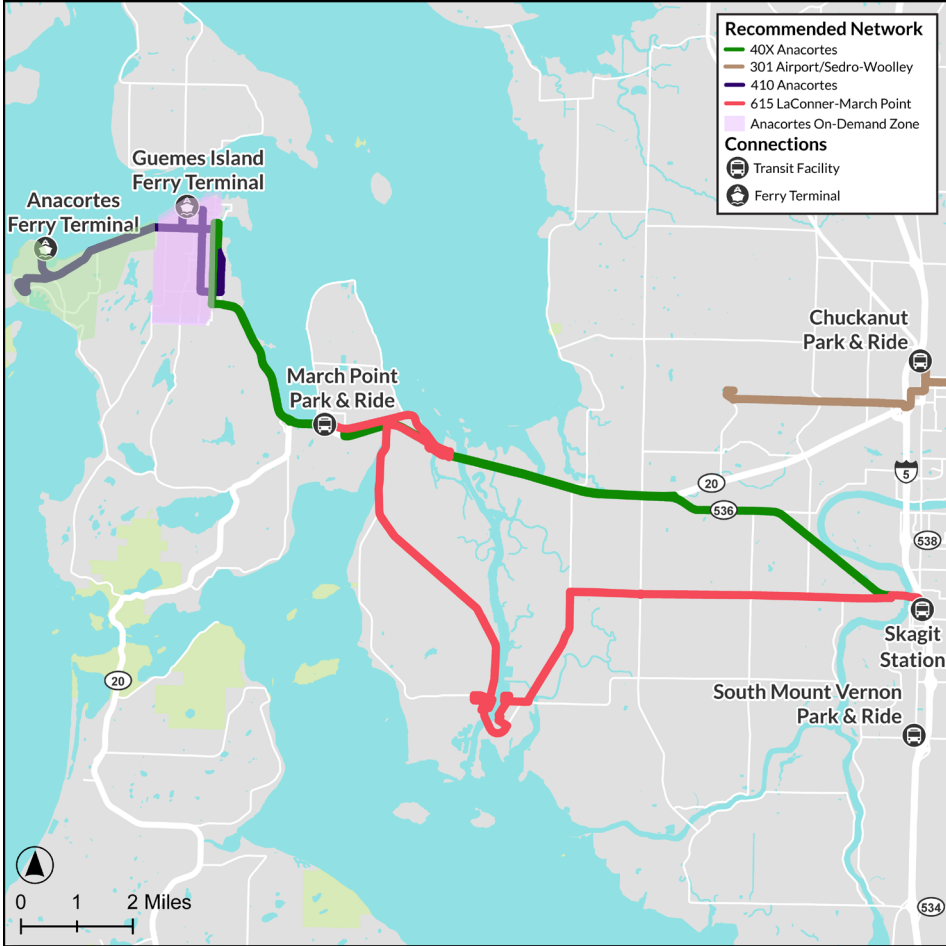
West County



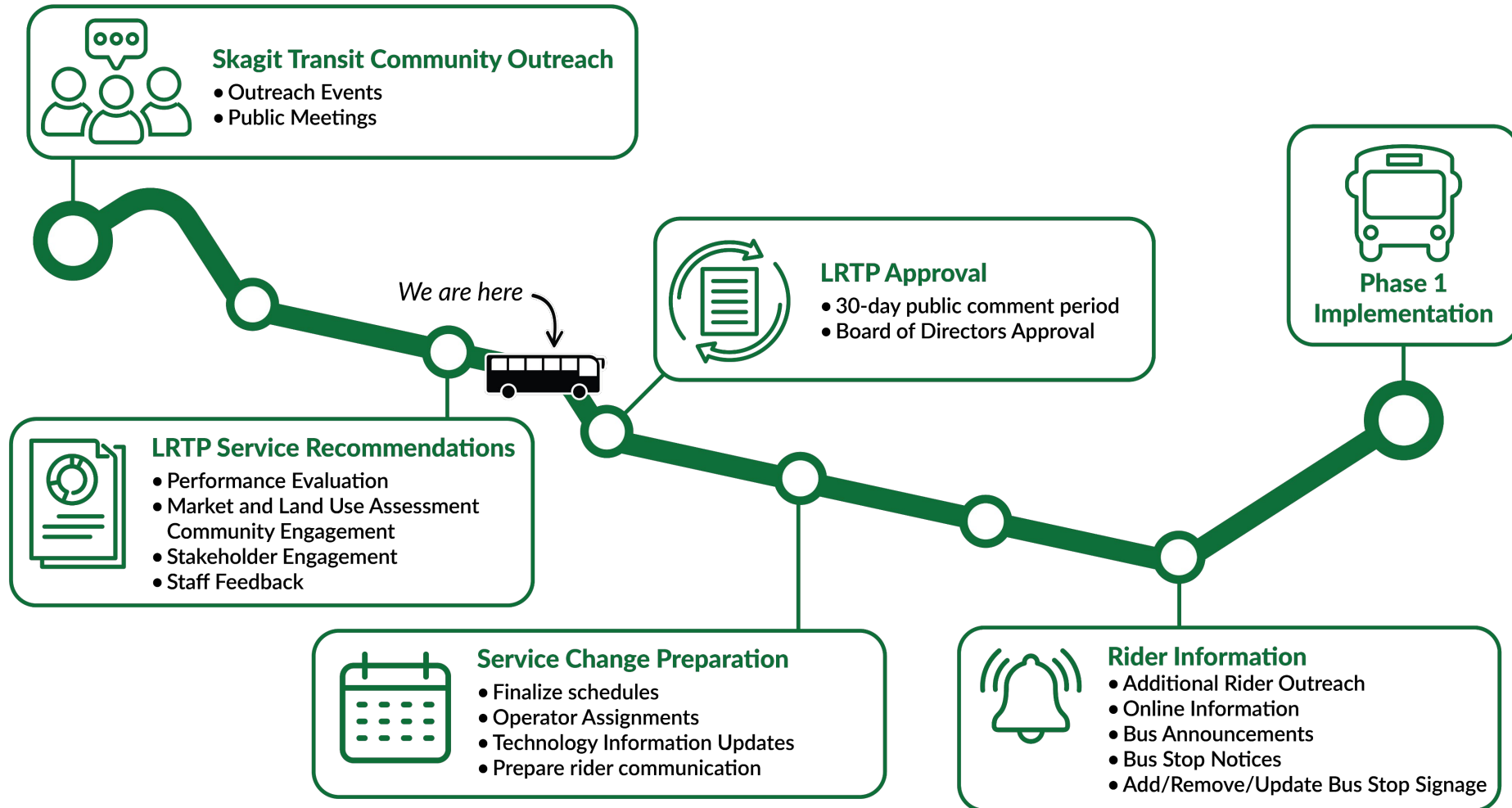
Existing

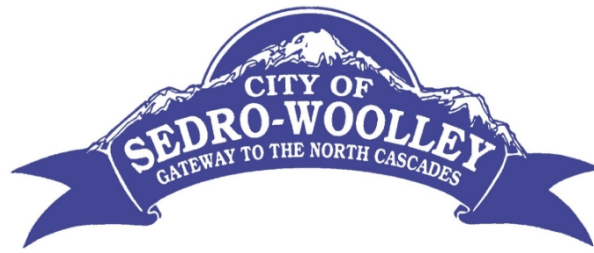


Recommended



Next Steps





City Council Agenda Item

Agenda Item No.: m.1.

Date: April 9, 2025

From: Ashton Sandoval Oaks, Assistant Planner

Subject: Amendments to Title 17 SWMC Off-Street Parking and Loading - Ordinance 2096-25 - 1st Read

RECOMMENDED ACTION:

First read, discussion only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Proposed Ordinance 2096-25 (**Attachment 1**) is intended to balance the off-street parking concerns expressed by the community with parking regulations recently approved by the state legislature (SB 6015; included herein as **Attachment 2**). These amendments affect off-street residential parking, visitor parking, off-street loading, and the location of parking regulations within the municipal code. A public hearing for this item was held on February 18, 2025, during the regularly scheduled Planning Commission meeting. Environmental review of this proposed ordinance was completed and a SEPA Determination of Non-Significance was issued on March 7, 2025 (included herein as **Attachment 3**)

At the June 26, 2024 City Council meeting, staff presented amendments to Title 17 SWMC to address Work/Live units for adoption by City Council. At this meeting, Councilmembers expressed concerns regarding an insufficient amount of off-street parking for residential uses, including Work/Live and multifamily dwelling units. Currently, Title 17 SWMC regulates the minimum required off-street parking for residential uses.

As the cost of housing continues to rise, some families may choose to relocate themselves into smaller, more affordable dwelling units that may possess an insufficient amount of off-street parking for the size of the household residing in the dwelling. To combat excessive parking in the public right-of-way, the proposed amendments (included herein as **Attachment 4**) are intended to create a scaled approach to the required amount of residential off-street parking, determined according to dwelling unit type and bedroom count. City Councilmembers and concerned citizens alike have also noted a lack of visitor parking for multifamily structures. A minimum visitor parking requirement has been incorporated into the draft amendment for these structures.

Despite the lack of parking that is perceived in Sedro-Woolley, parking minimums are continually being

reduced or outright eliminated across the country for the purpose of allowing more buildable land capacity for affordable housing, among other reasons. To ensure parking does not reduce buildable land capacity nor dominate those areas of Sedro-Woolley that are designed for their small-town character and walkable nature, parking maximums are proposed only for residential uses in the Central Business District (CBD) and Urban Village Mixed-Use (UVMU) Overlay Zone. These proposed amendments to Title 17 will ensure that sufficient parking is provided for all residential uses without detriment to the historic character of the city, adjacent properties, and surrounding uses.

The *Planning Commission Findings of Fact, Conclusions and Recommendation (Attachment 5)* includes the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions, and recommendations.

The proposed amendments are also supported by and implement the following purpose, goals, and policies from the Sedro-Woolley Comprehensive Plan and City of Sedro-Woolley Complete Streets Policy (City Council Resolution 952-17):

Urban Village Mixed-Use Overlay Subarea Plan (appendix C of Land Use Element, 2016 Comprehensive Plan)

Purpose: The UVMU will provide for more efficient use of resources providing for a mixed-use site plan to include [...] walkability, convenience, [...] and reduced dependence on motorized vehicles.

Goal UVMU2: Encourage commerce by creating a pedestrian-friendly environment that accommodates shoppers, employees and residents.

Transportation Element (2016 Comprehensive Plan)

Goal T3: To benefit social wellbeing and economic development through street design.

Policy T3.7: Provide accessible on-street parking for residential development. Provide off-street parking for multi-family residential development consistent with proposed density.

Goal T4: To encourage alternate modes of transportation in accordance with the principals outlined in the City's adopted Complete Streets Resolution 952-17 and SWMC Chapter 15.040.030.

City of Sedro-Woolley Complete Streets Policy (City Council Resolution 952-17)

Policy: The City will plan for, design, construct, operate, and maintain an appropriate and integrated transportation system that will meet the needs of motorist[s], pedestrian[s], bicyclists, wheelchair users, transit vehicles and riders, freight haulers, emergency responders, and residents of all ages and abilities.

FISCAL IMPACT, IF APPROPRIATE:

None anticipated.

