Next Ord: 2102-25
Next Res:1167-25

CITY COUNCIL AGENDA
August 13, 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 - July 23, 2025
2. Check Register - Off-Cycle
3. Check Register - Regular
4. Resolution 1166-25 - Authorized Change Fund
5. Grant Application Approval - Transportation Improvement Board - Arterial Preservation Program
6. Grant Application Approval - Transportation Improvement Board - Cascade Trail 2A
7. Purchase - Firefighter Protective Gear
8. Purchase - Fire Command Vehicle
9. Purchase - Solid Waste Division Roll Off Containers
10. 2025-205-CN - Washington State Office of Public Defense - Simple Possession Advocacy and Representation
11. 2025-PW-13 - Change Order 1 - SR20/Reed St Temporary Signal
12. 2025-PW-24 - Contract Renewal - Municipal Building Elevator Maintenance
13. 2025-206-IA - Skagit County, Cities of Anacortes, Burlington, and Mount Vernon - EMS Training Hub
14. Appointment to Planning Commission - Madison Bowman

f. Introduction of Special Guests and Presentation

1. Swearing In of Police Canine Yogi and Officer Cody Velthuizen

g. City Administrator Report

1. Next Council Meeting - Joint City Council Study Session and Planning Commission -

Tuesday, August 19, 2025, at 6:30PM

h. Councilmember and Mayor's Report

i. Proclamation(s)

j. Public Hearing(s)

k. Public Comments

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

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

l. Unfinished Business

m. New Business

n. Information Only Items

1. Monthly Building Permit Summary

o. Executive Session

p. Adjournment

Next Meeting - Joint City Council Study Session and Planning Commission - August 19, 2025

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

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

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+1 669 900 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: August 13, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - July 23, 2025

RECOMMENDED ACTION:
Motion to approve City Council meeting minutes for the regular meeting held on July 23, 2025.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:
None.

ATTACHMENTS:
1. July 23, 2025 Regular City Council Minutes

Regular Meeting of the City Council
July 23, 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 Nick Lavacca. Councilmember Henderson joined online.

d. Approval of Agenda

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

e. Consent Agenda

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

Motion made by Councilmember Cocke and seconded by Councilmember Diamond to approve the consent agenda items 1-3 and 5-6. Motion carried (7-0).

Further discussion regarding item 4, the 2024 professional services amendment with Facet Northwest along with the comprehensive plan.

A motion made by Councilmember Loy and seconded by Councilmember Cocke to approve item number 4 on the consent agenda and authorize Mayor Julia Johnson or her designee to execute and sign an amendment to a professional services agreement, continuing comprehensive plan work with Facet NW. Motion carried (7-0).

1. Minutes - Regular City Council Meeting - July 9, 2025
2. Check Register - Regular
3. 2025-205-CN-Amendment - SW Youth Football and Cheer - Denny Engberg Field
4. 2024-PS-06-Amendment 2 - Facet NW - Comprehensive Plan
5. Small Works Roster – SR20/Reed Street Temporary Signal
6. Public Works Emergency Declaration - Biohazard Clean-up and Restoration at

Community Center

f. Introduction of Special Guests and Presentation

g. City Administrator Report

1. Community Development Grant Program - Final Report

City Administrator Charlie Bush presented the final report on the Community Development Grant Program.

Public Works Director Bill Bullock presented the progress on Olmsted Park Construction.

h. Councilmember and Mayor's Report

Councilmember Loy spoke about the skateboard challenge and said they would be having a food truck with pizza and ice cream and shared Connie Krier from the Stewards of Skagit will be gathering Thursdays at the Grange at 6pm.

Councilmember Kesti invited everyone to the Museum for the Skagit Steele Unveiling Exhibit on July 26th, 2025 from 11am to 3pm, and also thanked public works for the temporary signal to HWY 20 and Reed St.

Councilmember Diamond shared concerns made by community members about the high-density housing in the area along with congestion on HWY 20 and Cook Rd.

Councilmember Diamond has also received requests to have the bridge and walkway restored between the Janicki field and McDonald's, linking the backroad to the field.

Councilmember Henderson was happy to see the Township Rd overlay regarding the sidewalks, curb and gutter repairs that are being completed.

Councilmember Henderson mentioned he knows of certain organizations that would still be interested in applying for the RFP House Bill 1590 fund. Councilmember Henderson requested the Council to extend the RFP House Bill 1590 to August 31, 2025.

The motion to extend the application process for House Bill 1590 RFP to August 31, 2025, was made by Councilmember Henderson and seconded by Councilmember Lavacca. Motion carried (7-0).

Councilmember Cocke shared he had attended the 40th anniversary of the Senior Center.

Councilmember Cocke announced he had heard there would be a concert at Northern State for History Day on July 26, 2025, and also requested a tour of the new roundabout.

Councilmember Burns mentioned concerned community members about speeding on Railroad Ave, and would love to see police officers out riding bikes, so the community can get to know the police staff.

Councilmember Burns asked about the temporary signal and this question was addressed by the Public Works Director, Bill Bullock, who announced it was a rental.

Councilmember Lavacca spoke about interest in future sponsorship for the skateboard challenge, and requested the yard waste recycling center advertise cost of disposal to provide consistency.

Mayor Julia Johnson thanked the City Council for extending the Community Grant Program, then mentioned the Senior Center's 40th anniversary.

Mayor Johnson announced Human Resources Analyst Interviews to take place on July 30, 2025, and spoke about the Special Events discussion that was to take place at a study work session on Sept 3, 2025.

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.

Nora Peterson and Chester Allhouse made a public comment.

l. Unfinished Business

m. New Business

1. Stormwater Management Plan Update - 10-Year Financial Plan – 1st Read

Karyn Johnson presented a PowerPoint about the Stormwater Management Plan Update and the 10-year Financial Plan.

No action taken.

2. Comprehensive Plan - Capital Facilities Element

Donna Keeler shared The Comprehensive Plan focusing on the Capital Facilities Element and the Parks and Recreation Element.

No action was taken.

3. Comprehensive Plan - Parks & Recreation Element

n. Information Only Items

1. June 2025 Permit Report

o. Executive Session

p. Adjournment

The meeting adjourned at 7:42pm.

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

City Council Agenda Item

Agenda Item No.: e.2.

Date: August 13, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Off-Cycle

RECOMMENDED ACTION:

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

BACKGROUND/SUMMARY INFORMATION:

Claims checks #204881 through #204884, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61437 through #61443.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling $26,133.82
Surcharges totaling $7,849.03
Payroll totaling $634,687.94

ATTACHMENTS:

1. 2025-07-21 Off-Cycle Check Register
2. 2025_07_July_SerCharge

CHECK REGISTER

City Of Sedro-Woolley — Time: 13:38:12 Date: 07/21/2025

07/21/2025 To: 07/21/2025 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
7431	**07/21/2025**	**Claims**	**2**	**EFT**	**Cnty of Skagit Public Utility**		**87.26**	
		401 - 535 80 47 000 - Public Utilities				87.26		
7432	**07/21/2025**	**Claims**	**2**	**EFT**	**Cnty of Skagit Public Utility**		**87.26**	
		401 - 535 80 47 000 - Public Utilities				87.26		
7433	**07/21/2025**	**Claims**	**2**	**EFT**	**WA St Dept of Revenue**		**23,773.50**	
		425 - 531 50 44 000 - Taxes & Assessments				1,511.68		
		401 - 535 80 31 010 - Operating Supplies				51.08		
		401 - 535 80 31 010 - Operating Supplies				106.10		
		401 - 535 80 44 010 - Taxes & Assessments				8,797.81		
		102 - 536 20 44 010 - Taxes And Assessments				69.91		
		412 - 537 80 44 001 - Taxes & Assessments				13,160.27		
		101 - 576 80 44 010 - Taxes And Assessments				46.55		
		102 - 589 30 11 102 - DO NOT USE - Sales Tax Remit				30.10		
7434	**07/21/2025**	**Claims**	**2**	**EFT**	**WA St Dept of Revenue**		**566.33**	
		635 - 589 30 02 635 - Leasehold Excise Tax Remittanc				566.33		
7435	**07/21/2025**	**Claims**	**2**	**204881**	**Kathy Adkins**		**550.00**	
		001 - 342 60 00 000 - Fire Transport Fees				-275.00		
		001 - 342 60 00 000 - Fire Transport Fees				-275.00		
7436	**07/21/2025**	**Claims**	**2**	**204882**	**FirstNET/AT&T Mobility**		**669.04**	
		001 - 522 20 42 020 - Telephone				669.04		
7437	**07/21/2025**	**Claims**	**2**	**204883**	**Peter Kelly**		**275.00**	
		001 - 342 60 00 000 - Fire Transport Fees				-275.00		
7438	**07/21/2025**	**Claims**	**2**	**204884**	**Regence Blue Shield**		**125.43**	
		001 - 342 60 00 000 - Fire Transport Fees				-125.43		

001 Current Expense Fund	1,619.47		
101 Parks & Facilities Fund	46.55		
102 Cemetery Fund	100.01		
401 Sewer Operations Fund	9,129.51		
412 Solid Waste Operations Fund	13,160.27		
425 Stormwater Operations	1,511.68		
635 Custodial Fund	566.33		
		Claims:	26,133.82
* Transaction Has Mixed Revenue And Expense Accounts	26,133.82		