ATTACHMENTS:

1. Draft 3 - Ordinance 2096-25 - Parking Standards Update (4-2-25)
2. SB 6015
3. SEPA DNS - Parking Standards Update (issued 3-7-25)
4. Draft Amendments 7 (4-2-25)
5. PC Findings and Recommendation - Parking Standards Update

ORDINANCE NO. 2096-25

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO TITLE 17 SWMC TO UPDATE OFF- STREET PARKING AND LOADING REGULATIONS

WHEREAS, currently, Title 17 SWMC establishes off-street parking and loading requirements for development within the city, organized by use and zoning classification across several chapters; and

WHEREAS, the City Council and the general public have similarly reported insufficient parking for several multifamily developments; and

WHEREAS, the cost of housing is continually rising in our region, and consequently, larger households may opt for smaller dwelling units that possess inadequate parking for the amount of vehicles owned by the household; and

WHEREAS, in an effort to reduce the cost of housing in the region, several cities in Washington State have elected to eliminate parking regulations outright. The intent of removing these restrictions is to increase buildable land capacity, thus increasing the supply of housing and reducing demand and cost. It is assumed that private developers will still provide parking to ensure their units are marketable; and

WHEREAS, to ensure parking does not degrade the buildable land capacity in Sedro-Woolley, the following municipal code amendments include parking stall maximums for residential uses within the Urban Village Mixed-Use (UVMU) overlay zone and the Central Business District (CBD) zone; and

WHEREAS, to strike a palatable balance between the efforts of the Washington State legislature and cities in our region with the values of the City Council and community at-large, the Planning Commission and Community Development Department staff recommend a scaled approach to minimum residential parking to ensure adequate parking is provided for every dwelling unit without excessively limiting buildable land for housing; and

WHEREAS, the Planning Commission and Community Development Department staff have also proposed amended provisions for visitor parking, off-street loading, and shared parking agreements (cooperative provisions), as well as consolidated all parking regulations into Chapter 17.36 SWMC; and

WHEREAS, in accordance with the Sedro-Woolley Consolidated Planning Procedures, the Planning Commission held public meetings and reviewed the draft amendments at the September 17, 2024; October 15, 2024; November 19, 2024; January 21, 2025; and February 18, 2025, Planning Commission meetings; and

WHEREAS, the Planning Commission held a public hearing on this matter during the February 18, 2025, meeting. At the meeting, the Commission reviewed the draft amendments, and, following a public hearing, passed a motion to recommend approval of the draft amendments presented at the February 18, 2025, Planning Commission meeting to City Council, with the following conditions: (1) Correct the definition for “Central Business District Core” in Section 17.04.030 SWMC to read as follows: “ ‘Central Business District Core’ means that area bounded to the north by the Cascade Trail, to the east by Puget Avenue / Fourth Avenue, to the south by the alley between State and Warner Streets, and to the west by the railroad right-of-way [...]”; (2) Define “loading facility” in Section 17.04.030 SWMC; (3) Revise proposed Subsection 17.36.030(C)(4)(b) SWMC to read as follows: “Eleven or more new residential units

are constructed, in which case the parking requirements in the table above shall apply”; and (4) Strike proposed Subsection 17.36.050 (E). The motion to recommend approval with the aforementioned conditions carried 7 – 0; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on March 3, 2025. A 15-day expedited review was requested and granted by Commerce. The comment period ended March 17, 2025; and

WHEREAS, Community Development Department Staff received one comment letter on March 17, 2025, from the Washington Department of Commerce regarding the recommended amendments. Community Development Department Staff reviewed the concerns raised in the letters and responded to the agency feedback, proposing changes under the scope of this Ordinance that would address said concerns. The proposed changes were implemented to ensure alignment with the recommendations of the Washington Department of Commerce while maintaining the City’s objectives; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued March 7, 2025; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety, and welfare of the citizens of the City of Sedro-Woolley; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance; now, therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Title 17 SWMC are hereby amended as follows:

Title 17
ZONING

Chapters:

17.04 Administrative Provisions

17.06 Residential 1 Environmentally Constrained (R-1) Zone

17.08 Residential 5 (R-5) Zone

17.12 Residential 7 (R-7) Zone

17.16 Residential 15 (R-15) Zone

17.20 Mixed Commercial (MC) Zone

17.21 Urban Village Mixed-Use (UVMU) Overlay

17.22 Transitional Mixed Commercial Overlay

17.24 Central Business District (CBD) Zone

17.28 Industrial (I) Zone

17.32 Public (P) Zone

17.34 Open Space (OS) Zone

17.36 Off-street Parking and Loading

17.38 Residential Recreation Areas

17.40 Signs
17.43 Planned Residential Development (PRD)
17.44 General Regulations for All Zones
17.48 Mobile Home Parks
17.50 Landscaping
17.51 Murals
17.52 Repealed
17.56 Conditional Use Permits
17.60 Variances and Zoning Waivers
17.64 Temporary Permits
17.65 Regulations for Critical Areas
17.66 Flood Damage Prevention
17.68 Home Occupation Permits
17.72 Repealed
17.76 Repealed
17.80 Enforcement
17.84 Adult Entertainment Establishments
17.88 Essential Public Facilities
17.90 Collective Gardens
17.92 Recreational Marijuana Producers, Processors and Retailers
17.96 City of Sedro-Woolley Shoreline Master Program
17.98 Model Homes
17.100 Accessory Dwelling Units (ADUs)
17.110 Homeless Encampments at Religious Organizations

Chapter 17.04

ADMINISTRATIVE PROVISIONS

Sections:

17.04.010 Purpose.
17.04.020 Jurisdiction.
17.04.030 Definitions.
17.04.040 Administration and interpretation.
17.04.050 Nonconforming uses, structures, and lots.
17.04.060 Fees.

[...]

17.04.030 Definitions

[...]

“Building” means an enclosed structure capable of being heated. This word shall always be considered as being followed by the phrase “or portion thereof.”

“Central Business District Core” means that area bounded to the north by the Cascade Trail, to the east by Puget Avenue/Fourth Avenue, to the south by the alley between State and Warner Streets, and to the west by the railroad right-of-way. Also included in the Central Business District Core are properties zoned Central Business District that front Metcalf, Ferry, West Ferry, State, and West State Streets.

“Child day care centers” provide temporary care of children as defined by the State Department of Social and Health Services, preschool or nursery school.

[...]

“Light manufacturing” means any manufacturing activity that does not create noise, smoke, odors or any other nuisance that can be detected from outside the building.

“Loading dock” means a portion of a structure where vehicles carrying goods may load and/or unload shipments directly into the structure. A loading dock may be flush with the building envelope or completely enclosed. In residential and mixed-use developments, loading docks shall be designed to be accessible by mail carriers and couriers.

“Loading facility” means an on-site designated location designed for the loading and unloading of passengers and/or goods. This may include, but is not limited to, loading docks for shipments via truck or parking stalls designated as loading zones within a parking lot.

“Loading zone” means an off-street parking stall designated for the use of loading or unloading passengers and/or goods. Loading zones appear as a traditional parking stall but are regulated by signage that establishes a time limit and indicates the use of the parking stall for loading or unloading passengers and/or goods.

“Lot” means a contiguous quantity of land under one ownership, with fixed boundaries, which can legally be bought and sold separately from other lands.

[...]

“Ownership” means a lot or group of contiguous lots under the ownership.

“Permanent affordable housing” means housing, regardless of ownership, for which there is a legally binding, recorded document in effect that limits the price at which the owner may sell or restricts the occupancy of the unit to a qualified, low-income household, for a period of at least 40 years for a property used for shelter or rental housing, or for a period of at least 25 years for a property to be owned by a low-income household. These documents include, but are not limited to, affordability covenants, deed restrictions, and community land trust leases. Resale restrictions exercised by providers of permanently affordable housing can include, but are not limited to:

1. Continuous ownership of land by a public entity or nonprofit housing provider with a lease allowing ownership of the structure by an income-eligible household;
2. A nonpossessory interest or right in real property, such as a deed restriction, restrictive covenant, resale restriction, or other contractual agreement, that ensures affordability.

“Permitted use” means a use permitted within a zone, including uses accessory to the permitted use.

[...]

“Structure” means a stationary manmade object or part thereof erected on the ground with an intention of some permanence, excluding objects less than three feet in height.

“Townhouse” means a dwelling in a row of units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls.

“Trailer” means a device designed to be drawn by a motor vehicle and provide temporary living quarters.

[...]

Chapter 17.16 Residential-15 (R-15)

Sections:

17.16.005 Intent.

17.16.010 Use restrictions.

17.16.020 Bulk restrictions.

17.16.030 Minimum lot size requirements.

17.16.035 Zero side setbacks permitted.

17.16.040 Maximum density requirements.

17.16.050 ~~Parking for residential uses in R-15 zone.~~Repealed

17.16.060 Design review.

[...]

17.16.050 Parking for residential uses in R-15 zone.

The parking requirements for residential uses in the R-15 zone shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

In all cases, there shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street either to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet. Parking spaces counted for residential use shall not also be counted towards nonresidential parking requirements of Chapter 17.36 for other uses in this zone. (Ord. 1906-18 § 1, 2018; Ord. 1484-04 § 6 (part), 2004)

[...]

Chapter 17.20 Mixed Commercial (MC) Zone

Sections:

17.20.005 Intent.

17.20.010 Use restrictions.

17.20.020 Bulk restrictions.

17.20.030 Minimum lot size requirements.

17.20.040 Hazardous waste.

17.20.050 Design review.

17.20.060 ~~Parking for residential uses in the MC zone.~~Repealed

[...]

17.20.060 ~~Parking for residential uses in the MC zone.~~

The parking requirements for residential uses in the MC zone shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

~~Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone. (Ord. 1484-04 § 7 (part), 2004)~~

Chapter 17.21 Urban Village Mixed-Use (UVMU) Overlay

Sections:

17.21.005 Intent.

17.21.010 Applicability.

17.21.015 Definitions.

17.21.020 Use restrictions.

17.21.025 Bulk restrictions.

17.21.030 Minimum lot size requirements.

17.21.040 Maximum density requirements and mixed uses.

17.21.050 Open space.

17.21.060 Building height.

17.21.065 Design standards.

17.21.070 Hazardous waste.

17.21.080 ~~Parking—General.~~Repealed

17.21.085 ~~Parking for commercial uses in the urban village mixed-use zone.~~Repealed

17.21.090 ~~Parking for residential uses in the urban village mixed-use zone.~~Repealed

17.21.100 Integrated site plan.

17.21.110 Integration with Brickyard Creek.

[...]

17.21.080 Parking—General.

~~A.—Intent. The intent of the UVMU overlay is to encourage commerce by creating a pedestrian-friendly environment that accommodates both shoppers and its residents. Providing adequate parking without creating large expanses of parking lots in front of commercial businesses is key to the success of the UVMU overlay.~~

~~The creation of a mixed-use parking district shall be encouraged. Parking may be constructed and maintained for motor vehicles, bicycles or other non-motorized transportation, lease parking and/or other parking that promotes alternatives to driving single-occupant motor vehicles. New development may utilize a shared parking arrangement subject to review and approval by the planning director.~~

~~Partially underground parking structures are encouraged with either landscape or constructed buffers to minimize visual impacts of parking. The Sedro-Woolley design standards and guidelines apply to location and design of parking lots.~~

~~Private driveways, garages and garage entrances shall be at rear and side of buildings; unless deemed unfeasible by civil engineer or planning director.~~

~~The city may enter into a developer agreement (or similar binding agreement) and collect in-lieu fees to develop and manage a mixed-use parking district.~~

~~B.—Off street parking shall be provided for residential dwellings, commercial and retail uses in the UVMU overlay. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)~~

17.21.085 Parking for commercial uses in the urban village mixed-use zone.

~~Subject to any shared parking as approved under Section 17.21.080, parking shall be provided as follows: A minimum of one parking space per three hundred square feet of gross commercial floor area shall be provided. If more than fifty percent of the gross floor area of the first floor is used as commercial area, then only one parking space per six hundred square feet shall be required for the commercial space in excess of fifty percent of the gross first floor commercial space. Parking for commercial uses shall be provided in addition to residential parking requirements. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)~~

~~17.21.090 Parking for residential uses in the urban village mixed use zone.~~

Subject to any shared parking as approved under Section 17.21.080, parking shall be provided as follows:

Table 17.21.090(1)	
Townhouse:	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms
Apartment or condominium:	
Studio	1.2 per dwelling unit
One bedroom	1.5 per dwelling unit
Two bedroom	1.7 per dwelling unit
Three bedroom or larger	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms

(Ord. ~~1931-19~~ § 2 (Exh. A) (part), 2019)

[...]

Chapter 17.22 Transitional Mixed Commercial Overlay

Sections:

17.22.005 Intent.

17.22.010 Use restrictions.

17.22.020 Bulk restrictions.

17.22.030 Minimum lot size requirements.

17.22.040 Hazardous waste.

17.22.050 Design review.

17.22.060 ~~Parking for residential uses in the MC zone.~~Repealed

[...]

17.22.060 Parking for residential uses in the MC zone.

The parking requirements for residential uses in the MC zone shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces

Visitor/overflow spaces	1 additional space per 8 units
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Parking spaces counted for residential use shall not also be counted towards nonresidential parking requirements of Chapter 17.36 for this overlay. (Ord. 1664-10 § 2 (Exh. F))

Chapter 17.24 Central Business District (CBD) Zone

Sections:

17.24.010 Use restrictions.

17.24.020 Bulk restrictions.

17.24.030 Minimum lot size requirements.

17.24.040 Hazardous waste.

17.24.050 ~~Parking.~~Repealed

[...]

17.24.050 ~~Parking.~~

~~A.—Intent. To encourage the creation of a downtown parking district administered by the city. It would be authorized to collect in-lieu parking fees from new residential uses downtown and use that revenue, with any other revenue it generates, to manage a downtown parking district. The district may construct and maintain downtown parking for motor vehicles and bikes, lease parking, or otherwise monitor the provision of adequate parking and/or promotion of alternatives to driving.~~

~~B.—The goal of the central business district is to create a pedestrian friendly environment and to encourage commerce. Parking requirements in the downtown shall be as follows:~~

~~1.—Except for new construction as described in subsection (B)(2) of this section, parking for new buildings in the central business district shall be provided as follows:~~

Tier 1	New buildings with: • 10 or fewer residential units • 4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Commercial uses: standard off-street parking per Chapter <u>17.36</u>. Public uses: no off-street parking required.
Tier 2	New buildings with: • 11 or more residential units • More than 4,000 square feet of commercial space	Residential units associated with commercial/retail use: reduced off-street parking. Commercial uses: standard off-street parking per Chapter <u>17.36</u>. Public uses: no off-street parking required.

~~2.—Parking for new buildings located within the area bounded on the north and west by the railroad rights-of-way, on the south by the alley in between State and Warner Streets, and on the east by Puget Avenue/4th Avenue shall be provided as follows:~~

Tier 1	New buildings with: • 10 or fewer residential units • 4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Retail and restaurant uses: no off-street parking required. Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter <u>17.36</u>
Tier 2	New buildings with: • 11 or more residential units	Residential units associated with commercial/retail use: reduced off-street parking. Retail and restaurant uses: no off-street parking required.

• More than 4,000 square feet of commercial space	Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter <u>17.36</u>
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3.— Reduced residential parking standards referenced in subsections (B)(1) through (2) of this section are as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	1 space
1 bedroom	1 spaces
2 bedrooms	1.5 spaces
3 or more bedrooms	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director.

4.— New commercial or retail development may propose a shared parking arrangement to the planning director for review and approval.

5.— Parking for residential buildings that do not include commercial uses, as allowed per Section 17.24.010(A)(3), shall be accessed from the alley when an alley exists. The number of spaces required for residential buildings that do not include commercial uses shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	<u>1</u> space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director. 6.— There shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage doors for residential buildings that do not include commercial uses per Section 17.24.010(A)(3). (Ord. 1979-21 § 1 (Exh. A), 2021; Ord. 1664-10 § 2 (Exh. B) (part), 2010; Ord. 1451-03 § 6)

Chapter 17.28 Industrial (I) Zone

Sections:

17.28.005 Intent.

17.28.010 Use restrictions.

17.28.020 Bulk restrictions.

- 17.28.030 Minimum lot size requirements.**
17.28.040 Screening requirements.
17.28.050 General regulations on uses and property.
17.28.060 Design review.
17.28.070 ~~Parking for work/live units in the industrial zone.~~Repealed

[...]

17.28.070 ~~Parking for work/live units in the industrial zone.~~

The parking requirements for work/live units in the industrial zone shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls</u>
Studio	2 spaces
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 6 units

Work/live units shall provide parking per the table above for the residential use based on the number of bedrooms in the unit. Work/live units shall also provide parking spaces for the business use per the development standards in Section 17.36.030. Parking spaces counted for the residential portion of the work/live unit shall not be counted towards the parking requirements of Chapter 17.36 for the business portion. (Ord. 2046-23 § 4, 2024)

Chapter 17.36 Off-street Parking and Loading

Sections:

- 17.36.010 When required—Maintenance.**
17.36.020 Location—Restrictions.
17.36.030 Number of spaces required.
17.36.035 ~~Reductions to required parking minimums.~~
17.36.040 Development standards.
17.36.050 Loading facilities requirement.
17.36.060 Cooperative provisions.
17.36.070 Third party consents.
17.36.080 ~~Repealed.~~
17.36.090 ~~Handicapped parking~~Repealed.
17.36.092 Parking – urban village mixed-use (UVMU) overlay zone.
17.36.094 Parking – central business district (CBD) zone.

[...]

17.36.020 Location—Restrictions.

A. Off-street parking spaces required shall be located off the public right-of-way in an area with appropriate zoning, and within five hundred feet walking distance of a public entrance to the building served. Parking spaces may be located within the required setback areas except that they shall not be located within any required vision clearance triangle.

B. New retail businesses, restaurants and the first four thousand square feet of all other commercial uses located in an existing building within ~~the area bounded on the north and west by the railroad rights-of-way, on the south by the alley in between State and Warner Streets, and on the east by Puget Avenue/4th Avenue~~ the Central Business District Core as defined in 17.04.030 SWMC may use the city-owned parking lots to accommodate the parking requirements in this ~~chapter~~ Chapter. ~~and in Chapter 17.24.~~ This area is substantially developed on zero setbacks from the right-of-way, making it impractical to provide on-site parking to satisfy the purpose and intent of this chapter. ~~New buildings that contain commercial space or residential space associated with commercial space shall provide parking in accordance with the tiered parking requirements described in Section 17.24.050 and this chapter.~~ (Ord. [1979-21](#) § 1 (Exh. B), 2021; Ord. [1785-13](#) § 1, 2013; Ord. [1013](#), § 3.01.02, 1985)

17.36.030 Number of spaces required.

The number of required off-street parking spaces shall be as follows, ~~computed to the nearest whole number rounded up to the next integer:~~

- A. Housing reserved for persons ~~sixty-fifty-five~~ years of age and older: one per dwelling unit;
- B. Group homes: one per resident between the ages of sixteen and fifty-nine, inclusive, excluding persons unable to drive due to disability, plus .5 per such younger, older or disabled person; except that bed and breakfasts and similar transient guest facilities shall provide one space per transient unit plus two for the residing family;
- C. All housing other than the above, subject to any cooperative parking agreements as approved by the Community Development Director or their designee: ~~two per dwelling unit;~~

			Dwelling Unit Type															
			Studio single-family home	1-bedroom single-family home	2-bedroom single-family home	3-bedroom single-family home	4-bedroom single-family home	Studio apartment	1-bedroom apartment	2-bedroom apartment	3-bedroom apartment	4-bedroom apartment	Accessory dwelling unit	Studio or 1-bedroom duplex or triplex unit	2-bedroom (or more) duplex or triplex unit	Studio or 1-bedroom townhouse unit	2-bedroom (or more) townhouse unit	Work/live unit (Residential Parking Only)
Zone Designation	R-1	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-1 Zone										Not Required in R-1 Zone					
	R-5	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-5 Zone										Not Required in R-5 Zone					
	R-7	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	2	3	Not Permitted		
		Required Visitor Parking	Not Required in R-7 Zone										Not Required in R-7 Zone					
	R-15	Minimum Residential Parking	1.5	1.75	2	2.5	3	1.5	1.75	2	2.5	3	Not Permitted	2	3	1.75	2.5	Not Permitted
		Required Visitor Parking	Not Required in R-15 Zone					1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units		Not Required in R-15 Zone		1 stall for every 6 units	1 stall for every 3 units	
	MC	Minimum Residential Parking	Not Permitted					1.5	2	2.5	3	4	Not Permitted					
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						
	UVMU	Minimum Residential Parking	Not Permitted					1.2	1.5	1.7	2.5	3	Not Permitted			1	2 (plus 0.5 for each add'l bedroom)	Not Permitted
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units				1 stall for every 6 units	1 stall for every 3 units	

		Maximum Residential Parking		2	2.5	3	3.5	4					3	4	
	TMCO	Minimum Residential Parking	Not Permitted	1.5	2	2.5	3	4	Not Permitted						2
		Required Visitor Parking		1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	Not Required in TMCO Zone						
	CBD Reduced Parking for Mixed-Use	Minimum Residential Parking	Not Permitted	1	1	1.5	2.5	3	Not Permitted						
		Required Visitor Parking		Not Required in CBD-core Zone											
		Maximum Residential Parking		1.5	2	2.5	3	3.5							
	CBD Parking for Standalone Residential	Minimum Residential Parking	Not Permitted	1	2	2	3	4	Not Permitted	2	3	2	3	Not Permitted	
		Required Visitor Parking		1 stall per 10 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units		Not Required in CBD-fringe Zone					
		Maximum Residential Parking		2	2.5	3	3.5	4.5		3	3.5	2.5	3.5		
	I	Minimum Residential Parking	Not Permitted												2
		Required Visitor Parking													Not Required in I Zone

			Dwelling Unit Type															
			Studio single-family home	1-bedroom single-family home	2-bedroom single-family home	3-bedroom single-family home	4-bedroom single-family home	Studio apartment	1-bedroom apartment	2-bedroom apartment	3-bedroom apartment	4-bedroom apartment	Accessory dwelling unit	Studio or 1-bedroom duplex or triplex unit	2-bedroom (or more) duplex or triplex unit	Studio or 1-bedroom townhouse unit	2-bedroom (or more) townhouse unit	Work/live unit (Residential Parking Only)
Zone Designation	R-1	Minimum Residential Parking	1.5	1.75	2	2.5	3						1					
		Required Visitor Parking	Not Required in R-1 Zone					Not Permitted					Not Required in R-1 Zone	Not Permitted				
	R-5	Minimum Residential Parking	1.5	1.75	2	2.5	3						1					
		Required Visitor Parking	Not Required in R-5 Zone					Not Permitted					Not Required in R-5 Zone	Not Permitted				
	R-7	Minimum Residential Parking	1.5	1.75	2	2.5	3						1	2	3			
		Required Visitor Parking	Not Required in R-7 Zone					Not Permitted					Not Required in R-7 Zone			Not Permitted		
	R-15	Minimum Residential Parking	1.5	1.75	2	2.5	3	1.5	1.75	2	2.5	3	Not Permitted	2	3	1.75	2.5	Not Permitted
		Required Visitor Parking	Not Required in R-15 Zone					1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units		Not Required in R-15 Zone		1 stall for every 6 units	1 stall for every 3 units	
	MC	Minimum Residential Parking	Not Permitted					1.5	2	2.5	3	4	Not Permitted					
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						
	UVMU	Minimum Residential Parking	Not Permitted					1.2	1.5	1.7	2.5	3	Not Permitted			1	2 (plus 0.5 for each add'l bedroom)	Not Permitted

		Required Visitor Parking		1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units		1 stall for every 6 units	1 stall for every 3 units			
		Maximum Residential Parking		2	2.5	3	3.5	4		3	4			
	TMCO	Minimum Residential Parking	Not Permitted	1.5	2	2.5	3	4	Not Permitted				2	
		Required Visitor Parking		1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units					Not Required in TMCO Zone	
	CBD Reduced Parking for Mixed-Use	Minimum Residential Parking	Not Permitted	1	1	1.5	2.5	3	Not Permitted					
		Required Visitor Parking		Not Required in CBD-core Zone										
		Maximum Residential Parking		1.5	2	2.5	3	3.5						
	CBD Parking for Standalone Residential	Minimum Residential Parking	Not Permitted	1	2	2	3	4	Not Permitted	2	3	2	3	Not Permitted
		Required Visitor Parking		1 stall per 10 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units		Not Required in CBD-fringe Zone				
		Maximum Residential Parking		2	2.5	3	3.5	4.5		3	3.5	2.5	3.5	
	I	Minimum Residential Parking	Not Permitted										2	
		Required Visitor Parking											Not Required in I Zone	

1. When residential developments contain multiple dwelling unit types listed above, the required amount of parking shall be individually determined for each residential unit and summed in total. When the required amount of parking stalls for residential units or residential visitors is a fraction of a whole number, the required amount shall be rounded up to the next integer in all cases.
2. Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements for other uses, unless approved by the Community Development Director or their designee through a shared parking agreement or similar binding mechanism. Parking spaces counted for use of a particular dwelling unit shall not also be counted towards parking requirements for other dwelling units.
3. Work/live units shall provide parking per the table above for the residential use in the unit. Work/live units shall also provide parking spaces for the business use per the standards of this Chapter. Parking spaces counted for the residential portion of the work/live unit shall not also be counted towards the parking requirements of the business portion.
4. In the Central Business District Core, as defined in 17.04.030 SWMC, off-street parking is not required for new residential developments, with the following exceptions:
 - a. New construction is accompanied with more than four thousand square feet of commercial space as a mixed-use development, in which case the reduced parking requirements outlined in the table above shall be required; or
 - b. Eleven or more new residential units are constructed, in which case the parking requirements in the table above shall apply.
5. For the purpose of this chapter, bedroom shall be defined by the most recent edition of the International Building Code.
6. Parking for Accessory Dwelling Units (ADUs). Unless the ADU is located within one-half mile walking distance to a major transit stop, as defined in RCW 36.70A.030(25), one off-street parking stall per unit is required in addition to the off-street parking stalls required for the principal residence, regardless of lot size. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking stall for the ADU shall gain access from the alley. Parking shall be developed in accordance with the standards of this Chapter.