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo

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

____________________________ __________
Finance Director Date

____________________________ __________
Finance Committee Member Date

____________________________ __________
Finance Committee Member Date

____________________________ __________
Finance Committee Member Date

TRANSACTION JOURNAL

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
6779	07/01/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	14.25	CIVICREC SERVICE FEE FOR $375.00 - ITEM TRACE#- 091000010101954
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				14.25	
6782	07/01/2025	07/31/2025	1		Ser Chge		Banner Bank	2.89	JULY 2025 BANNER PRIOR MO EXCESS CURR/COIN FEE
	514 23 41 010 Bank Fees			001 Current Expense Fund				2.89	
6783	07/01/2025	07/31/2025	1		Ser Chge		US Bank -- Merchant Fees	290.73	JULY 2025 US BANK MERCHANT FEES
	535 80 41 020 Collection Services			401 Sewer Operations Fund				145.37	
	514 23 41 010 Bank Fees			001 Current Expense Fund				72.68	
	537 80 41 020 Collection Services			412 Solid Waste Operations Fund				72.68	
6784	07/01/2025	07/31/2025	1		Ser Chge		US Bank -- Merchant Fees	152.98	JULY 2025 US BANK MERCHANT FEES #2
	535 80 41 020 Collection Services			401 Sewer Operations Fund				76.48	
	514 23 41 010 Bank Fees			001 Current Expense Fund				38.25	
	537 80 41 020 Collection Services			412 Solid Waste Operations Fund				38.25	
6813	07/02/2025	07/31/2025	1		Ser Chge		Authorize.Net	8.74	AUTHORIZE.NET GOVQA SERVICE FEE - JULY 2025
	514 23 41 010 Bank Fees			001 Current Expense Fund				8.74	
6815	07/02/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	31.20	CIVICREC SERVICE FEE FOR $1040.00 - ITEM TRACE#- 091000018475168
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				31.20	
6873	07/03/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	14.85	CIVICREC SERVICE FEE FOR $495.00 - ITEM TRACE#- 091000012521865
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				14.85	
6874	07/03/2025	07/31/2025	1		Ser Chge		Payment Tech -- Service Charge	3,423.36	JULY 2025 PAYMENTECH SERVICE CHARGE - GENERAL ACCOUNT
	535 80 41 020 Collection Services			401 Sewer Operations Fund				1,711.68	
	514 23 41 010 Bank Fees			001 Current Expense Fund				855.84	
	537 80 41 020 Collection Services			412 Solid Waste Operations Fund				855.84	
6875	07/03/2025	07/31/2025	1		Ser Chge		Payment Tech -- Service Charge	62.77	JULY 2025 PAYMENTECH SERVICE CHARGE - GENERAL NON-UTILITY
	514 23 41 010 Bank Fees			001 Current Expense Fund				62.77	
6876	07/03/2025	07/31/2025	1		Ser Chge		Payment Tech -- Service Charge	60.35	JULY 2025 PAYMENTECH SERVICE CHARGE - RIVERFRONT
	576 80 41 000 Professional Services			101 Parks & Facilities Fund				60.35	
6878	07/03/2025	07/31/2025	1		Ser Chge		Payment Tech -- Service Charge	31.27	JULY 2025 PAYMENTECH SERVICE CHARGE - BINGHAM

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
	576 80 41 000 Professional Services			101 Parks & Facilities Fund				31.27	
6879	07/03/2025	07/31/2025	1		Ser Chge		Medical Insurance	35.00	NSF FEE FOR RETURNED iSTREAM CHECK JUNE 2025
	342 60 00 000 Fire Transport Fees			001 Current Expense Fund				-35.00	
6913	07/07/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	10.50	CIVICREC SERVICE CHARGE FOR $350.00 - ITEM TRACE#- 091000014325450
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				10.50	
6914	07/07/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR $25.00 - ITEM TRACE#- 091000016094659
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				0.75	
6939	07/08/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE - ITEM TRACE#- 091000017268814
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				1.20	
6940	07/08/2025	07/31/2025	1		Ser Chge		Xpress Bill Pay - Service Fees	2,435.76	JULY 2025 XPRESS BILL PAY SERVICE CHARGE
	535 80 41 020 Collection Services			401 Sewer Operations Fund				1,217.88	
	537 80 41 020 Collection Services			412 Solid Waste Operations Fund				608.94	
	514 23 41 010 Bank Fees			001 Current Expense Fund				608.94	
6956	07/09/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	9.60	CIVICREC SERVICE FEE FOR $320.00 - ITEM TRACE#- 091000011011191
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				9.60	
6980	07/10/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	2.10	CIVICREC SERVICE FEE FOR $69.99 - ITEM TRACE#- 091000013241169
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				2.10	
7016	07/11/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	3.15	CIVICREC SERVICE FEE FOR $105.00 - ITEM TRACE#- 091000016986109
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				3.15	
7045	07/14/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	53.70	CIVICREC SERVICE FEE FOR $1790.00 - ITEM TRACE#- 091000010290533
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				53.70	
7067	07/15/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	5.25	CIVICREC SERVICE FEE FOR ($1350.00) - ITEM TRACE#- 091000018625913
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				5.25	
7071	07/15/2025	07/31/2025	1		Ser Chge		US Bank -- Analysis Fees	1,130.63	JULY 2025 US BANK ANALYSIS FEES
	535 80 41 020 Collection Services			401 Sewer Operations Fund				565.31	

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
	514 23 41 010 Bank Fees			001 Current Expense Fund				282.66	
	537 80 41 020 Collection Services			412 Solid Waste Operations Fund				282.66	
7391	07/17/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	4.50	CIVICREC SERVICE FEE FOR ($225.00) - ITEM TRACE#- 091000012238899
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				4.50	
7422	07/18/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	8.40	CIVICREC SERVICE FEE FOR $280.00 - ITEM TRACE#- 091000016423317
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				8.40	
7458	07/21/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	6.90	CIVICREC SERVICE FEE FOR $230.00 - ITEM TRACE#- 091000012620528
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				6.90	
7459	07/21/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	2.80	CIVICREC SERVICE FEE FOR $93.49 - ITEM TRACE#- 091000010888171
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				2.80	
7460	07/21/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	1.05	CIVICREC SERVICE FEE FOR $35.00 - ITEM TRACE#- 091000015510052
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				1.05	
7507	07/22/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	3.60	CIVICREC SERVICE FEE FOR $20.00 - ITEM TRACE#- 091000013526837
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				3.60	
7535	07/23/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	10.80	CIVICREC SERVICE FEE FOR $360.00 - ITEM TRACE#- 091000019502070
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				10.80	
7564	07/24/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	9.30	CIVICREC SERVICE FEE FOR $310.00 - ITEM TRACE#- 091000010588440
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				9.30	
7593	07/25/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	2.40	CIVICREC SERVICE FEE FOR $80.00 - ITEM TRACE#- 091000017087952
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				2.40	
7625	07/28/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	3.00	CIVICREC SERVICE FEE FOR $100.00 - ITEM TRACE#- 091000011017301
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				3.00	
7665	07/29/2025	07/31/2025	1	EFT	Ser Chge		Fiserv., dba Cardpointe	3.00	CIVICREC SERVICE FEE FOR $100.00 - ITEM TRACE#- 091000013058441
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				3.00	

TRANSACTION JOURNAL

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
7687	07/30/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	6.00	CIVICREC SERVICE FEE FOR $200.00 - ITEM TRACE#- 091000018964811
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				6.00	
7723	07/31/2025	07/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	6.25	CIVICREC SERVICE FEE FOR $108.38 - ITEM TRACE#- 091000016475639
	514 23 41 008 Bank Fees - Park and F			001 Current Expense Fund				6.25	

Records Printed: 35

Adjustments:	0.00
Beginning Balance:	0.00
Revenues:	0.00
Warrant Expenditures:	0.00
Non Warrant Expenditures:	7,849.03
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	2,112.32	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00	0.00	0.00	0.00	91.62	0.00	0.00	0.00
401 Sewer Operations Fund	0.00	0.00	0.00	0.00	3,716.72	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.00	1,858.37	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	7,779.03	0.00	0.00	0.00

City Council Agenda Item

Agenda Item No.: e.3.

Date: August 13, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

Motion to approve check register and EFTs.

BACKGROUND/SUMMARY INFORMATION:

Claims checks #204885 through #204992, plus EFTs.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling $1,357,458.50.

ATTACHMENTS:

1. 2025-08-13 Check Register

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
7958	**08/13/2025**	**Claims**	**2**	**EFT**	**Comcast Holdings Corp**		**674.46**	
		001 - 518 80 42 021 - Internet Services				674.46		
7959	**08/13/2025**	**Claims**	**2**	**EFT**	**Cellco Partnershp dba Verizon Wireless**		**3,954.23**	
		001 - 513 10 42 020 - Telephone				225.70		
		001 - 514 23 42 020 - Telephone				113.46		
		001 - 518 80 42 020 - Telephone				113.46		
		001 - 521 20 42 020 - Telephone				1,320.79		
		001 - 524 20 42 020 - Telephone				153.47		
		401 - 535 80 42 030 - Cell Phones				520.11		
		102 - 536 20 42 020 - Telephone				111.22		
		412 - 537 80 42 025 - Cell Phones				451.46		
		103 - 542 30 42 020 - Telephone				262.95		
		001 - 558 60 42 020 - Telephone				71.21		
		101 - 576 80 42 020 - Telephone				372.43		
		001 - 595 10 42 025 - Cell Phones				237.97		
7960	**08/13/2025**	**Claims**	**2**	**EFT**	**Cellco Partnershp dba Verizon Wireless**		**924.66**	
		001 - 521 20 42 020 - Telephone				724.61		
		001 - 522 20 42 020 - Telephone				120.03		
		101 - 576 80 42 020 - Telephone				40.01		
		001 - 595 10 42 025 - Cell Phones				40.01		
7961	**08/13/2025**	**Claims**	**2**	**EFT**	**WA St Dept of Prof Licen**		**456.00**	
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				456.00		
7962	**08/13/2025**	**Claims**	**2**	**204885**	**A-1 Mobile Lock & Key**		**169.57**	
		412 - 537 80 31 000 - Operating Supplies				169.57		
7963	**08/13/2025**	**Claims**	**2**	**204886**	**Amazon Capital Svcs, Inc**		**2,631.38**	
		001 - 514 23 31 000 - Supplies				25.74		
		001 - 514 23 31 000 - Supplies				66.24		
		001 - 514 23 31 000 - Supplies				33.64		
		001 - 518 80 31 001 - Repair & Maintenance Sup				86.65		
		001 - 521 20 26 000 - Uniforms/Accessories				285.09		
		001 - 521 20 26 000 - Uniforms/Accessories				438.78		
		001 - 521 20 31 002 - Office/Operating Supplies				30.27		
		001 - 521 20 31 002 - Office/Operating Supplies				66.86		
		001 - 521 20 31 002 - Office/Operating Supplies				364.96		
		001 - 522 20 31 000 - Operating Supplies				149.01		
		001 - 522 20 35 000 - Small Tools & Minor Equip				76.02		
		001 - 524 20 31 000 - Off/Oper Supps & Books				133.28		
		001 - 524 20 31 000 - Off/Oper Supps & Books				46.34		
		001 - 524 20 31 000 - Off/Oper Supps & Books				68.22		
		001 - 524 20 31 000 - Off/Oper Supps & Books				55.67		
		401 - 535 80 31 000 - Office Supplies				24.44		
		103 - 542 30 31 000 - Operating Supplies				26.05		
		001 - 558 60 31 000 - Supplies/Books				133.28		
		001 - 558 60 31 000 - Supplies/Books				46.34		
		001 - 558 60 31 000 - Supplies/Books				68.22		
		001 - 558 60 31 000 - Supplies/Books				55.67		
		101 - 576 80 31 100 - Fertilizer/Herbicide				91.46		
		101 - 576 80 48 004 - Community Center				69.49		
		101 - 576 80 48 021 - Equipment				19.43		
		001 - 595 10 31 000 - Supplies				46.34		
		001 - 595 10 31 000 - Supplies				68.23		
		001 - 595 10 31 000 - Supplies				55.66		
7964	**08/13/2025**	**Claims**	**2**	**204887**	**Digger Enterp, dba Anacortes Printing**		**101.72**	
		001 - 521 20 31 002 - Office/Operating Supplies				101.72		
7965	**08/13/2025**	**Claims**	**2**	**204888**	**Angel Armor LLC**		**2,254.50**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 521 20 26 020 - Balistic Vests				1,700.37		
		001 - 521 20 26 020 - Balistic Vests				554.13		
7966	**08/13/2025**	**Claims**	**2**	**204889**	**Bluebeam, Inc.**		**1,216.32**	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				1,216.32		
7967	**08/13/2025**	**Claims**	**2**	**204890**	**Blythe Mechanical Inc**		**92.19**	
		101 - 576 80 48 001 - Riverfront				254.39		
		101 - 576 80 48 006 - Memorial Park				-162.20		
7968	**08/13/2025**	**Claims**	**2**	**204891**	**Boulder Park Inc**		**17,629.80**	
		401 - 535 80 35 020 - Solids Handling				17,629.80		
7969	**08/13/2025**	**Claims**	**2**	**204892**	**C.Hlth130, dba Cardinal Health 112 LLC**		**463.55**	
		001 - 522 21 31 000 - Operating Supplies - Medical				463.55		
7970	**08/13/2025**	**Claims**	**2**	**204893**	**Carl's Towing & Muffler**		**322.54**	
		001 - 521 20 41 001 - Professional Services				322.54		
7971	**08/13/2025**	**Claims**	**2**	**204894**	**Carletti Architects Ps**		**2,091.00**	
		505 - 594 48 60 021 - Const - PW Veh Storage Bldg				2,091.00		
7972	**08/13/2025**	**Claims**	**2**	**204895**	**Central Welding Supply**		**136.44**	
		001 - 522 21 31 000 - Operating Supplies - Medical				136.44		
7973	**08/13/2025**	**Claims**	**2**	**204896**	**Certerra Northwest**		**5,475.40**	
		101 - 594 76 63 025 - Olmsted Park				5,475.40		
7974	**08/13/2025**	**Claims**	**2**	**204897**	**City of Mount Vernon**		**10,909.15**	
		001 - 521 20 41 050 - Spillman System				10,909.15		
7975	**08/13/2025**	**Claims**	**2**	**204898**	**CivicPlus, LLC**		**6,453.28**	
		001 - 591 23 70 001 - Lease + Subscription IT (SBITA)				6,453.28		
7976	**08/13/2025**	**Claims**	**2**	**204899**	**Consolidated Electrical Dist., Inc.**		**278.14**	
		401 - 535 50 48 060 - Maintenance Of Buildings				298.48		
		401 - 535 50 48 060 - Maintenance Of Buildings				-20.34		
7977	**08/13/2025**	**Claims**	**2**	**204900**	**Tech Data Corp. dba DLT Solutions LLC**		**5,867.28**	
		001 - 591 10 70 520 - Leases + Subscription IT (SBITA				5,867.28		
7978	**08/13/2025**	**Claims**	**2**	**204901**	**DS Services of America, Inc.**		**847.21**	
		412 - 537 80 31 000 - Operating Supplies				835.29		
		103 - 542 30 31 000 - Operating Supplies				11.92		
7979	**08/13/2025**	**Claims**	**2**	**204902**	**Dell Marketing LP**		**4,207.76**	
		501 - 594 21 64 501 - Equip & Vehicles - Police				4,207.76		
7980	**08/13/2025**	**Claims**	**2**	**204903**	**Dobbs Heavy Duty Holdings, LLC**		**966.98**	
		412 - 537 50 48 000 - Repairs/maint-equip				201.30		Unit 526
		412 - 537 50 48 000 - Repairs/maint-equip				444.79		Unit 522
		412 - 537 50 48 000 - Repairs/maint-equip				176.82		Unit 522
		412 - 537 50 48 000 - Repairs/maint-equip				26.05		Unit 522
		412 - 537 50 48 000 - Repairs/maint-equip				118.02		Unit 522
7981	**08/13/2025**	**Claims**	**2**	**204904**	**E & E Lumber, Inc.**		**440.56**	
		401 - 535 50 48 010 - Maintenance Of Lines				28.08		
		102 - 536 20 31 010 - Operating Supplies				30.40		
		102 - 536 20 48 030 - Repair/Maintenance-Land				29.57		
		103 - 542 30 31 000 - Operating Supplies				38.82		
		103 - 542 30 31 000 - Operating Supplies				12.47		

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		101 - 576 80 31 006 - Operating Sup - City Hall				26.16		
		101 - 576 80 31 009 - Operating Sup - Bingham Park				99.48		
		101 - 576 80 48 004 - Community Center				22.89		Comm Ctr Cabinet Bullet Hole Repair
		101 - 576 80 48 006 - Memorial Park				28.36		
		101 - 576 80 48 009 - Hammer Square				35.72		
		001 - 595 10 31 000 - Supplies				88.61		
7982	**08/13/2025**	**Claims**	**2**	**204905**	**Dale Engel**		**70.65**	
		101 - 576 80 48 012 - Harry Osborne				9.77		
		101 - 576 80 48 012 - Harry Osborne				60.88		
7983	**08/13/2025**	**Claims**	**2**	**204906**	**Enviro-Clean Equip, Inc.**		**1,477.50**	
		425 - 531 50 31 000 - Operating Supplies				1,477.50		
7984	**08/13/2025**	**Claims**	**2**	**204907**	**Eurofins Enviro Testing**		**329.00**	
		401 - 535 80 41 000 - Professional Services				128.00		
		401 - 535 80 41 000 - Professional Services				201.00		
7985	**08/13/2025**	**Claims**	**2**	**204908**	**Excavation West Inc**		**585,373.82**	
		101 - 594 76 63 025 - Olmsted Park				585,373.82		
7986	**08/13/2025**	**Claims**	**2**	**204909**	**Facet NW, Inc**		**30,436.22**	
		001 - 558 60 41 000 - Professional Services				30,436.22		
7987	**08/13/2025**	**Claims**	**2**	**204910**	**Fastenal Company**		**32.58**	
		412 - 537 80 31 000 - Operating Supplies				32.58		
7988	**08/13/2025**	**Claims**	**2**	**204911**	**FirstNET/AT&T Mobility**		**702.74**	
		001 - 522 20 42 020 - Telephone				702.74		
7989	**08/13/2025**	**Claims**	**2**	**204912**	**General Code**		**1,524.21**	
		001 - 511 60 31 001 - Legal Publications				1,524.21		
7990	**08/13/2025**	**Claims**	**2**	**204913**	**Tom Glover**		**788.42**	
		001 - 558 60 43 000 - Travel				788.42		
7991	**08/13/2025**	**Claims**	**2**	**204914**	**Gordon Truck Centers, Inc**		**4,545.51**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				2,511.94		
		001 - 522 20 48 000 - Repairs/Maint-Equip				2,033.57		
7992	**08/13/2025**	**Claims**	**2**	**204915**	**Gray & Osborne Inc**		**16,479.63**	
		425 - 531 50 41 000 - Professional Services				16,479.63		
7993	**08/13/2025**	**Claims**	**2**	**204916**	**Harnish Group Inc.**		**2,298.11**	
		412 - 537 50 48 000 - Repairs/maint-equip				1,121.72		Unit 524
		412 - 537 50 48 000 - Repairs/maint-equip				479.07		Unit 524
		412 - 537 50 48 000 - Repairs/maint-equip				697.32		Unit 524
7994	**08/13/2025**	**Claims**	**2**	**204917**	**Helping Hands Food Bank**		**863.88**	
		117 - 551 00 00 117 - Affordable Housing - Operatio				863.88		
7995	**08/13/2025**	**Claims**	**2**	**204918**	**Heritage Bank**		**1,322.44**	
		104 - 595 30 63 083 - Const-SR 9-John Liner-McGari				1,322.44		
7996	**08/13/2025**	**Claims**	**2**	**204919**	**Home Depot Credit Services**		**7.47**	
		101 - 576 80 48 005 - Senior Center				7.47		
7997	**08/13/2025**	**Claims**	**2**	**204920**	**Hughes Fire Equip Inc**		**5,280.56**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				1,270.28		
		001 - 522 20 48 000 - Repairs/Maint-Equip				1,029.69		
		001 - 522 20 48 000 - Repairs/Maint-Equip				392.26		
		001 - 522 20 48 000 - Repairs/Maint-Equip				2,196.07		
		001 - 522 20 48 000 - Repairs/Maint-Equip				392.26		
7998	**08/13/2025**	**Claims**	**2**	**204921**	**ICONIX Waterworks (US) Inc**		**2,429.09**	
		401 - 535 50 48 010 - Maintenance Of Lines				1,524.71		