D. Offices (excluding health care offices) and banks: One per three hundred square feet gross floor area plus five vehicle storage spaces per drive-through window;

E. Eating and drinking establishments: one per seventy-five square feet of area open to the public, including outdoor service areas, plus additional as specified by the ~~zoning administrator~~Community Development Director or their designee for drive-through capability;

F. Low-intensity sales and service (lumber, building supplies, feed and grain, large appliances, furniture, motor vehicles, boats, machinery, dry-cleaning, sign making, shoe and clothing repair, locksmiths, photography, saw-sharpening, etc.): one per four hundred square feet of gross floor area plus additional as specified by the ~~Zoning Administrator~~Community Development Director or their designee for outdoor sales and activity areas;

G. High intensity sales and service (food, clothing, hardware, household goods, drugs, arts and crafts, auto parts, sporting goods, office equipment, books, plants, jewelry, liquor, musical instruments, barber and beauty shops, laundromats, etc.): one per two hundred fifty square feet of gross floor area open to the public;

H. Churches and funeral homes: one per four occupants at maximum design capacity;

- I. Places of public assembly other than the above (auditoriums, stadiums, halls, clubs, theaters, indoor recreation, bus stations, etc.): one per three occupants at maximum design capacity;
 - J. Hospitals and residential health care facilities: one per three beds;
 - K. Health care offices and clinics including veterinarians: six per doctor, dentist or other principal personnel;
 - L. Day care and preschool facilities: one per worker at maximum shift plus adequate loading space.
 - M. Industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage: one per 1.5 workers on maximum shift;
 - N. Open air activities, schools, plant nurseries, public utilities, outdoor recreation, ministorage, drive-through facilities (food, carwash, service stations, etc.) and all other uses not otherwise specified: to be determined by the ~~zoning administrator~~ Community Development Director or their designee.
 - O. Non-residential uses in the Urban Village Mixed-Use Overlay Zone: refer to 17.36.092 SWMC.
 - P. Non-residential uses in the Central Business District Zone: refer to 17.36.094 SWMC.
- (Ord. [1013](#) § 3.01.03, 1985)

17.36.035 Reductions to required parking minimums.

Reductions to the required minimum parking standards outlined in 17.36.030 (C) of this Chapter may be permitted by the Community Development Director or their designee if the following provisions are applicable. Reductions are only permitted for multifamily residential use. Applicants shall be limited to no more than two of the following reduction options:

- A. Public Transit Reduction. The required parking minimum may be reduced by up to 20% if the proposed development is within one-quarter mile of a public transit service that provides transportation at a frequency rate of twice per hour for twelve or more consecutive hours on a standard weekday.
- B. Reduction for Underground or Structured Parking within Multifamily Residential Development. The required parking minimum may be reduced by up to 20% if the proposed development incorporates underground or structured parking, in accordance with the following provisions:
 - 1. A parking requirement reduction for underground or structured parking shall not be granted for single-family residences, ADUs, duplex units, or triplex units;
 - 2. Underground or structured parking satisfies at least 40% of the multifamily residential development's required minimum parking after reduction; and
 - 3. A minimum of ten parking stalls shall be underground or structured.

C. Permanent Affordable Housing Reduction. The required parking minimum may be reduced by up to 20% if a proposed residential development designates at least 50% of all residential units as permanent affordable housing as defined in 17.04.030 SWMC. If sale price limitation is selected, residential developments which limit the sale of at least 50% of the units to no more than 40% fair market value are eligible for this reduction. If occupancy restriction is selected, residential developments which reserve a minimum of 50% of the units for households with incomes at 80% Area Median Income or below, according to most recent U.S. Census data, are eligible for this reduction. At the time of residential building permit application, the applicant shall submit documentation of a legally binding document indicating the selected method to be recorded with the Skagit County Auditor upon city approval.

17.36.040 Development standards.

Parking facilities provided in accordance herewith shall:

- A. Have access to a public thoroughfare, with ingress and egress designed with respect to intersections, crosswalks and traffic in general so as not to create safety hazards or impedances. Driveways connecting parking spaces to the public thoroughfare shall be at least twelve feet in width if one-way or serving less than ten parking spaces. Otherwise driveway width shall be at least twenty feet;
- B. Incorporate maneuvering room so as not to require backing out onto a public street, except that parking spaces serving single-family residences, accessory dwelling units, ~~and~~ duplexes, and triplexes may utilize a street for backing out, provided the street is not an arterial and location is at least fifty feet from all street intersections;

- C. ~~Be designed so that all vehicles are independently mobile and do not block each other; Be permitted to use a tandem parking configuration, compliant with 36.70A.622(C) RCW;~~
- D. Be surfaced with a dust-free, durable material, provided that the portion of the driveway lying within the public right-of-way shall be paved with a material matching or superior to that of the public thoroughfare. ~~Existing legal non-conforming gravel parking stalls may be permitted, up to a maximum of six parking stalls, compliant with 36.70A.622(D) RCW;~~
- E. Incorporate provision for drainage so as not to create on-site or off-site drainage problems;
- F. Incorporate adequate traffic control devices to inform users of the designed use of spaces, ingress, egress and maneuvering space. Parking spaces, if more than four, shall be separately identified by striping, wheel-stops or other such means. General use of wheel stops to prevent damage to structures and landscaping is recommended, as is lighting of larger parking lots;
- G. Provide for convenient pedestrian movement from parking spaces to building entrance, sufficiently separated from or compatible with vehicular traffic to ensure safety;
- H. Incorporate effective and attractive sight-obscuring screening if serving a nonresidential use and located in or abutting a residential zone;
- I. ~~Provide a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street whether to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet in length for all dwelling unit types.~~
- J. ~~Be in accordance with the following dimensional requirements, provided the parking stall area excludes striping, wheel stops, curbs, and other similar devices from the required minimum dimensions; provided that a maximum of thirty percent of the total required spaces may be designated for compact cars with a width of seven and one-half feet, length of fifteen feet, and correspondingly reduced maneuvering room as set out in Figures one through three of the ordinance codified in this title, on file in the office of the city clerk. (Ord. 1013 § 3.01.04, 1985)~~
1. ~~Standard parking stalls accessed at a 90-degree angle shall be no less than eight feet in width and nineteen feet in length.~~
 2. ~~The dimensions of standard parking stalls accessed at an angle not explicitly referenced in this Chapter shall be determined according to the City Engineer using the most recent edition of the Washington State Department of Transportation Standard Plan Manual.~~
 4. ~~A maximum of thirty percent of the total required spaces may be designated for compact cars, provided they are accessed at a 90-degree angle and are no less than seven and one-half feet in width and fifteen feet in length;~~
 - a. ~~Parking stalls for compact cars accessed at an angle not explicitly referenced in the Chapter are permitted, provided their dimensions are determined according to the City Engineer using the most recent edition of the Washington State Department of Transportation Standard Plan Manual.~~
- K. ~~Provide adequate accessible parking in conformance with both the most recent edition of the Americans with Disabilities Act (ADA) Standards for Accessible Design released by the U.S. Department of Justice as well as the most recent edition of the Washington State International Building Code, whichever is stricter;~~
- L. ~~Parking stalls for residential use may utilize grass block pavers, as permitted in 36.70A.622(G) RCW; and~~
- M. ~~Preserve significant trees as defined in 17.50.110 SWMC in accordance with 36.70A.622(F) RCW. For residential and mixed-use developments only, significant trees shall not be removed to accommodate minimum parking requirements. If a proposed development cannot provide adequate parking solely due to significant tree retention, the minimum parking requirement shall be reduced to preserve all significant trees.~~

17.36.050 Loading facilities requirement.

- A. Whenever a building is erected, enlarged, or its use changed, and the new use requires that deliveries be made to the building which, unless special provisions are made (such as proximity within one half mile

of a mail carrier or courier), will result in significant traffic hazard or impedance, then adequate off-street loading facilities and maneuvering space for delivery vehicles shall be provided to prevent such hazard or impedance. Special provisions are subject to approval by the Community Development Director or their designee. (Ord. [1013](#) § 3.01.05, 1985)

1. Loading facilities are not required for single-family residences, ADUs, duplex units, and triplex units.

B. Loading facilities shall be provided for multifamily residential uses in accordance with the following table:

<u>Number of Units Within a Multifamily Residential Development</u>	<u>Minimum Required Loading Facilities</u>
<u>24 or fewer units</u>	<u>No loading facility required.</u>
<u>25 – 49 units</u>	<u>1 loading facility required.</u>
<u>50 – 125 units</u>	<u>2 loading facilities required.</u>
<u>126 or more units</u>	<u>3 loading facilities required, plus 1 for every additional 100 units.</u>

C. Loading zones shall be designated parking stalls that are clearly marked as such and must display signage indicating stopping for the purpose of loading or unloading people and/or goods shall not exceed thirty minutes. Loading zone dimensions shall comply with the following:

1. Loading zones shall comply with the development standards outlined in this Chapter;
2. Loading zones may be used for residential parking during peak residential use hours, beginning at 8:00 P.M. and ending at 8:00 A.M., provided they do not exceed eight feet in width and twenty feet in length. Loading zones larger than the before-described dimensions are permitted but may not be counted towards the minimum residential parking requirements; and
3. Adequate turning clearance for loading facilities shall be provided with consideration for large vehicles and trucks. The requirements for turning clearance shall be determined according to the City Engineer or their designee.

D. Loading facilities shall be located near primary entrances as reasonably practicable. Loading facilities shall not interfere with the requirements of ADA-accessible parking as required per 17.36.040 (K) SWMC.

17.36.060 Cooperative provisions.

Parking and loading facilities may be provided cooperatively, either through private arrangements or by means of a fee-in-lieu public parking program administered by the city. ~~If the uses party to such a cooperative provision generate their peak parking demand at different times, the zoning administrator may reduce the total parking requirement from that which would be required separately to a number representative of the greatest demand likely to occur at any one time.~~

A. If the uses party to such a cooperative parking arrangement generate their peak parking demand at different times, the Community Development Director or their designee may permit parking stalls to be counted towards the minimum requirement for more than one use.

B. The amount of required parking stalls within a cooperative provision shall not be less than the minimum required amount for the use with the largest parking requirement.

(Ord. [1013](#) § 3.01.06, 1985)

[...]

17.36.090 Handicapped parking.

~~Parking spaces shall be provided for the handicapped and shall be clearly signed or marked with stenciled notation on the pavement designating such use and shall be posted with an approved handicapped parking sign directly in front of the stall. Each space shall be at least eight feet wide and shall have an adjacent~~

access aisle five feet wide minimum. Two accessible parking spaces may share a common access aisle. Van spaces shall be sixteen feet in width to include the access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 in all directions. Parking spaces shall be located closest to the handicapped accessible entrance with an accessible route provided to that entrance. Parking spaces for the handicapped shall be provided as follows:

Total Parking Provided	Minimum Number Required for the Handicapped
6—25 spaces	1 space
26—50 spaces	2 spaces
51—75 spaces	3 spaces
76—100 spaces	4 spaces
101—150 spaces	5 spaces
151—200 spaces	6 spaces
201—300 spaces	7 spaces
301—400 spaces	8 spaces
401 and over	To be arranged with the zoning administrator

(Ord. 1312-98 § 1 (part), 1998)

17.36.092 Parking – urban village mixed-use (UVMU) overlay zone.

A. Intent. The intent of the UVMU overlay is to encourage commerce by creating a pedestrian-friendly environment that accommodates both shoppers and its residents. Providing adequate parking without creating large expanses of parking lots in front of commercial businesses is key to the success of the UVMU overlay.

The creation of a mixed-use parking district shall be encouraged. Parking may be constructed and maintained for motor vehicles, bicycles or other non-motorized transportation, lease parking and/or other parking that promotes alternatives to driving single-occupant motor vehicles. New development may utilize a shared parking arrangement subject to review and approval by the Community Development Director.

Partially underground parking structures are encouraged with either landscape or constructed buffers to minimize visual impacts of parking. The Sedro-Woolley design standards and guidelines apply to location and design of parking lots.

Private driveways, garages, and garage entrances shall be at rear and side of buildings; unless deemed unfeasible by the City Engineer, Community Development Director, or their designees.

The city may enter into a developer agreement (or similar binding agreement) and collect in-lieu fees to develop and manage a mixed-use parking district.

B. Off-street parking shall be provided for residential dwellings, commercial and retail uses in the UVMU overlay. Off-street parking for residential use shall be limited with parking stall maximums to reduce automobile dependency and overexpansion of asphalt. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)

C. Subject to any shared parking agreement as approved by the Community Development Director or their designee, non-residential parking in the Urban Village Mixed-Use (UVMU) Overlay Zone shall be provided as follows:

1. A minimum of one parking space per three hundred square feet of gross commercial floor area shall be provided. If more than fifty percent of the gross floor area of the first floor is used as commercial area, then only one parking space per six hundred square feet shall be required for the commercial space in excess of fifty percent of the gross first floor commercial space.
2. Parking for commercial uses shall be provided in addition to residential parking requirements outlined in 17.36.030(C) SWMC.

D. Parking requirements for residential use in the UVMU shall be in accordance with the requirements in 17.36.030(C) SWMC.

17.36.094 Parking – central business district (CBD) zone.

A. Intent. To encourage the creation of a downtown parking district administered by the city. It would be authorized to collect in-lieu parking fees from new residential uses downtown and use that revenue, with any other revenue it generates, to manage a downtown parking district. The district may construct and maintain downtown parking for motor vehicles and bikes, lease parking, or otherwise monitor the provision of adequate parking and/or promotion of alternatives to driving.

B. The goal of the central business district is to create a pedestrian-friendly environment and to encourage commerce. Parking requirements for non-residential uses in the Central Business District shall be as follows:

<u>Location</u>	<u>Required Minimum Parking for Non-Residential Uses</u>
<u>Within the Central Business District Core</u>	<u>Retail and restaurants: No off-street parking required.</u> <u>Public Use: No off-street parking required.</u> <u>Non-residential uses not described: Refer to 17.36.030 SWMC.</u>
<u>Outside of the Central Business District Core</u>	<u>Commercial use: Refer to 17.36.030 SWMC.</u> <u>Public use: No off-street parking required.</u>

C. New commercial or retail development may propose a shared parking arrangement to the Community Development Director or their designee for review and approval, subject to the requirements in 17.36.060 SWMC.

D. Parking requirements for residential use in the CBD shall be in accordance with the requirements in 17.36.030(C) SWMC.

Chapter 17.100 Accessory Dwelling Units (ADUs)

Sections:

17.100.010 Purpose and intent.

17.100.020 Permit required.

17.100.030 Standards and criteria.

[...]

17.100.030 Standards and criteria.

[...]

J. One off-street parking space is required in addition to the off-street parking spaces required for the principal residence. Parking must be provided on the subject property, either off of an alley or on a

Ordinance No. 2096-25 Amending Title 17 “Zoning” SWMC

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

[...]

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 20____, and signed in authentication of its passage this _____ day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

CERTIFICATION OF ENROLLMENT
SUBSTITUTE SENATE BILL 6015

68th Legislature
2024 Regular Session

Passed by the Senate March 4, 2024
Yeas 28 Nays 21

President of the Senate

Passed by the House February 29, 2024
Yeas 95 Nays 1

Speaker of the House of
Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6015** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

Secretary of State
State of Washington

SUBSTITUTE SENATE BILL 6015

AS AMENDED BY THE HOUSE

Passed Legislature - 2024 Regular Session

State of Washington

68th Legislature

2024 Regular Session

By Senate Local Government, Land Use & Tribal Affairs (originally sponsored by Senators Shewmake, Kuderer, and Lillas)

READ FIRST TIME 01/31/24.

1 AN ACT Relating to parking configurations for residential uses;
2 and adding a new section to chapter 36.70A RCW.

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

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 36.70A
5 RCW to read as follows:

6 (1) Cities and counties planning under this chapter shall enforce
7 land use regulations for residential development as provided in this
8 section:

9 (a) Garages and carports may not be required as a way to meet
10 minimum parking requirements for residential development;

11 (b) Parking spaces that count towards minimum parking
12 requirements may be enclosed or unenclosed;

13 (c) Parking spaces in tandem must count towards meeting minimum
14 parking requirements at a rate of one space for every 20 linear feet
15 with any necessary provisions for turning radius. For purposes of
16 this subsection, "tandem" is defined as having two or more vehicles,
17 one in front of or behind the others with a single means of ingress
18 and egress;

19 (d) Existence of legally nonconforming gravel surfacing in
20 existing designated parking areas may not be a reason for prohibiting

1 utilization of existing space in the parking area to meet local
2 parking standards, up to a maximum of six parking spaces;

3 (e) Parking spaces may not be required to exceed eight feet by 20
4 feet, except for required parking for people with disabilities;

5 (f) Any county planning under this chapter, and any cities within
6 those counties with a population greater than 6,000, may not require
7 off-street parking as a condition of permitting a residential project
8 if compliance with tree retention would otherwise make a proposed
9 residential development or redevelopment infeasible; and

10 (g) Parking spaces that consist of grass block pavers may count
11 toward minimum parking requirements.

12 (2) Existing parking spaces that do not conform to the
13 requirements of this section by the effective date of this act are
14 not required to be modified or resized, except for compliance with
15 the Americans with disabilities act. Existing paved parking lots are
16 not required to change the size of existing parking spaces during
17 resurfacing if doing so will be more costly or require significant
18 reconfiguration of the parking space locations.

19 (3) The provisions in subsection (1) of this section do not apply
20 to portions of cities within a one-mile radius of a commercial
21 airport in Washington with at least 9,000,000 annual enplanements.

--- END ---

CITY OF SEDRO-WOOLLEY
SEPA Notice of Threshold Determination
Determination of Non-significance (DNS)

Project Description: Non-project action to amend Title 17 of the Sedro-Woolley Municipal Code to update residential off-street parking and loading regulations to apply a scaled approach to minimum parking requirements and adopt new provisions for visitor parking, loading facilities, and maximum parking requirements.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific address, non-project action.

Lead Agency, City of Sedro-Woolley: The lead agency for this proposal has determined that this non-project action does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required for this non-project action under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than **4:30 PM on March 21, 2025**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Planning Department at (360) 855-0771 or electronically at asandovaloaks@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

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

Contact Person: Ashton Sandoval Oaks, Assistant Planner

Address: NA, non-project action

Date of Issue: March 7, 2025

Signature:



Tom Glover, Community Development Director

Chapter 17.04

ADMINISTRATIVE PROVISIONS

Sections:

[17.04.010 Purpose.](#)

[17.04.020 Jurisdiction.](#)

[17.04.030 Definitions.](#)

[17.04.040 Administration and interpretation.](#)

[17.04.050 Nonconforming uses, structures, and lots.](#)

[17.04.060 Fees.](#)

[...]

17.04.030 Definitions.

[...]

“Building” means an enclosed structure capable of being heated. This word shall always be considered as being followed by the phrase “or portion thereof.”

“Central Business District Core” means that area bounded to the north by the Cascade Trail, to the east by Puget Avenue/Fourth Avenue, to the south by the alley between State and Warner Streets, and to the west by the railroad right-of-way. Also included in the Central Business District Core are properties zoned Central Business District that front Metcalf, Ferry, West Ferry, State, and West State Streets.

“Child day care centers” provide temporary care of children as defined by the State Department of Social and Health Services, preschool or nursery school.

[...]

“Light manufacturing” means any manufacturing activity that does not create noise, smoke, odors or any other nuisance that can be detected from outside the building.

“Loading dock” means a portion of a structure where vehicles carrying goods may load and/or unload shipments directly into the structure. A loading dock may be flush with the building envelope or completely enclosed. In residential and mixed-use developments, loading docks shall be designed to be accessible by mail carriers and couriers.

“Loading facility” means an on-site designated location designed for the loading and unloading of passengers and/or goods. This may include, but is not limited to, loading docks for shipments via truck or parking stalls designated as loading zones within a parking lot.

“Loading zone” means an off-street parking stall designated for the use of loading or unloading passengers and/or goods. Loading zones appear as a traditional parking stall but are regulated by signage that establishes a time limit and indicates the use of the parking stall for loading or unloading passengers and/or goods.

“Lot” means a contiguous quantity of land under one ownership, with fixed boundaries, which can legally be bought and sold separately from other lands.

[...]

“Ownership” means a lot or group of contiguous lots under the ownership.

“Permanent affordable housing” means housing, regardless of ownership, for which there is a legally binding, recorded document in effect that limits the price at which the owner may sell or restricts the occupancy of the unit to a qualified, low-income household, for a period of at least 40 years for a property used for shelter or rental housing, or for a period of at least 25 years for a property to be owned by a low-income household. These documents include, but are not limited to, affordability covenants, deed restrictions, and community land trust leases. Resale restrictions exercised by providers of permanently affordable housing can include, but are not limited to:

1. Continuous ownership of land by a public entity or nonprofit housing provider with a lease allowing ownership of the structure by an income-eligible household;
2. A nonpossessory interest or right in real property, such as a deed restriction, restrictive covenant, resale restriction, or other contractual agreement, that ensures affordability.

“Permitted use” means a use permitted within a zone, including uses accessory to the permitted use.

[...]

“Structure” means a stationary manmade object or part thereof erected on the ground with an intention of some permanence, excluding objects less than three feet in height.

“Townhouse” means a dwelling in a row of units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls.

“Trailer” means a device designed to be drawn by a motor vehicle and provide temporary living quarters.

[...]

Chapter 17.16

RESIDENTIAL 15 (R-15) ZONE

[...]

~~17.16.050 Parking for residential uses in R-15 zone.~~

~~The parking requirements for residential uses in the R-15 zone shall be as follows:~~

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

~~In all cases, there shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street either to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet.~~

~~Parking spaces counted for residential use shall not also be counted towards nonresidential parking requirements of Chapter 17.36 for other uses in this zone. (Ord. 1906-18 § 1, 2018; Ord. 1484-04 § 6 (part), 2004)~~

[...]

Chapter 17.20

MIXED COMMERCIAL (MC) ZONE

[...]

~~17.20.060 Parking for residential uses in the MC zone.~~

~~The parking requirements for residential uses in the MC zone shall be as follows:~~

Dwelling Unit Type	Required resident parking stalls per dwelling unit
Studio	11.5 spaces
1-bedroom	2 spaces
2-bedrooms	2.2 spaces
3-bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units, 1 additional parking stall per 6 resident parking stalls or fraction thereof.

~~Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone. (Ord. 1484-04 § 7 (part), 2004)~~

Chapter 17.21

URBAN VILLAGE MIXED-USE (UVMU) OVERLAY

[...]