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		101 - 594 76 61 003 - Miscellaneous Park Upgrades				904.38		Engberg Water Service
7999	**08/13/2025**	**Claims**	**2**	**204922**	**K Engineers, Inc**		**234.00**	
		101 - 594 76 63 025 - Olmsted Park				234.00		
8000	**08/13/2025**	**Claims**	**2**	**204923**	**KCDA Purchasing Cooperative**		**9,552.26**	
		101 - 594 76 31 000 - Buildings & Structures				9,552.26		
8001	**08/13/2025**	**Claims**	**2**	**204924**	**Johnathan Kohlman**		**710.00**	
		001 - 512 50 41 050 - Security Services				710.00		
8002	**08/13/2025**	**Claims**	**2**	**204925**	**L N Curtis & Sons**		**653.26**	
		001 - 521 20 26 000 - Uniforms/Accessories				342.37		
		001 - 521 20 26 000 - Uniforms/Accessories				81.75		
		001 - 521 20 26 000 - Uniforms/Accessories				67.65		
		001 - 521 20 26 000 - Uniforms/Accessories				161.49		
8003	**08/13/2025**	**Claims**	**2**	**204926**	**Lakeside Industries, Inc.**		**690.96**	
		103 - 542 30 48 003 - Asphalt Materials				690.96		
8004	**08/13/2025**	**Claims**	**2**	**204927**	**Lauts Inc dba Lautenbach Industries**		**2,327.40**	
		412 - 537 60 47 015 - Construction Demolition Land				139.05		Byk bucko
		412 - 537 60 47 015 - Construction Demolition Land				986.85		830 Nelson & 804 Trail
		412 - 537 60 47 015 - Construction Demolition Land				1,201.50		830 Nelson & 1803 N Sound Dr
8005	**08/13/2025**	**Claims**	**2**	**204928**	**Leavens Enterprises Inc**		**14,720.08**	
		101 - 576 80 48 004 - Community Center				14,720.08		
8006	**08/13/2025**	**Claims**	**2**	**204929**	**Les Schwab Tire Center**		**10,021.54**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				4,605.71		
		425 - 531 50 48 000 - Repairs/Maintenance				152.03		
		412 - 537 50 48 000 - Repairs/maint-equip				2,939.22		Unit 522 tires
		412 - 537 50 48 000 - Repairs/maint-equip				146.58		Tires #526 & 527
		412 - 537 60 47 011 - Site Recycling Disposal				140.64		Site recycle tires
		412 - 537 80 31 000 - Operating Supplies				2,037.36		
8007	**08/13/2025**	**Claims**	**2**	**204930**	**Life Assist Inc.**		**5,707.12**	
		001 - 522 21 31 000 - Operating Supplies - Medical				174.85		
		001 - 522 21 31 000 - Operating Supplies - Medical				524.54		
		001 - 522 21 31 000 - Operating Supplies - Medical				174.85		
		001 - 522 21 31 000 - Operating Supplies - Medical				4,832.88		
8008	**08/13/2025**	**Claims**	**2**	**204931**	**NW Center Svcs, Inc dba Lithtex NW**		**1,214.42**	
		001 - 512 50 31 000 - Supplies				990.36		
		001 - 514 23 31 000 - Supplies				224.06		
8009	**08/13/2025**	**Claims**	**2**	**204932**	**Loggers & Contractors**		**258.04**	
		412 - 537 50 48 000 - Repairs/maint-equip				258.04		Unit 524
8010	**08/13/2025**	**Claims**	**2**	**204933**	**McLoughlin & Eardley Corp**		**2,883.72**	
		001 - 521 20 26 000 - Uniforms/Accessories				255.63		
		001 - 522 20 48 000 - Repairs/Maint-Equip				305.63		
		501 - 594 21 64 501 - Equip & Vehicles - Police				-2,533.42		
		501 - 594 21 64 501 - Equip & Vehicles - Police				2,306.58		
		501 - 594 21 64 501 - Equip & Vehicles - Police				2,384.77		
		501 - 594 21 64 501 - Equip & Vehicles - Police				164.53		
8011	**08/13/2025**	**Claims**	**2**	**204934**	**Meyer Sign**		**1,675.70**	
		501 - 594 22 64 501 - Vehicles - Fire				1,675.70		
8012	**08/13/2025**	**Claims**	**2**	**204935**	**Motorola Solutions**		**20,935.42**	
		501 - 594 21 64 501 - Equip & Vehicles - Police				20,935.42		
8013	**08/13/2025**	**Claims**	**2**	**204936**	**Walter E Nelson Co. of N. WA**		**874.64**	

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		101 - 576 80 31 003 - Operating Sup - Parks Shop				817.22		
		101 - 576 80 31 009 - Operating Sup - Bingham Park				57.42		
8014	**08/13/2025**	**Claims**	**2**	**204937**	**Nelson Dist, Inc. dba Nelson-Reisner**		**270.14**	
		425 - 531 50 32 000 - Vehicle Fuel				61.18		
		412 - 537 80 32 000 - Auto Fuel/Diesel				208.96		
8015	**08/13/2025**	**Claims**	**2**	**204938**	**Nordic Temperature Control**		**2,114.52**	
		101 - 576 80 48 003 - Bingham Caretaker				394.40		
		101 - 576 80 48 016 - City Hall				1,720.12		
8016	**08/13/2025**	**Claims**	**2**	**204939**	**North Cascade Vet Hospital**		**97.00**	
		001 - 521 20 41 020 - Veterinary Services				97.00		
8017	**08/13/2025**	**Claims**	**2**	**204940**	**NCL of WI, dba North Central Labs**		**198.70**	
		401 - 535 80 31 020 - Op Supplies-Chemicals				198.70		
8018	**08/13/2025**	**Claims**	**2**	**204941**	**North County Public Defense**		**21,173.32**	
		001 - 515 93 41 000 - Indigent Defender				21,173.32		
8019	**08/13/2025**	**Claims**	**2**	**204942**	**North Hill Resources Inc**		**3,821.13**	
		412 - 537 60 47 011 - Site Recycling Disposal				146.13		Site recycle concrete
		412 - 537 60 47 020 - Site Yard Waste Disposal				3,675.00		Site Brush
8020	**08/13/2025**	**Claims**	**2**	**204943**	**Oliver-Hammer, Inc**		**957.67**	
		001 - 522 20 26 000 - Uniforms				8.15		
		401 - 535 80 35 010 - Safety Equipment				228.02		
		412 - 537 80 31 000 - Operating Supplies				374.50		
		103 - 542 30 35 010 - Safety Equipment				86.75		
		103 - 542 30 35 010 - Safety Equipment				86.75		
		101 - 576 80 35 010 - Safety Equipment				86.75		
		101 - 576 80 35 010 - Safety Equipment				86.75		
8021	**08/13/2025**	**Claims**	**2**	**204944**	**Ott To Print Green Inc**		**238.00**	
		001 - 512 50 31 000 - Supplies				238.00		
8022	**08/13/2025**	**Claims**	**2**	**204945**	**Kyle Pfluger**		**814.50**	
		101 - 576 80 48 004 - Community Center				407.25		
		101 - 576 80 48 005 - Senior Center				407.25		
8023	**08/13/2025**	**Claims**	**2**	**204946**	**PlayCore Wisconsin Inc**		**1,038.02**	
		101 - 576 80 48 001 - Riverfront				1,038.02		
8024	**08/13/2025**	**Claims**	**2**	**204947**	**LEPS-PSS PLLC dba Public Safety Psych**		**480.00**	
		001 - 521 20 41 001 - Professional Services				480.00		
8025	**08/13/2025**	**Claims**	**2**	**204948**	**Puget Sound Energy, Inc.**		**35,801.00**	
		001 - 521 20 47 000 - Public Utilities				220.95		
		001 - 521 20 47 000 - Public Utilities				46.30		
		001 - 522 50 47 000 - Public Utilities				826.98		
		425 - 531 50 47 000 - Public Utilities				30.47		
		425 - 531 50 47 000 - Public Utilities				91.26		
		401 - 535 80 47 000 - Public Utilities				57.51		
		401 - 535 80 47 000 - Public Utilities				147.53		
		401 - 535 80 47 000 - Public Utilities				13,164.75		
		401 - 535 80 47 000 - Public Utilities				124.01		
		401 - 535 80 47 000 - Public Utilities				369.19		
		401 - 535 80 47 000 - Public Utilities				144.37		
		401 - 535 80 47 000 - Public Utilities				67.59		
		401 - 535 80 47 000 - Public Utilities				262.73		
		401 - 535 80 47 000 - Public Utilities				171.03		
		401 - 535 80 47 000 - Public Utilities				258.26		