17.21.080 Parking—General.

~~A. Intent. The intent of the UVMU overlay is to encourage commerce by creating a pedestrian-friendly environment that accommodates both shoppers and its residents. Providing adequate parking without creating large expanses of parking lots in front of commercial businesses is key to the success of the UVMU overlay.~~

~~The creation of a mixed-use parking district shall be encouraged. Parking may be constructed and maintained for motor vehicles, bicycles or other non-motorized transportation, lease parking and/or other parking that promotes alternatives to driving single-occupant motor vehicles. New development may utilize a shared parking arrangement subject to review and approval by the planning director.~~

~~Partially underground parking structures are encouraged with either landscape or constructed buffers to minimize visual impacts of parking. The Sedro-Woolley design standards and guidelines apply to location and design of parking lots.~~

~~Private driveways, garages and garage entrances shall be at rear and side of buildings; unless deemed unfeasible by civil engineer or planning director.~~

~~The city may enter into a developer agreement (or similar binding agreement) and collect in-lieu fees to develop and manage a mixed-use parking district.~~

~~B. Off-street parking shall be provided for residential dwellings, commercial and retail uses in the UVMU overlay. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)~~

17.21.085 Parking for commercial uses in the urban village mixed-use zone.

~~Subject to any shared parking as approved under Section 17.21.080, parking shall be provided as follows: A minimum of one parking space per three hundred square feet of gross commercial floor area shall be provided. If more than fifty percent of the gross floor area of the first floor is used as commercial area, then only one parking space per six hundred square feet shall be required for the commercial space in excess of fifty percent of the gross first floor commercial space. Parking for commercial uses shall be provided in addition to residential parking requirements. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)~~

17.21.090 Parking for residential uses in the urban village mixed-use zone.

Subject to any shared parking as approved under Section 17.21.080, parking shall be provided as follows:

Table 17.21.090(1)

Townhouse:	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms
Apartment or condominium:	
Studio	1.2 per dwelling unit
One bedroom	1.5 per dwelling unit
Two bedroom	1.7 per dwelling unit
Three bedroom or larger	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms

(Ord. 1931-19 § 2 (Exh. A) (part), 2019)

[...]

Chapter 17.22

TRANSITIONAL MIXED COMMERCIAL OVERLAY

[...]

~~17.22.060 Parking for residential uses in the MC zone.~~

~~The parking requirements for residential uses in the MC zone shall be as follows:~~

Dwelling Unit Type	Required resident parking stalls per dwelling unit
Studio	11.5 spaces
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

~~Parking spaces counted for residential use shall not also be counted towards nonresidential parking requirements of Chapter 17.36 for this overlay. (Ord. 1664-10 § 2 (Exh. F))~~

Chapter 17.24

CENTRAL BUSINESS DISTRICT (CBD) ZONE

[...]

17.24.050 Parking.

A.—~~Intent. To encourage the creation of a downtown parking district administered by the city. It would be authorized to collect in-lieu parking fees from new residential uses downtown and use that revenue, with any other revenue it generates, to manage a downtown parking district. The district may construct and maintain downtown parking for motor vehicles and bikes, lease parking, or otherwise monitor the provision of adequate parking and/or promotion of alternatives to driving.~~

B.—~~The goal of the central business district is to create a pedestrian-friendly environment and to encourage commerce. Parking requirements in the downtown shall be as follows:~~

1.—~~Except for new construction as described in subsection (B)(2) of this section, parking for new buildings in the central business district shall be provided as follows:~~

Tier 1	New buildings with: •10 or fewer residential units •4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Commercial uses: standard off-street parking per Chapter 17.36. Public uses: no off-street parking required.
Tier 2	New buildings with: •11 or more residential units •More than 4,000 square feet of commercial space	Residential units associated with commercial/retail use: reduced off-street parking. Commercial uses: standard off-street parking per Chapter 17.36. Public uses: no off-street parking required.

2.—~~Parking for new buildings located within the area bounded on the north and west by the railroad rights-of-way, on the south by the alley in between State and Warner Streets, and on the east by Puget Avenue/4th Avenue shall be provided as follows:~~

Tier 1	New buildings with: •10 or fewer residential units •4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Retail and restaurant uses: no off-street parking required. Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter 17.36
Tier 2	New buildings with: •11 or more residential units	Residential units associated with commercial/retail use: reduced off-street parking. Retail and restaurant uses: no off-street parking required.

	• More than 4,000 square feet of commercial space	Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter <u>17.36</u>
--	---	--

3.—Reduced residential parking standards referenced in subsections (B)(1) through (2) of this section are as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	1 space
1 bedroom	1 spaces
2 bedrooms	1.5 spaces
3 or more bedrooms	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director.

4.—New commercial or retail development may propose a shared parking arrangement to the planning director for review and approval.

5.—Parking for residential buildings that do not include commercial uses, as allowed per Section 17.24.010(A)(3), shall be accessed from the alley when an alley exists. The number of spaces required for residential buildings that do not include commercial uses shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls per dwelling unit</u>
Studio	<u>1</u> space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director.6.—There shall be a minimum off-street

parking apron of twenty-five feet in length directly in front of all garage doors for residential buildings that do not include commercial uses per Section 17.24.010(A)(3). (Ord. 1979-21 § 1 (Exh. A), 2021; Ord. 1664-10 § 2 (Exh. B) (part), 2010; Ord. 1451-03 § 6)

DRAFT

Chapter 17.28 INDUSTRIAL (I) ZONE

[...]

17.28.070 Parking for work/live units in the industrial zone.

The parking requirements for work/live units in the industrial zone shall be as follows:

<u>Dwelling Unit Type</u>	<u>Required resident parking stalls</u>
Studio	2 spaces
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 6 units

Work/live units shall provide parking per the table above for the residential use based on the number of bedrooms in the unit. Work/live units shall also provide parking spaces for the business use per the development standards in Section 17.36.030.

Parking spaces counted for the residential portion of the work/live unit shall not be counted towards the parking requirements of Chapter 17.36 for the business portion. (Ord. 2046-23 § 4, 2024)

Chapter 17.36

OFF-STREET PARKING AND LOADING

Sections:

- [17.36.010 When required—Maintenance.](#)
- [17.36.020 Location—Restrictions.](#)
- [17.36.030 Number of spaces required.](#)
- [17.36.035 Reductions to required parking minimums.](#)
- [17.36.040 Development standards.](#)
- [17.36.050 Loading facilities requirement.](#)
- [17.36.060 Cooperative provisions.](#)
- [17.36.070 Third party consents.](#)
- [17.36.080 Repealed.](#)
- [17.36.090 Handicapped parkingRepealed.](#)
- [17.36.092 Parking - urban village mixed-use \(UVMU\) overlay zone.](#)
- [17.36.094 Parking - central business district \(CBD\) zone.](#)

17.36.010 When required—Maintenance.

Whenever a building is built or moved onto a lot, and whenever and to the extent that a building is enlarged and whenever and to the extent that the use of a building changes and the new use is required to provide more off-street parking or loading than the most recent use, then off-street parking or loading shall be provided in accordance with the following requirements. Furthermore, parking and loading so required shall be maintained in a usable, safe condition so long as the land use they serve continues. (Ord. [1013](#) § 3.01.01, 1985)

17.36.020 Location—Restrictions.

A. Off-street parking spaces required shall be located off the public right-of-way in an area with appropriate zoning, and within five hundred feet walking distance of a public entrance to the building served. Parking spaces may be located within the required setback areas except that they shall not be located within any required vision clearance triangle.

B. New retail businesses, restaurants and the first four thousand square feet of all other commercial uses located in an existing building within ~~the area bounded on the north and west by the railroad rights-of-way, on the south by the alley in between State and Warner Streets, and on the east by Puget Avenue/4th Avenue~~ the Central Business District Core as defined in [17.04.030 SWMC](#) may use the city-owned parking lots to accommodate the parking requirements in this ~~chapter~~Chapter. ~~and in Chapter 17.24.~~ This area is substantially developed on zero setbacks from the right-of-way, making it impractical to provide on-site parking to satisfy the purpose and intent of this chapter. ~~New buildings that contain commercial space or residential space associated with commercial space shall provide parking in accordance with~~

~~the tiered parking requirements described in Section 17.24.050 and this chapter.~~ (Ord. [1979-21](#) § 1 (Exh. B), 2021; Ord. [1785-13](#) § 1, 2013; Ord. [1013](#), § 3.01.02, 1985)

17.36.030 Number of spaces required.

The number of required off-street parking spaces shall be as follows, ~~computed to the nearest whole number rounded up to the next integer:~~

- A. Housing reserved for persons ~~sixty-five~~ years of age and older: one per dwelling unit;
- B. Group homes: one per resident between the ages of sixteen and fifty-nine, inclusive, excluding persons unable to drive due to disability, plus .5 per such younger, older or disabled person; except that bed and breakfasts and similar transient guest facilities shall provide one space per transient unit plus two for the residing family;
- C. All housing other than the above, ~~subject to any cooperative parking agreements as approved by the Community Development Director or their designee: two per dwelling unit;~~

			Dwelling Unit Type															
			Studio single-family home	1-bedroom single-family home	2-bedroom single-family home	3-bedroom single-family home	4-bedroom single-family home	Studio apartment	1-bedroom apartment	2-bedroom apartment	3-bedroom apartment	4-bedroom apartment	Accessory dwelling unit	Studio or 1-bedroom duplex or triplex unit	2-bedroom (or more) duplex or triplex unit	Studio or 1-bedroom townhouse unit	2-bedroom (or more) townhouse unit	Work/live unit (Residential Parking Only)
Zone Designation	R-1	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-1 Zone										Not Required in R-1 Zone					
	R-5	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-5 Zone										Not Required in R-5 Zone					
	R-7	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	2	3	Not Permitted		
		Required Visitor Parking	Not Required in R-7 Zone										Not Required in R-7 Zone					
	R-15	Minimum Residential Parking	1.5	1.75	2	2.5	3	1.5	1.75	2	2.5	3	Not Permitted	2	3	1.75	2.5	Not Permitted
		Required Visitor Parking	Not Required in R-15 Zone					1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units		Not Required in R-15 Zone		1 stall for every 6 units	1 stall for every 3 units	
	MC	Minimum Residential Parking	Not Permitted					1.5	2	2.5	3	4	Not Permitted					
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						
	UVMU	Minimum Residential Parking	Not Permitted					1.2	1.5	1.7	2.5	3	Not Permitted			1	2 (plus 0.5 for each add'l bedroom)	Not Permitted
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units				1 stall for every 6 units	1 stall for every 3 units	
		Maximum Residential Parking						2	2.5	3	3.5	4				3	4	
	TMCO	Minimum Residential Parking	Not Permitted					1.5	2	2.5	3	4	Not Permitted					2
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						Not Required in TMCO Zone
	CBD Reduced Parking for Mixed-Use	Minimum Residential Parking	Not Permitted					1	1	1.5	2.5	3	Not Permitted					
		Required Visitor Parking						Not Required in CBD-core Zone										
		Maximum Residential Parking						1.5	2	2.5	3	3.5						

	CBD Parking for Standalone Residential	Minimum Residential Parking	Not Permitted	1	2	2	3	4	Not Permitted	2	3	2	3	Not Permitted
		Required Visitor Parking		1 stall per 10 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units	Not Required in CBD-fringe Zone						
		Maximum Residential Parking		2	2.5	3	3.5	4.5		3	3.5	2.5	3.5	
	-	Minimum Residential Parking	Not Permitted											2
		Required Visitor Parking												Not Required in I Zone

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			Dwelling Unit Type															
			Studio single-family home	1-bedroom single-family home	2-bedroom single-family home	3-bedroom single-family home	4-bedroom single-family home	Studio apartment	1-bedroom apartment	2-bedroom apartment	3-bedroom apartment	4-bedroom apartment	Accessory dwelling unit	Studio or 1-bedroom duplex or triplex unit	2-bedroom (or more) duplex or triplex unit	Studio or 1-bedroom townhouse unit	2-bedroom (or more) townhouse unit	Work/live unit (Residential Parking Only)
Zone Designation	R-1	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-1 Zone										Not Required in R-1 Zone					
	R-5	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	Not Permitted				
		Required Visitor Parking	Not Required in R-5 Zone										Not Required in R-5 Zone					
	R-7	Minimum Residential Parking	1.5	1.75	2	2.5	3	Not Permitted					1	2	3	Not Permitted		
		Required Visitor Parking	Not Required in R-7 Zone										Not Required in R-7 Zone					
	R-15	Minimum Residential Parking	1.5	1.75	2	2.5	3	1.5	1.75	2	2.5	3	Not Permitted	2	3	1.75	2.5	Not Permitted
		Required Visitor Parking	Not Required in R-15 Zone					1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units		Not Required in R-15 Zone		1 stall for every 6 units	1 stall for every 3 units	
	MC	Minimum Residential Parking	Not Permitted					1.5	2	2.5	3	4	Not Permitted					
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						
	UVMU	Minimum Residential Parking	Not Permitted					1.2	1.5	1.7	2.5	3	Not Permitted			1	2 (plus 0.5 for each add'l bedroom)	Not Permitted
		Required Visitor Parking						1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units				1 stall for every 6 units	1 stall for every 3 units	
		Maximum Residential Parking						2	2.5	3	3.5	4				3	4	

	TMCO	Minimum Residential Parking	Not Permitted	1.5	2	2.5	3	4	Not Permitted					2
		Required Visitor Parking		1 stall for every 6 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units	1 stall for every 3 units						Not Required in TMCO Zone
	CBD Reduced Parking for Mixed-Use	Minimum Residential Parking	Not Permitted	1	1	1.5	2.5	3	Not Permitted					
		Required Visitor Parking		Not Required in CBD-core Zone										
		Maximum Residential Parking		1.5	2	2.5	3	3.5						
	CBD Parking for Standalone Residential	Minimum Residential Parking	Not Permitted	1	2	2	3	4	Not Permitted	2	3	2	3	Not Permitted
		Required Visitor Parking		1 stall per 10 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units	1 stall for every 6 units		Not Required in CBD-fringe Zone				
		Maximum Residential Parking		2	2.5	3	3.5	4.5		3	3.5	2.5	3.5	
	I	Minimum Residential Parking	Not Permitted											2
		Required Visitor Parking												Not Required in I Zone

1. When residential developments contain multiple dwelling unit types listed above, the required amount of parking shall be individually determined for each residential unit and summed in total. When the required amount of parking stalls for residential units or residential visitors is a fraction of a whole number, the required amount shall be rounded up to the next integer in all cases.
2. Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements for other uses, unless approved by the Community Development Director or their designee through a shared parking agreement or similar binding mechanism. Parking spaces counted for use of a particular dwelling unit shall not also be counted towards parking requirements for other dwelling units.
3. Work/live units shall provide parking per the table above for the residential use in the unit. Work/live units shall also provide parking spaces for the business use per the standards of this Chapter. Parking spaces counted for the residential portion of the work/live unit shall not also be counted towards the parking requirements of the business portion.
4. In the Central Business District Core, as defined in 17.04.030 SWMC, off-street parking is not required for new residential developments, with the following exceptions:
 - a. New construction is accompanied with more than four thousand square feet of commercial space as a mixed-use development, in which case the reduced parking requirements outlined in the table above shall be required; or
 - b. Eleven or more new residential units are constructed, in which case the parking requirements in the table above shall apply.
5. For the purpose of this chapter, bedroom shall be defined by the most recent edition of the International Building Code.
6. Parking for Accessory Dwelling Units (ADUs). Unless the ADU is located within one-half mile walking distance to a major transit stop, as defined in RCW 36.70A.030(25), one off-street parking stall per unit is required in addition to the off-street parking stalls required for the principal residence, regardless of lot size. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking stall for the ADU shall gain access from the alley. Parking shall be developed in accordance with the standards of this Chapter.

D. Offices (excluding health care offices) and banks: One per three hundred square feet gross floor area plus five vehicle storage spaces per drive-through window;

E. Eating and drinking establishments: one per seventy-five square feet of area open to the public, including outdoor service areas, plus additional as specified by the ~~zoning administrator~~Community Development Director or their designee for drive-through capability;

F. Low-intensity sales and service (lumber, building supplies, feed and grain, large appliances, furniture, motor vehicles, boats, machinery, dry-cleaning, sign making, shoe and clothing repair, locksmiths, photography, saw-sharpening, etc.): one per four hundred square feet of gross floor area plus additional as specified by the ~~Zoning Administrator~~Community Development Director or their designee for outdoor sales and activity areas;

G. High intensity sales and service (food, clothing, hardware, household goods, drugs, arts and crafts, auto parts, sporting goods, office equipment, books, plants, jewelry, liquor, musical instruments, barber and beauty shops, laundromats, etc.): one per two hundred fifty square feet of gross floor area open to the public;

H. Churches and funeral homes: one per four occupants at maximum design capacity;

I. Places of public assembly other than the above (auditoriums, stadiums, halls, clubs, theaters, indoor recreation, bus stations, etc.): one per three occupants at maximum design capacity;

J. Hospitals and residential health care facilities: one per three beds;

K. Health care offices and clinics including veterinarians: six per doctor, dentist or other principal personnel;

L. Day care and preschool facilities: one per worker at maximum shift plus adequate loading space.

M. Industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage: one per 1.5 workers on maximum shift;

N. Open air activities, schools, plant nurseries, public utilities, outdoor recreation, ministorage, drive-through facilities (food, carwash, service stations, etc.) and all other uses not otherwise specified: to be determined by the ~~zoning administrator~~Community Development Director or their designee.

O. Non-residential uses in the Urban Village Mixed-Use Overlay Zone: refer to 17.36.092 SWMC.

P. Non-residential uses in the Central Business District Zone: refer to 17.36.094 SWMC.
(Ord. [1013](#) § 3.01.03, 1985)

17.36.035 Reductions to required parking minimums.

Reductions to the required minimum parking standards outlined in 17.36.030 (C) of this Chapter may be permitted by the Community Development Director or their designee if the following provisions are applicable. Reductions are only permitted for multifamily residential use. Applicants shall be limited to no more than two of the following reduction options:

A. Public Transit Reduction. The required parking minimum may be reduced by up to 20% if the proposed development is within one-quarter mile of a public transit service that provides transportation at a frequency rate of twice per hour for twelve or more consecutive hours on a standard weekday.

B. Reduction for Underground or Structured Parking within Multifamily Residential Development. The required parking minimum may be reduced by up to 20% if the proposed development incorporates underground or structured parking, in accordance with the following provisions:

1. A parking requirement reduction for underground or structured parking shall not be granted for single-family residences, ADUs, duplex units, or triplex units;
2. Underground or structured parking satisfies at least 40% of the multifamily residential development's required minimum parking after reduction; and
3. A minimum of ten parking stalls shall be underground or structured.

C. Permanent Affordable Housing Reduction. The required parking minimum may be reduced by up to 20% if a proposed residential development designates at least 50% of all residential units as permanent affordable housing as defined in 17.04.030 SWMC. If sale price limitation is selected, residential developments which limit the sale of at least 50% of the units to no more than 40% fair market value are eligible for this reduction. If occupancy restriction is selected, residential developments which reserve a minimum of 50% of the units for households with incomes at 80% Area Median Income or below, according to most recent U.S. Census data, are eligible for this reduction. At the time of residential building permit application, the applicant shall submit documentation of a legally binding document indicating the selected method to be recorded with the Skagit County Auditor upon city approval.

17.36.040 Development standards.

Parking facilities provided in accordance herewith shall:

- A. Have access to a public thoroughfare, with ingress and egress designed with respect to intersections, crosswalks and traffic in general so as not to create safety hazards or impedances. Driveways connecting parking spaces to the public thoroughfare shall be at least twelve feet in width if one-way or serving less than ten parking spaces. Otherwise driveway width shall be at least twenty feet;
- B. Incorporate maneuvering room so as not to require backing out onto a public street, except that parking spaces serving single-family residences, accessory dwelling units, and

duplexes, and triplexes may utilize a street for backing out, provided the street is not an arterial and location is at least fifty feet from all street intersections;

C. ~~Be designed so that all vehicles are independently mobile and do not block each other; Be permitted to use a tandem parking configuration, compliant with 36.70A.622(C) RCW;~~

D. Be surfaced with a dust-free, durable material, provided that the portion of the driveway lying within the public right-of-way shall be paved with a material matching or superior to that of the public thoroughfare. ~~Existing legal non-conforming gravel parking stalls may be permitted, up to a maximum of six parking stalls, compliant with 36.70A.622(D) RCW;~~

E. Incorporate provision for drainage so as not to create on-site or off-site drainage problems;

F. Incorporate adequate traffic control devices to inform users of the designed use of spaces, ingress, egress and maneuvering space. Parking spaces, if more than four, shall be separately identified by striping, wheel-stops or other such means. General use of wheel stops to prevent damage to structures and landscaping is recommended, as is lighting of larger parking lots;

G. Provide for convenient pedestrian movement from parking spaces to building entrance, sufficiently separated from or compatible with vehicular traffic to ensure safety;

H. Incorporate effective and attractive sight-obscuring screening if serving a nonresidential use and located in or abutting a residential zone;

I. Provide a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street whether to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet in length for all dwelling unit types.

J. ~~Be in accordance with the following dimensional requirements, provided the parking stall area excludes striping, wheel stops, curbs, and other similar devices from the required minimum dimensions; provided that a maximum of thirty percent of the total required spaces may be designated for compact cars with a width of seven and one-half feet, length of fifteen feet, and correspondingly reduced maneuvering room as set out in Figures one through three of the ordinance codified in this title, on file in the office of the city clerk. (Ord. 1013 § 3.01.04, 1985)~~

1. Standard parking stalls accessed at a 90-degree angle shall be no less than eight feet in width and nineteen feet in length.

2. The dimensions of standard parking stalls accessed at an angle not explicitly referenced in this Chapter shall be determined according to the City Engineer using the most recent edition of the Washington State Department of Transportation Standard Plan Manual.

4. A maximum of thirty percent of the total required spaces may be designated for compact cars, provided they are accessed at a 90-degree angle and are no less than seven and one-half feet in width and fifteen feet in length;

a. Parking stalls for compact cars accessed at an angle not explicitly referenced in the Chapter are permitted, provided their dimensions are determined according to the City Engineer using the most recent edition of the Washington State Department of Transportation Standard Plan Manual.

K. Provide adequate accessible parking in conformance with both the most recent edition of the Americans with Disabilities Act (ADA) Standards for Accessible Design released by the U.S. Department of Justice as well as the most recent edition of the Washington State International Building Code, whichever is stricter;

L. Parking stalls for residential use may utilize grass block pavers, as permitted in 36.70A.622(G) RCW; and

M. Preserve significant trees as defined in 17.50.110 SWMC in accordance with 36.70A.622(F) RCW. For residential and mixed-use developments only, significant trees shall not be removed to accommodate minimum parking requirements. If a proposed development cannot provide adequate parking solely due to significant tree retention, the minimum parking requirement shall be reduced to preserve all significant trees.

17.36.050 Loading facilities requirement.

A. Whenever a building is erected, enlarged, or its use changed, and the new use requires that deliveries be made to the building which, unless special provisions are made (such as proximity within one half mile of a mail carrier or courier), will result in significant traffic hazard or impedance, then adequate off-street loading facilities and maneuvering space for delivery vehicles shall be provided to prevent such hazard or impedance. Special provisions are subject to approval by the Community Development Director or their designee. (Ord. 1013 § 3.01.05, 1985)

1. Loading facilities are not required for single-family residences, ADUs, duplex units, and triplex units.

B. Loading facilities shall be provided for multifamily residential uses in accordance with the following table:

<u>Number of Units Within a Multifamily Residential Development</u>	<u>Minimum Required Loading Facilities</u>
<u>24 or fewer units</u>	<u>No loading facility required.</u>

<u>25 – 49 units</u>	<u>1 loading facility required.</u>
<u>50 – 125 units</u>	<u>2 loading facilities required.</u>
<u>126 or more units</u>	<u>3 loading facilities required, plus 1 for every additional 100 units.</u>

C. Loading zones shall be designated parking stalls that are clearly marked as such and must display signage indicating stopping for the purpose of loading or unloading people and/or goods shall not exceed thirty minutes. Loading zone dimensions shall comply with the following:

1. Loading zones shall comply with the development standards outlined in this Chapter;
2. Loading zones may be used for residential parking during peak residential use hours, beginning at 8:00 P.M. and ending at 8:00 A.M., provided they do not exceed eight feet in width and twenty feet in length. Loading zones larger than the before-described dimensions are permitted but may not be counted towards the minimum residential parking requirements; and
3. Adequate turning clearance for loading facilities shall be provided with consideration for large vehicles and trucks. The requirements for turning clearance shall be determined according to the City Engineer or their designee.