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		401 - 535 80 47 000 - Public Utilities				632.18		
		102 - 536 20 47 000 - Public Utilities				37.07		
		412 - 537 80 47 000 - Public Utilities				93.28		
		103 - 542 63 47 000 - Public Utilities				12,599.35		
		103 - 542 63 47 000 - Public Utilities				73.17		
		103 - 542 63 47 000 - Public Utilities				71.66		
		103 - 542 63 47 000 - Public Utilities				67.63		
		104 - 559 30 01 105 - Utility Payments on Redevelopı				50.70		
		101 - 576 80 47 000 - Riverfront				591.99		
		101 - 576 80 47 000 - Riverfront				164.23		
		101 - 576 80 47 000 - Riverfront				10.87		
		101 - 576 80 47 000 - Riverfront				14.06		
		101 - 576 80 47 010 - Community Center				346.73		
		101 - 576 80 47 020 - Senior Center				430.66		
		101 - 576 80 47 030 - Museum Apartments				32.19		
		101 - 576 80 47 030 - Museum Apartments				11.54		
		101 - 576 80 47 030 - Museum Apartments				25.03		
		101 - 576 80 47 040 - Train				15.73		
		101 - 576 80 47 050 - Hammer Square				149.57		
		101 - 576 80 47 051 - Bingham / Memorial				137.99		
		101 - 576 80 47 051 - Bingham / Memorial				93.65		
		101 - 576 80 47 052 - Bingham Caretaker				164.19		
		101 - 576 80 47 053 - Other Utilities				94.83		
		101 - 576 80 47 053 - Other Utilities				10.87		
		101 - 576 80 47 070 - City Hall				3,898.90		
8026	**08/13/2025**	**Claims**	**2**	**204949**	**RH2 Engineering Inc**		**9,677.90**	
		401 - 594 35 63 000 - Engineering Services				9,677.90		
8027	**08/13/2025**	**Claims**	**2**	**204950**	**RWC Interntl Ltd, dba RWC Group**		**84,753.31**	
		501 - 594 42 64 000 - Equip & Vehicles - Streets				84,753.31		Unit 310 mechanical rehab
8028	**08/13/2025**	**Claims**	**2**	**204951**	**Ricoh USA, Inc**		**31.92**	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				31.92		
8029	**08/13/2025**	**Claims**	**2**	**204952**	**Rodda Paint Co**		**1,312.61**	
		103 - 542 64 31 001 - Painting & Striping Supplies				250.22		
		103 - 542 64 31 001 - Painting & Striping Supplies				528.28		
		103 - 542 64 31 001 - Painting & Striping Supplies				534.11		
8030	**08/13/2025**	**Claims**	**2**	**204953**	**Heather Romano**		**740.25**	
		001 - 521 20 41 001 - Professional Services				441.00		
		001 - 521 20 41 001 - Professional Services				299.25		
8031	**08/13/2025**	**Claims**	**2**	**204954**	**SAR Enterprises, Inc.**		**5,319.47**	
		501 - 594 21 64 501 - Equip & Vehicles - Police				5,319.47		
8032	**08/13/2025**	**Claims**	**2**	**204955**	**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		
8033	**08/13/2025**	**Claims**	**2**	**204956**	**SRV Construction Inc**		**25,126.41**	
		104 - 595 30 63 083 - Const-SR 9-John Liner-McGari(				25,126.41		
8034	**08/13/2025**	**Claims**	**2**	**204957**	**Solid Waste Syst Inc dba SWS Equipment**		**322.82**	
		412 - 537 50 48 000 - Repairs/maint-equip				322.82		Unit 522
8035	**08/13/2025**	**Claims**	**2**	**204958**	**Scholten's Equipment Inc.**		**206.32**	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				206.32		Unit 337
8036	**08/13/2025**	**Claims**	**2**	**204959**	**Sea-Western, Inc.**		**4,683.10**	
		001 - 522 20 26 000 - Uniforms				412.25		
		501 - 594 22 64 501 - Vehicles - Fire				293.05		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		501 - 594 22 64 501 - Vehicles - Fire				1,340.38		
		501 - 594 22 64 501 - Vehicles - Fire				2,637.42		
8037	**08/13/2025**	**Claims**	**2**	**204960**	**Sedgwick Claims**		**3,986.56**	
		001 - 511 60 21 001 - Industrial Insurance				2.89		
		001 - 512 50 21 001 - Industrial Insurance				3.57		
		001 - 513 10 21 001 - Industrial Insurance				6.80		
		001 - 514 23 21 001 - Industrial Insurance				28.90		
		001 - 518 80 21 001 - Industrial Insurance				9.69		
		001 - 521 10 21 001 - Industrial Insurance				73.44		
		001 - 521 20 21 001 - Industrial Insurance				980.90		
		001 - 522 20 21 001 - Industrial Insurance				691.90		
		001 - 522 21 21 001 - Industrial Insurance				657.90		
		001 - 522 22 21 001 - Industrical Insurance				102.00		
		001 - 522 23 21 001 - Industrial Insurance				527.36		
		001 - 524 20 21 001 - Industrial Insurance				34.01		
		425 - 531 50 21 001 - Industrial Insurance				86.70		
		401 - 535 80 21 001 - Industrial Insurance				202.30		
		102 - 536 20 21 001 - Industrial Insurance				32.30		
		412 - 537 80 21 001 - Industrial Insurance				200.60		
		103 - 542 30 21 001 - Industrial Insurance				91.80		
		501 - 548 30 21 001 - Industrial Insurance				42.36		
		001 - 558 60 21 001 - Industrial Insurance				8.50		
		101 - 576 80 21 001 - Industrial Insurance				129.20		
		001 - 595 10 21 001 - Industrial Insurance				73.44		
8038	**08/13/2025**	**Claims**	**2**	**204961**	**Sedro-Woolley Auto Parts Inc**		**815.32**	
		001 - 518 20 48 000 - Repair & Maintenance				51.10		Unit 12
		001 - 518 20 48 000 - Repair & Maintenance				72.81		
		001 - 521 20 31 002 - Office/Operating Supplies				9.75		
		001 - 521 20 48 010 - Repair & Maint - Auto				-1,415.33		Veh 256 Cook BLEA
		401 - 535 50 48 040 - Maintenance Of Vehicles				22.40		Unit 405
		401 - 535 50 48 040 - Maintenance Of Vehicles				234.74		Unit 405
		401 - 535 50 48 040 - Maintenance Of Vehicles				39.07		Unit 405
		401 - 535 50 48 040 - Maintenance Of Vehicles				182.89		
		401 - 535 50 48 040 - Maintenance Of Vehicles				-21.72		
		401 - 535 50 48 040 - Maintenance Of Vehicles				180.96		
		401 - 535 50 48 040 - Maintenance Of Vehicles				50.00		
		401 - 535 80 31 000 - Office Supplies				8.03		
		412 - 537 50 48 000 - Repairs/maint-equip				7.22		Unit 524
		412 - 537 50 48 000 - Repairs/maint-equip				301.53		Unit 518
		412 - 537 50 48 000 - Repairs/maint-equip				66.35		Unit 518
		412 - 537 80 31 000 - Operating Supplies				57.19		
		412 - 537 80 31 000 - Operating Supplies				147.90		
		412 - 537 80 31 000 - Operating Supplies				177.77		
		412 - 537 80 31 000 - Operating Supplies				85.97		Paint for Food Pavillion Compactor
		103 - 542 30 48 010 - Repair/Maintenance-Equip				46.45		Unit 302
		501 - 548 30 31 000 - Operating Supplies				25.71		
		501 - 548 30 31 000 - Operating Supplies				301.52		
		101 - 576 80 31 000 - Operating Sup - Tesarik Park				93.88		
		101 - 576 80 48 021 - Equipment				89.13		Unit 141
8039	**08/13/2025**	**Claims**	**2**	**204962**	**M.T. Gehring dba Sedro-Woolley Auto**		**2,652.21**	
		001 - 521 20 48 010 - Repair & Maint - Auto				148.48		
		001 - 521 20 48 010 - Repair & Maint - Auto				92.03		
		001 - 521 20 48 010 - Repair & Maint - Auto				1,658.75		
		001 - 521 20 48 010 - Repair & Maint - Auto				647.92		
		001 - 521 20 48 010 - Repair & Maint - Auto				105.03		
8040	**08/13/2025**	**Claims**	**2**	**204963**	**Sedro-Woolley Chamber of Commerce**		**7,800.00**	
		108 - 557 30 41 011 - Chamber Of Commerce				7,800.00		

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
8041	**08/13/2025**	**Claims**	**2**	**204964**	**Servicemaster Cleaning By Roth**		**461.03**	
		401 - 535 50 48 010 - Maintenance Of Lines				461.03		
8042	**08/13/2025**	**Claims**	**2**	**204965**	**Skagit 911**		**3,460.75**	
		001 - 591 20 70 522 - Leases + Subscription IT (SBITA				3,460.75		
8043	**08/13/2025**	**Claims**	**2**	**204966**	**Skagit Cnty Auditor**		**16,266.00**	
		001 - 514 90 41 000 - Voter Registration Costs				16,266.00		
8044	**08/13/2025**	**Claims**	**2**	**204967**	**Skagit Cnty Central Svcs**		**8,108.30**	
		001 - 521 20 41 050 - Spillman System				8,108.30		
8045	**08/13/2025**	**Claims**	**2**	**204968**	**Skagit Cnty Dept of Emerg Mgmt**		**10,147.19**	
		001 - 525 10 41 000 - Dept Of Emerg Management				10,147.19		
8046	**08/13/2025**	**Claims**	**2**	**204969**	**Skagit Cnty District Court**		**3,300.25**	
		001 - 512 50 41 001 - District Court Surcharge				3,300.25		
8047	**08/13/2025**	**Claims**	**2**	**204970**	**Skagit Cnty Public Health**		**1,842.20**	
		001 - 566 00 41 000 - Skagit Co Public Health-2% Liq				1,842.20		
8048	**08/13/2025**	**Claims**	**2**	**204971**	**Skagit Cnty Public Works**		**18,611.12**	
		425 - 531 50 41 002 - Contracted Services				8,563.72		
		425 - 531 50 41 002 - Contracted Services				9,179.32		
		103 - 542 64 31 004 - Street Sign Materials				868.08		
8049	**08/13/2025**	**Claims**	**2**	**204972**	**Skagit Cnty Sheriff Office**		**549.92**	
		001 - 523 60 41 010 - Prisoner Transport				549.92		
8050	**08/13/2025**	**Claims**	**2**	**204973**	**Skagit Cnty Treasurer**		**71,899.84**	
		114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/1(				71,899.84		
8051	**08/13/2025**	**Claims**	**2**	**204974**	**Skagit Council Of Governments**		**1,192.85**	
		001 - 558 60 41 050 - SCOG				1,192.85		
8052	**08/13/2025**	**Claims**	**2**	**204975**	**Skagit Farmers Supply**		**217.56**	
		401 - 535 50 48 060 - Maintenance Of Buildings				8.68		
		401 - 535 80 31 000 - Office Supplies				17.35		
		401 - 535 80 35 000 - Small Tools & Minor Equip				10.52		
		412 - 537 80 31 000 - Operating Supplies				38.59		Forklift propane
		101 - 576 80 31 000 - Operating Sup - Tesarik Park				34.29		
		101 - 576 80 31 001 - Operating Sup - Riverfront				66.21		
		101 - 576 80 48 002 - RV Park				24.55		
		001 - 595 10 31 000 - Supplies				17.37		
8053	**08/13/2025**	**Claims**	**2**	**204976**	**PNG Media LLC, dba Skagit Publishing**		**468.06**	
		001 - 511 60 31 001 - Legal Publications				69.94		
		001 - 558 60 41 011 - Advertising Reimbuseable				398.12		
8054	**08/13/2025**	**Claims**	**2**	**204977**	**Brent Straight dba Skagit Shooting Range**		**489.15**	
		001 - 521 40 49 020 - Range Fees				489.15		
8055	**08/13/2025**	**Claims**	**2**	**204978**	**Skagit Valley Family YMCA**		**7,700.00**	
		117 - 551 00 00 117 - Affordable Housing - Operatioı				7,700.00		
8056	**08/13/2025**	**Claims**	**2**	**204979**	**Snyder Industries Inc**		**2,964.78**	
		412 - 537 80 34 002 - Containers -Yard Waste				2,964.78		
8057	**08/13/2025**	**Claims**	**2**	**204980**	**Sterling Vet Clinic**		**503.90**	
		001 - 521 20 41 023 - Canine				187.96		
		001 - 521 20 41 023 - Canine				36.95		
		001 - 521 20 41 023 - Canine				47.25		
		001 - 521 20 41 023 - Canine				211.65		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 521 20 41 023 - Canine				20.09		
8058	**08/13/2025**	**Claims**	**2**	**204981**	**Thompson, Guildner & Assoc, Inc P.S.**		**15,363.97**	
		001 - 515 41 41 000 - Ext Legal-City Attorney				12,671.80		
		001 - 515 45 41 000 - Legal - Litigation				2,692.17		
8059	**08/13/2025**	**Claims**	**2**	**204982**	**Tracy Buckham**		**5,182.36**	
		401 - 535 50 48 000 - Maintenance Contracts				1,036.00		
		412 - 537 80 48 000 - Repair/Maintenance				778.36		
		101 - 576 80 48 001 - Riverfront				2,332.00		
		101 - 576 80 48 013 - Tesarik Park				1,036.00		
8060	**08/13/2025**	**Claims**	**2**	**204983**	**Traffic Safety Supply Co, Inc**		**4,444.58**	
		103 - 542 64 31 004 - Street Sign Materials				3,674.48		
		103 - 542 64 31 004 - Street Sign Materials				770.10		
8061	**08/13/2025**	**Claims**	**2**	**204984**	**Tri-Tec Communications Inc**		**238.92**	
		001 - 518 80 41 000 - Professional Services				238.92		
8062	**08/13/2025**	**Claims**	**2**	**204985**	**FA Bartlett Tree dba Urban Forestry Svcs**		**425.00**	
		103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)				425.00		
8063	**08/13/2025**	**Claims**	**2**	**204986**	**Vestis Group, Inc**		**21.58**	
		401 - 535 80 49 000 - Laundry				7.82		WWTP
		412 - 537 80 49 000 - Misc-Laundry				8.91		Sanitation
		103 - 542 30 49 000 - Misc-Laundry				4.85		Streets
8064	**08/13/2025**	**Claims**	**2**	**204987**	**WA St Dept of Ecology**		**1,425.00**	
		401 - 535 50 48 000 - Maintenance Contracts				1,425.00		
8065	**08/13/2025**	**Claims**	**2**	**204988**	**Western Refinery Services Inc**		**152,905.05**	
		505 - 594 48 60 021 - Const - PW Veh Storage Bldg				152,905.05		
8066	**08/13/2025**	**Claims**	**2**	**204989**	**Whidbey Island Sign Solns, LLC**		**189.56**	
		101 - 576 80 48 016 - City Hall				189.56		
8067	**08/13/2025**	**Claims**	**2**	**204990**	**Woods Acquisition Corp**		**538.13**	
		401 - 535 50 48 010 - Maintenance Of Lines				169.47		
		412 - 537 50 48 000 - Repairs/maint-equip				79.96		Unit 524
		412 - 537 80 31 000 - Operating Supplies				156.32		
		103 - 542 30 31 000 - Operating Supplies				4.66		
		103 - 542 30 32 000 - Auto Fuel/Diesel				14.76		
		101 - 576 80 32 000 - Auto Fuel/Diesel				28.24		
		101 - 576 80 32 000 - Auto Fuel/Diesel				28.24		
		101 - 576 80 32 000 - Auto Fuel/Diesel				28.24		
		101 - 576 80 32 000 - Auto Fuel/Diesel				28.24		
8068	**08/13/2025**	**Claims**	**2**	**204991**	**World Kinect Energy Services, dba**		**8,909.99**	
		425 - 531 50 32 000 - Vehicle Fuel				70.48		
		425 - 531 50 32 000 - Vehicle Fuel				174.56		
		425 - 531 50 32 000 - Vehicle Fuel				160.32		
		425 - 531 50 32 000 - Vehicle Fuel				379.62		
		425 - 531 50 32 000 - Vehicle Fuel				287.40		
		102 - 536 20 32 000 - Auto Fuel/Diesel				169.16		
		412 - 537 80 32 000 - Auto Fuel/Diesel				18.66		
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,572.93		
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,614.67		
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,911.73		
		103 - 542 30 32 000 - Auto Fuel/Diesel				42.70		
		103 - 542 30 32 000 - Auto Fuel/Diesel				75.69		
		103 - 542 30 32 000 - Auto Fuel/Diesel				86.82		
		103 - 542 30 32 000 - Auto Fuel/Diesel				61.85		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		101 - 576 80 32 000 - Auto Fuel/Diesel				97.85		
		101 - 576 80 32 000 - Auto Fuel/Diesel				185.55		
8069	**08/13/2025**	**Claims**	**2**	**204992**	**Zachor, Stock & Krepps, Inc PS**		**9,575.00**	
		001 - 515 41 41 001 - Ext Legal-Prosecutor				9,575.00		