D. Loading facilities shall be located near primary entrances as reasonably practicable. Loading facilities shall not interfere with the requirements of ADA-accessible parking as required per 17.36.040 (K) SWMC.

17.36.060 Cooperative provisions.

Parking and loading facilities may be provided cooperatively, either through private arrangements or by means of a fee-in-lieu public parking program administered by the city. ~~If the uses party to such a cooperative provision generate their peak parking demand at different times, the zoning administrator may reduce the total parking requirement from that which would be required separately to a number representative of the greatest demand likely to occur at any one time.~~

A. If the uses party to such a cooperative parking arrangement generate their peak parking demand at different times, the Community Development Director or their designee may permit parking stalls to be counted towards the minimum requirement for more than one use.

B. The amount of required parking stalls within a cooperative provision shall not be less than the minimum required amount for the use with the largest parking requirement.

(Ord. [1013](#) § 3.01.06, 1985)

17.36.070 Third party consents.

If the required parking or loading is to be provided on land not owned or leased by the applicant, proof shall be supplied of the owner's consent provided that such consent shall not be construed to constitute an obligation of any greater permanence than is explicit therein. At such time as such consent is withdrawn, the use by virtue of which such parking or loading has been required shall cease unless alternative arrangements have been made for compliance with these requirements. (Ord. [1013](#) § 3.01.07, 1985)

17.36.080 Verification.

Repealed by Ord. [2042-23](#). (Ord. [1013](#) § 3.01.08, 1985)

~~17.36.090 Handicapped parking.~~

~~Parking spaces shall be provided for the handicapped and shall be clearly signed or marked with stenciled notation on the pavement designating such use and shall be posted with an approved handicapped parking sign directly in front of the stall. Each space shall be at least eight feet wide and shall have an adjacent access aisle five feet wide minimum. Two accessible parking spaces may share a common access aisle. Van spaces shall be sixteen feet in width to include the access aisle. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 in all directions. Parking spaces shall be located closest to the handicapped accessible entrance with an accessible route provided to that entrance. Parking spaces for the handicapped shall be provided as follows:~~

Total Parking Provided	Minimum Number Required for the Handicapped
6—25 spaces	1 space
26—50 spaces	2 spaces
51—75 spaces	3 spaces
76—100 spaces	4 spaces
101—150 spaces	5 spaces
151—200 spaces	6 spaces

Total Parking Provided	Minimum Number Required for the Handicapped
201—300 spaces	7 spaces
301—400 spaces	8 spaces
401 and over	To be arranged with the zoning administrator

(Ord. 1312-98 § 1 (part), 1998)

17.36.092 Parking – urban village mixed-use (UVMU) overlay zone.

A. Intent. The intent of the UVMU overlay is to encourage commerce by creating a pedestrian-friendly environment that accommodates both shoppers and its residents. Providing adequate parking without creating large expanses of parking lots in front of commercial businesses is key to the success of the UVMU overlay.

The creation of a mixed-use parking district shall be encouraged. Parking may be constructed and maintained for motor vehicles, bicycles or other non-motorized transportation, lease parking and/or other parking that promotes alternatives to driving single-occupant motor vehicles. New development may utilize a shared parking arrangement subject to review and approval by the Community Development Director.

Partially underground parking structures are encouraged with either landscape or constructed buffers to minimize visual impacts of parking. The Sedro-Woolley design standards and guidelines apply to location and design of parking lots.

Private driveways, garages and garage entrances shall be at rear and side of buildings; unless deemed unfeasible by the City Engineer, Community Development Director, or their designees.

The city may enter into a developer agreement (or similar binding agreement) and collect in-lieu fees to develop and manage a mixed-use parking district.

B. Off-street parking shall be provided for residential dwellings, commercial and retail uses in the UVMU overlay. Off-street parking for residential use shall be limited with parking stall maximums to reduce automobile dependency and overexpansion of asphalt. (Ord. 1931-19 § 2 (Exh. A) (part), 2019)

C. Subject to any shared parking agreement as approved by the Community Development Director or their designee, non-residential parking in the Urban Village Mixed-Use (UVMU) Overlay Zone shall be provided as follows:

1. A minimum of one parking space per three hundred square feet of gross commercial floor area shall be provided. If more than fifty percent of the gross floor area of the first floor is used as commercial area, then only one parking space per six hundred square feet shall be required for the commercial space in excess of fifty percent of the gross first floor commercial space.
2. Parking for commercial uses shall be provided in addition to residential parking requirements outlined in 17.36.030(C) SWMC.

D. Parking requirements for residential use in the UVMU shall be in accordance with the requirements in 17.36.030(C) SWMC.

17.36.094 Parking – central business district (CBD) zone.

A. Intent. To encourage the creation of a downtown parking district administered by the city. It would be authorized to collect in-lieu parking fees from new residential uses downtown and use that revenue, with any other revenue it generates, to manage a downtown parking district. The district may construct and maintain downtown parking for motor vehicles and bikes, lease parking, or otherwise monitor the provision of adequate parking and/or promotion of alternatives to driving.

B. The goal of the central business district is to create a pedestrian-friendly environment and to encourage commerce. Parking requirements for non-residential uses in the Central Business District shall be as follows:

<u>Location</u>	<u>Required Minimum Parking for Non-Residential Uses</u>
<u>Within the Central Business District Core</u>	<u>Retail and restaurants: No off-street parking required.</u> <u>Public Use: No off-street parking required.</u> <u>Non-residential uses not described: Refer to 17.36.030 SWMC.</u>
<u>Outside of the Central Business District Core</u>	<u>Commercial use: Refer to 17.36.030 SWMC.</u> <u>Public use: No off-street parking required.</u>

C. New commercial or retail development may propose a shared parking arrangement to the Community Development Director or their designee for review and approval, subject to the requirements in 17.36.060 SWMC.

D. Parking requirements for residential use in the CBD shall be in accordance with the requirements in 17.36.030(C) SWMC.

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Chapter 17.100

ACCESSORY DWELLING UNITS (ADUS)

[...]

17.100.030 Standards and criteria.

[...]

J. ~~One off-street parking space is required in addition to the off-street parking spaces required for the principal residence. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley.~~ Parking shall be developed in accordance with the standards in Chapter [17.36](#).

[...]

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO
TITLE 17 SWMC TO UPDATE OFF-
STREET PARKING & LOADING
REGULATIONS**

**PLANNING COMMISSION
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, February 18, 2025**, under a request by the Community Development Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Title 17 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, February 18, 2025
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to Title 17 SWMC intended to consolidate all parking standards under one chapter, create a scaled approach to parking requirements for residential uses, and strengthen provisions for visitor parking, shared parking agreements, and off-street loading.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. The Community Development Department has received several reports from City Councilmembers and the general public that off-street parking for some multifamily residential developments is insufficient.

[1 of 4]

3. As the cost of housing continues to rise in our region, larger households may opt for smaller dwelling units that possess insufficient parking for the amount of household members residing in the unit. As a result of this, use of on-street parking may increase as the cost of housing increases. To combat excessive parking in the public right-of-way, these proposed amendments work to create a balanced and scaled approach to residential parking, depending on the zone and dwelling unit type.
4. Conversely, several cities in Washington State have elected to eliminate parking regulations outright, with the intention of increasing buildable land for housing developers. It is assumed that more buildable land will increase the supply of housing, thus reducing its demand and cost. To ensure that parking does not degrade from the buildable capacity of land in Sedro-Woolley, these proposed amendments include parking maximums for the Urban Village Mixed-Use (UVMU) overlay zone and Central Business District (CBD) zone.
5. To strike a balance between these contradicting forces, staff have proposed a scaled approach that ensures sufficient parking is present for every dwelling unit without overly restricting developers with excessive parking regulations. Staff have also amended provisions for visitor parking, off-street loading, and shared parking agreements, to provide clarity in the requirements for each of these.
6. The Planning Commission reviewed the draft amendments at the September 17, 2024; October 15, 2024; November 19, 2024; January 21, 2025; and February 18, 2025, Planning Commission meetings.
7. A first read of the proposed amendments was presented to the Planning Commission at the September 17 meeting. Due to the late hour, the Planning Commission unanimously moved to table the discussion until the October 15 meeting.
8. At the October 15 meeting, the Planning Commission requested clarification of the point-system and parking requirement matrix proposed in SWMC 17.36.030(C). Staff clarified that the point-system creates a scaled approach to parking requirements, and that all decimal points shall be rounded up to the next integer (whole number). The Planning Commission requested the matrix be updated to improve readability. Also requested was the inclusion of required parking stall dimensions. Furthermore, the Planning Commission requested staff to review and revise the loading facility requirements. These requested changes were incorporated into the draft amendments and presented to the Planning Commission at the November 19 meeting.
9. At the November 19 meeting, the Planning Commission requested that staff revise the matrix to ensure clarity between required parking, visitor parking, and non-permitted uses. Additional discussion at this meeting included possibly reclassifying the Industrial zone into Light and Heavy Industrial zones in the future and concerns regarding Washington State House Bill 6015. The requested changes to the matrix were incorporated into the draft amendments and presented to the Planning Commission at the January 21, 2025 meeting.

10. At the January 21 meeting, the Planning Commission discussed lowering the required age for parking for senior housing to 55, decreasing the percent of structured parking necessary to achieve a parking reduction to make this option more feasible for developers, as well as allowing loading zones to be used as guest or residential parking at night. A public comment from a representative of BYK Construction, Inc. was made before discussion of the parking amendments at that meeting. After hearing the concerns the developer had in regard to increased parking requirements in the UVMU and CBD, the Planning Commission recommended reverting the minimum parking requirements for these two zones back to their present requirements. This compromise ensures that excessive regulations are not created that significantly reduce a parcel's development potential. The Planning Commission tasked staff with preparing for a public hearing at the next meeting. Staff incorporated the requested changes for presentation at the February 18 public hearing.
11. At the February 18 meeting, the Planning Commission held a public hearing. The Notice of Public Hearing was published in the legal notices section of the February 7, 2025, Skagit Valley Herald as shown in **Exhibit B**. In said notice, a deadline for written comments was set for February 18, 2025, at 4:30 PM. A representative of BYK Construction, Inc. provided comments indicating their concerns with the proposed off-street parking regulations (**Exhibit C**).
12. After the February 18, 2025 public hearing and further discussion, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments to Title 17 SWMC with the following conditions:
 1. Correct the definition for "Central Business District Core" in Section 17.04.030 to read as follows: "'Central Business District Core' means that area bounded to the north by the Cascade Trail, to the east by Puget Avenue/Fourth Avenue, to the south by the alley between State and Warner Streets, and to the *west* by the railroad right-of-way[...];"
 2. Define "loading facility" in Section 17.04.030;
 3. Revise proposed Subsection 17.36.030(C)(4)(b) SWMC to read as follows: "Eleven or more new residential units are constructed, in which case the parking requirements in the table above shall apply;" and
 4. Strike proposed Subsection 17.36.050(E).

The motion to recommend approval carried 7 – 0.

13. The Planning Commission's recommended amendments are found in **Exhibit A**.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Title 17 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce on March 3, 2025. A 15-day expedited review was requested, pending decision. A SEPA DNS (**Exhibit D**) is scheduled for issuance on March 7, 2025; and
2. Adoption of the proposed amendments to Title 17 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Title 17 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended Amendments to Title 17 SWMC

Exhibit B: BYK Construction, Inc. Comment

Exhibit C: Notice of February 18, 2025 Public Hearing

Exhibit D: SEPA DNS Scheduled for Issuance March 7, 2025

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Title 17 SWMC to update off-street parking and loading regulations at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, February 18, 2025**, at which time a quorum was present and the decision was for approval by a vote of 7 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.

Joe Franett, Planning Commission Chair

Date