001 Current Expense Fund	191,885.17		
101 Parks & Facilities Fund	632,835.07		
102 Cemetery Fund	409.72		
103 Street Fund	21,714.65		
104 Arterial Street Fund	26,499.55		
108 Lodging Tax Fund	7,800.00		
114 Law Enforcement Sales Tax	71,899.84		
117 Housing and Related Services	8,563.88		
401 Sewer Operations Fund	50,192.46		
412 Solid Waste Operations Fund	29,613.36		
425 Stormwater Operations	37,194.19		
501 Equipment Replacement Fund	123,854.56		
505 Public Works Facility Fund	154,996.05		
		Claims:	1,357,458.50
	1,357,458.50		

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

______________________________ __________
Finance Director Date

______________________________ __________
Finance Committee Member Date

______________________________ __________
Finance Committee Member Date

______________________________ __________
Finance Committee Member Date

City Council Agenda Item

Agenda Item No.: e.4.

Date: August 13, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Resolution 1166-25 - Authorized Change Fund

RECOMMENDED ACTION:

Motion to approve Resolution 1166-25 revising the authorized balances of petty cash and change funds.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

Revised the Solid Waste change fund from $40.00 to $100.00.

ATTACHMENTS:

1. Resolution 1166-25_Change Fund

RESOLUTION NO. 1166-25

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY REVISING THE AUTHORIZED BALANCES OF PETTY CASH AND CHANGE FUNDS.

WHEREAS, the $40 cash box for the Solid Waste Yard Attendant could not be located in September 2024, and

WHEREAS, it was replaced with a $100 cash box.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

The following petty cash and change fund accounts are hereby authorized in the amount and with the custodians detailed below:

Type	Department / Location	Custodian	Authorized Amount
Petty Cash	Finance	Accounting Technician (Accounts Payable)	$125.00
Change Fund	Finance	Finance Staff – six $250 drawers	$1,500.00
Change Fund	Municipal Court	Court Clerk	$50.00
Change Fund	Solid Waste	Yard Waste Attendant	$100.00

PASSED by majority vote of the members of the Sedro-Woolley City Council this 13th day of AUGUST 2025.

____
Julia Johnson, Mayor

Attest:

____
Kelly Kohnken, Finance Director

Approved as to form:

____
Nikki Thompson, City Attorney

City Council Agenda Item

Agenda Item No.: e.5.

Date: August 13, 2025

From: Kyle Anderson, Assistant Engineer

Subject: Grant Application Approval - Transportation Improvement Board - Arterial Preservation Program

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RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to sign 2025 Transportation Improvement Board (TIB) applications for submittal for the Arterial Preservation Program (AP).

BACKGROUND/SUMMARY INFORMATION:

Project Estimates:

Township Street (State St to Dunlop St) $1,236,458.00
Proposed Funding: TIB $1,050,989.00 Local Match: $ 185,469.00 (REET I & II)

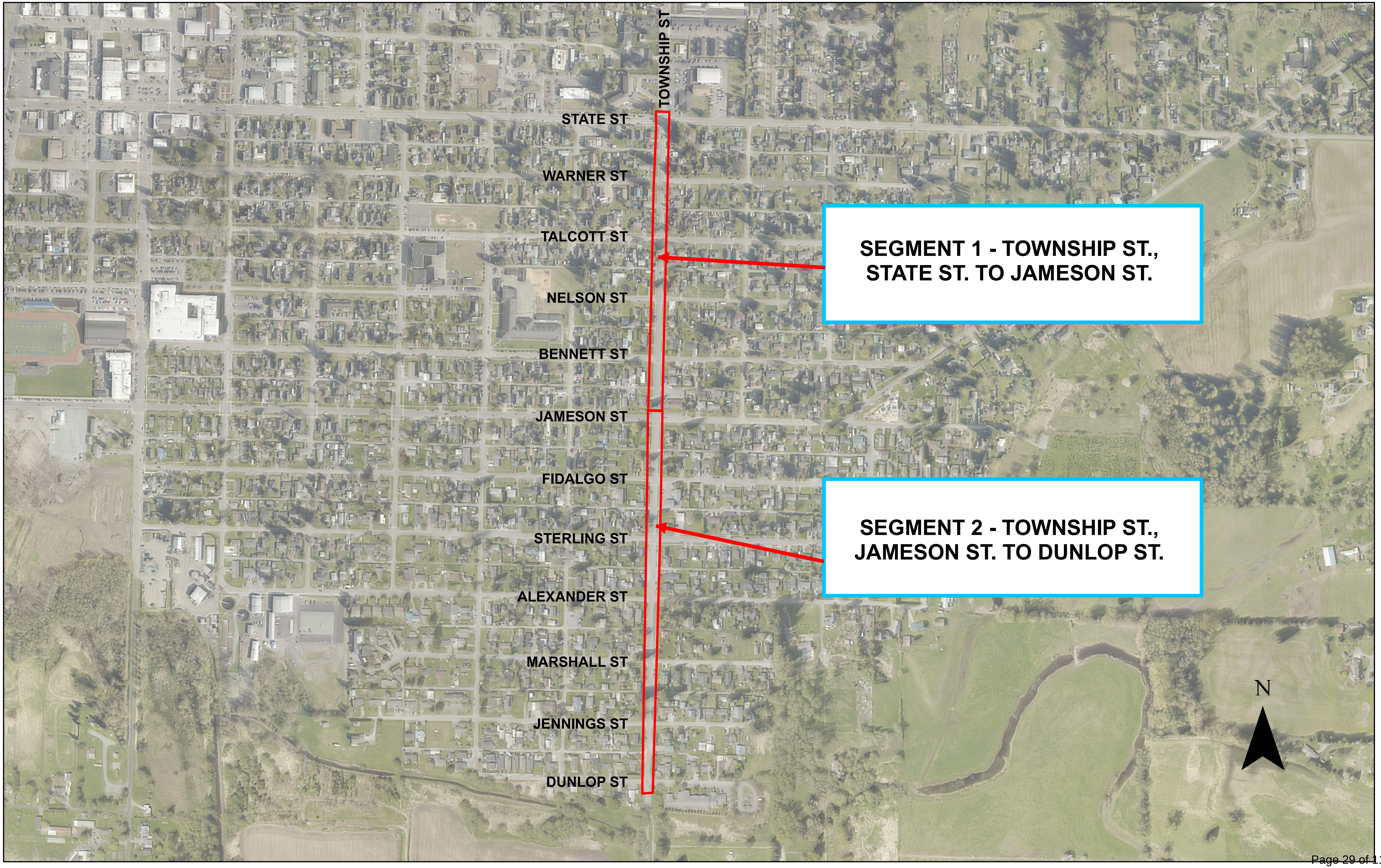
FISCAL IMPACT, IF APPROPRIATE:

There are no fiscal impacts at this time.

ATTACHMENTS:

1. TOWNSHIP STREET MAP

TOWNSHIP ST STREET MAP



City Council Agenda Item

Agenda Item No.: e.6.

Date: August 13, 2025

From: Bill Bullock, Public Works Director

Subject: Grant Application Approval - Transportation Improvement Board - Cascade Trail 2A

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor or designee to sign and submit project Cascade Trail 2A as 2025 Transportation Improvement Board (TIB) applications.

BACKGROUND/SUMMARY INFORMATION:

Due to federal funding and right of way requirements, the city may not be able to utilize the right of way and construction funding federal and state funding previously awarded by TIB and SCOG for Cascade Trail 2A. After consultation with TIB, the best course of action is to reapply for the next round of TIB funding with all federal funding removed.

TIB has two separate grant application programs that Cascade Trail 2A qualifies under: Active Transportation Program and Complete Streets Program.

FISCAL IMPACT, IF APPROPRIATE:

TIB funds are available at up to 85% of qualified project costs. The Active Transportation Program will not fund right of way costs. If grant applications are approved, a subsequent council agenda item will be authorization to accept the grants.

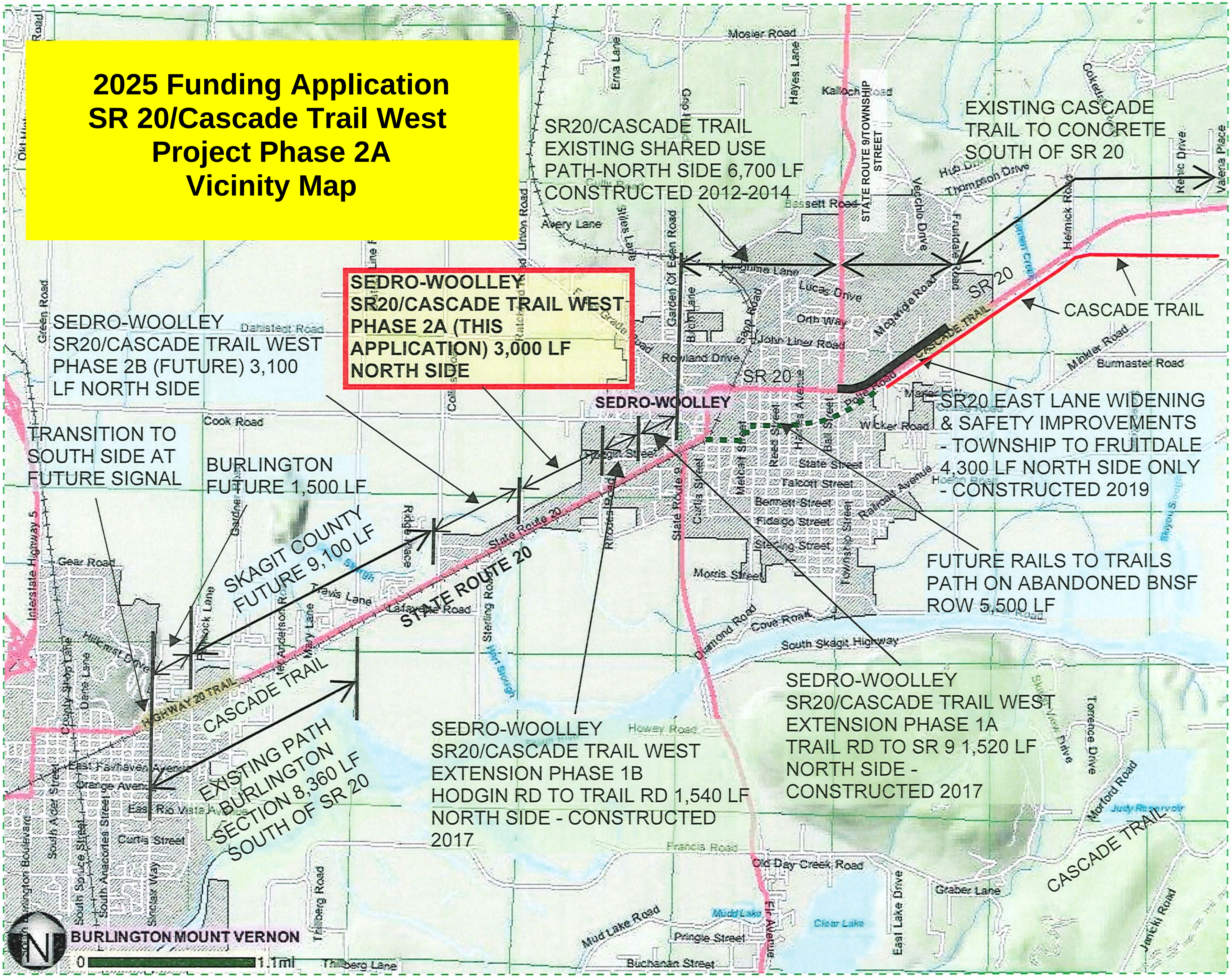
Active Transportation Program:
TIB funding: $914,450
Local Match: $161,550

-

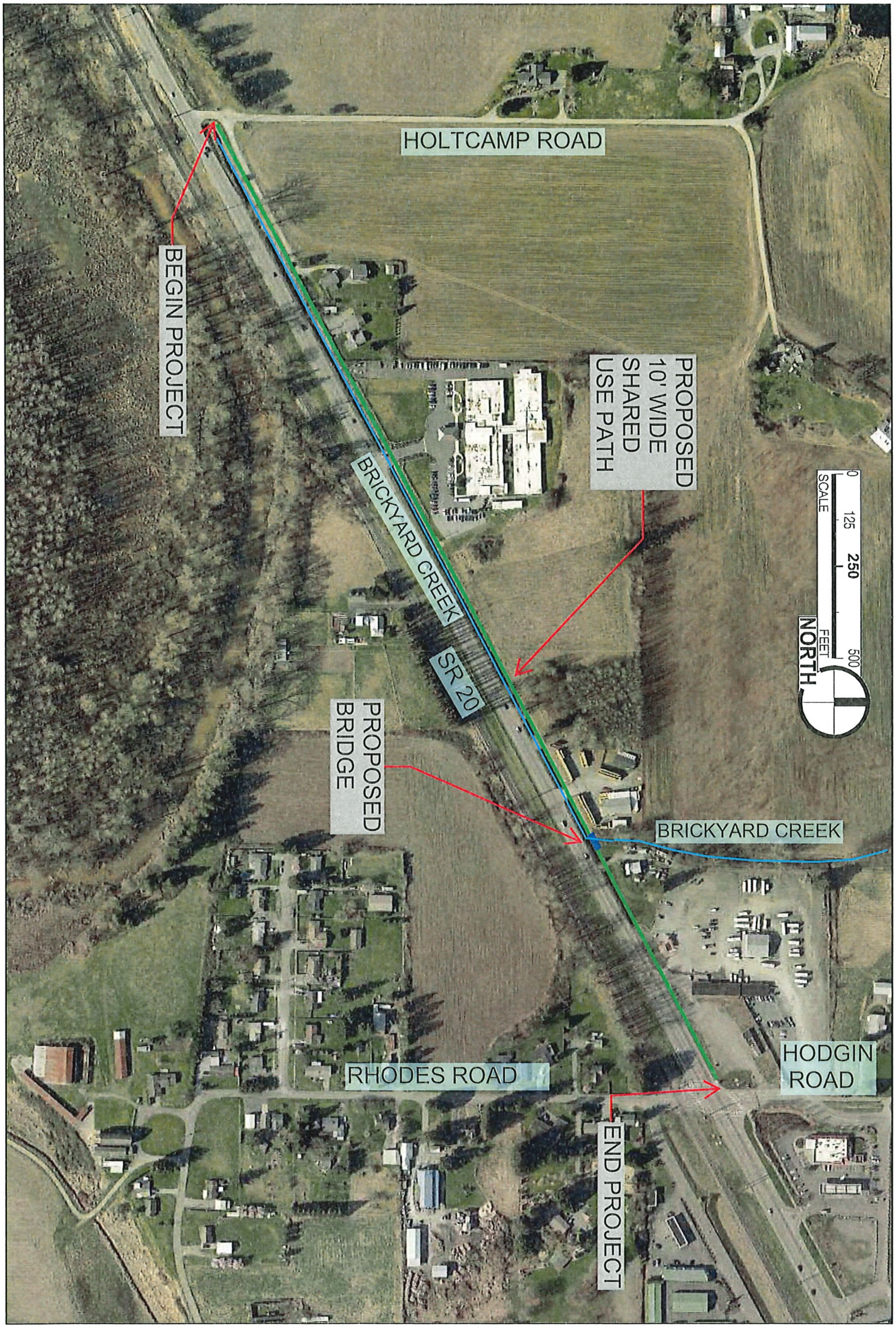
-
Complete Streets Program:
TIB funding: $1,126,675
Local Match: $198,825

ATTACHMENTS:

1. Cascade Trail Vicinity Map



2025 Funding Application
SR 20/Cascade Trail West
Project Phase 2A
Vicinity Map
SR20/CASCADE TRAIL EXISTING SHARED USE PATH-NORTH SIDE 6,700 LF CONSTRUCTED 2012-2014
EXISTING CASCADE TRAIL TO CONCRETE SOUTH OF SR 20
SEDRO-WOOLLEY SR20/CASCADE TRAIL WEST PHASE 2A (THIS APPLICATION) 3,000 LF NORTH SIDE
SEDRO-WOOLLEY SR20/CASCADE TRAIL WEST PHASE 2B (FUTURE) 3,100 LF NORTH SIDE
CASCADE TRAIL
SR 20
SEDRO-WOOLLEY
SR20 EAST LANE WIDENING & SAFETY IMPROVEMENTS - TOWNSHIP TO FRUITDALE 4,300 LF NORTH SIDE ONLY - CONSTRUCTED 2019
TRANSITION TO SOUTH SIDE AT FUTURE SIGNAL
BURLINGTON FUTURE 1,500 LF
SKAGIT COUNTY FUTURE 9,100 LF
STATE ROUTE 20
FUTURE RAILS TO TRAILS PATH ON ABANDONED BNSF ROW 5,500 LF
CASCADE TRAIL
EXISTING PATH BURLINGTON SECTION 8,360 LF SOUTH OF SR 20
SEDRO-WOOLLEY SR20/CASCADE TRAIL WEST EXTENSION PHASE 1B HODGIN RD TO TRAIL RD 1,540 LF NORTH SIDE - CONSTRUCTED 2017
SEDRO-WOOLLEY SR20/CASCADE TRAIL WEST EXTENSION PHASE 1A TRAIL RD TO SR 9 1,520 LF NORTH SIDE - CONSTRUCTED 2017
CASCADE TRAIL
STATE ROUTE 9/TOWNSHIP STREET
BURLINGTON MOUNT VERNON
0
1.1mi



APPL - 1

PHASE 2A
OVERALL PLAN

SCALE 1" = 250'
DATE 4/25/2017
DESIGNED BY - CHECKED BY
DRAWN BY del APPROVED BY

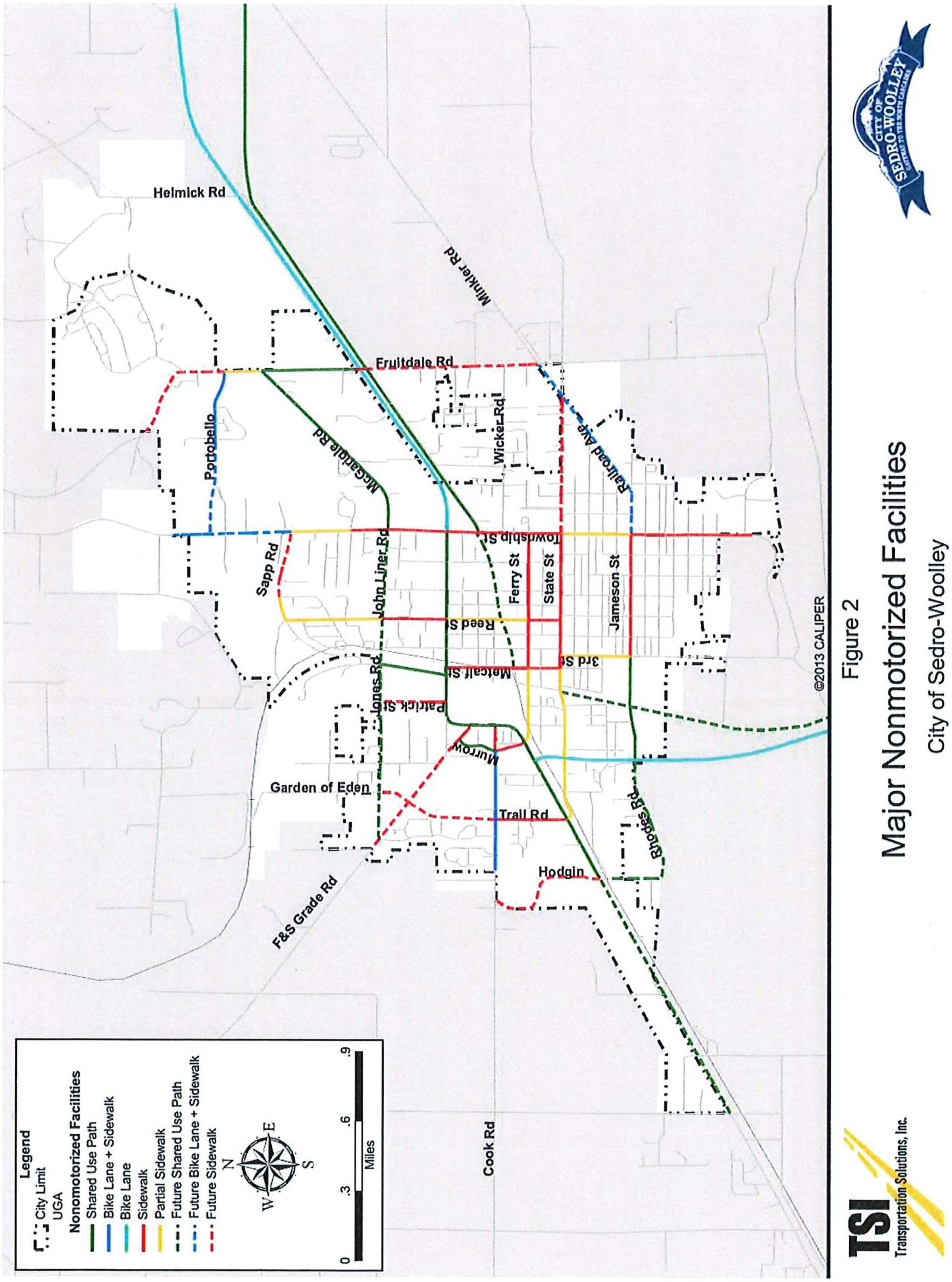
REVISIONS
NO. DATE BY DESCRIPTION

PROJECT CLIENT:
CITY OF SEDRO-WOOLLEY
PUBLIC WORKS DEPT.
CONTACT:
-
325 METCALF STREET
SEDRO-WOOLLEY, WA 98284
-

PROJECT TITLE:
SR20/CASCADE TRAIL WEST EXTENSIONN PHASE 2A

LOCATED IN
CITY OF SEDRO-WOOLLEY
SECTION ?, TOWNSHIP ? N., RANGE ? E., W.M.

Figure 2
Nonmotorized Facilities



City Council Agenda Item

Agenda Item No.: e.7.

Date: August 13, 2025

From: Frank Wagner, Fire Chief

Subject: Purchase - Firefighter Protective Gear

RECOMMENDED ACTION:

Authorize Chief Wagner to sign purchase order issued to SeaWestern Fire Fighting Equipment for the purchase of structural firefighting gear in the amount of $44,070.09.

BACKGROUND/SUMMARY INFORMATION:

This purchase agreement is to purchase firefighting clothing for eleven individual firefighters. This is part of our ongoing budgeted plan to replace and maintain approved and current gear that meets the safety standards necessary for our members to conduct interior firefighting tactics within hazardous environments.

FISCAL IMPACT, IF APPROPRIATE:

This is already part of our current approved budget for new hire recruits and replacement of current firefighters gear that is in need of replacement. With this purchase we are close to having all members with gear that is less than 10 years old, and the plan will be to work towards secondary set of gear to meet safety standards of the industry.

ATTACHMENTS:

1. SeaWestern #INV45210 $44070.09

Invoice

SeaWestern Fire Fighting Equipment

P.O. Box 51,
Kirkland, WA 98083
425-821-5858
www.seawestern.com

RECEIVED
By Accounts Payable at 8:28 am, 8/4/25

Date	07/30/2025
Invoice #	INV45210
Terms	Net 30
Due Date	08/29/2025
PO #	Lion Rainier Spec Turnouts
SO #	Sales Order #SO34754
Attention	Glen Gardner
Tracking #	452787192724

Bill To
SEDRO WOOLLEY FIRE DEPAR...
325 METCALF STREET
SEDRO WOOLLEY WA 98284
United States

Ship To
GLEN GARDNER
SEDRO WOOLLEY FIRE DEPAR...
325 METCALF STREET
SEDRO WOOLLEY, WA 98284

Returns are gladly accepted within 30 days of purchase. A restocking fee of up to 25% may be applied on any non-stock merchandise. Customized merchandise is non-returnable.

Please remit ACH payment to :
Sea-Western, Inc dba SeaWestern Fire Fighting Equipment
Northwest Bank
1301 5th Ave, Suite 2110, Seattle, WA 98101
ABA Routing # 123206956
Checking Account# 0100052294
Email remittance to: info@seawestern.com

Mail checks to: PO Box 51, Kirkland WA 98083
Credit Card: Call office (3% credit card processing fee for payments over $2,500)

Item	Description	QTY	Rate	Amount
RAINIER COAT	LION V-FORCE TURNOUT | RAINIER COAT | NATURAL PBI MAX | PER SW2Q2687-A NAMEPLATES: BONTRAGER CHANDLER COLE DIMOND GALLAGHER GARDNER MINTZ PUHL ROBERTS TODD TRIPP	11	2,119.03	23,309.33
HP610	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x7	11	74.47	819.17
CVBM - 35	35“ Coat Length FOR: ADAM GARDNER	1	68.29	68.29
RAINIER PANT	LION V-FORCE TURNOUT | RAINIER PANT | NATURAL PBI MAX | PER SW2Q2687-A	11	1,482.80	16,310.80

Invoice

Date	07/30/2025
Invoice #	INV45210

P.O. Box 51,
Kirkland, WA 98083
425-821-5858
www.seawestern.com

Item	Description	QTY	Rate	Amount

Subtotal	40,507.59
Shipping Cost (Dropship Rate)	72.60
Tax - 8.6%	3,489.90
Total	$44,070.09

City Council Agenda Item

Agenda Item No.: e.8.

Date: August 13, 2025

From: Frank Wagner, Fire Chief

Subject: Purchase - Fire Command Vehicle

RECOMMENDED ACTION:

Authorize Fire Chief Frank Wagner to sign purchase order issued to Bud Clary Chevrolt for the purchase of an additional fire command vehicle in the amount of $64,641.10, plus additional costs totaling $96,207.52.

BACKGROUND/SUMMARY INFORMATION:

This will enable enough vehicles in the department, so as all three of our command staff will now have vehicles to respond to calls and accommodate future needs.

FISCAL IMPACT, IF APPROPRIATE:

With completing the upfitting in house, like our previous builds this will allow us to utilize already budgeted funds out of this years ERR and will be under budget.

ATTACHMENTS:

1. Vehicle Quote
2. Parts 923

Frank Wagner

From: Glen Gardner
Sent: Monday, August 4, 2025 10:14 AM
To: Frank Wagner
Subject: FW: Vehicle Quote - 2025-8-26 - SEDRO WOOLLEY, CITY OF - 22908

$64,654.10

GLEN GARDNER
ASSISTANT FIRE CHIEF - OPERATIONS/EMS

From: Becky Davis <becky.davis@budclary.com>
Sent: Monday, August 4, 2025 10:09 AM
To: Glen Gardner <ggardner@sedro-woolley.gov>
Subject: FW: Vehicle Quote - 2025-8-26 - SEDRO WOOLLEY, CITY OF - 22908

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

SEE QUOTE BELOW

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Monday, August 4, 2025 10:09 AM
To: Becky Davis <becky.davis@budclary.com>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-8-26 - SEDRO WOOLLEY, CITY OF - 22908

Vehicle Quote Number: 2025-8-26 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #:	28423		
Dealer:	Bud Clary Chevrolet (W262)	Dealer Contact:	Becky Davis
		Dealer Phone:	(360) 423-1700

Organization Information

Organization:	SEDRO WOOLLEY, CITY OF - 22908
Email:	becky.davis@budclary.com
Quote Notes:	WA068
Vehicle Location:	SEDRO WOOLLEY

Color Options & Qty

SUMMIT WHITE (GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-05009-0001	2025 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	$53,903.00	$53,903.00
2025-05009-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	1	$0.00	$0.00
2025-05009-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	1	$0.00	$0.00
2025-05009-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see dealer accessory options below	1	$0.00	$0.00
2025-05009-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2025-05009-0006	2025 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)-see available options for this trim 2025-0501-075	1	$3,200.00	$3,200.00
2025-05009-0013	(6J3)Wiring, grille lamps and siren speakers	1	$92.00	$92.00
2025-05009-0014	(6J4) Wiring, horn and siren circuit	1	$55.00	$55.00
2025-05009-0015	(WX7) Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers.	1	$60.00	$60.00
2025-05009-0016	(6C7)Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp	1	$170.00	$170.00
2025-05009-0030	(5T5)Seats, front cloth and second row vinyl	1	$0.00	$0.00
2025-05009-0035	(6N5)Switches, rear window inoperative (rear windows can only operate from driver's position.)	1	$57.00	$57.00
2025-05009-0036	(6N6) Door locks and handles, inside rear doors inoperative (door can only be opened from outside)	1	$62.00	$62.00
2025-05009-0038	(UN9)Radio Suppression Package, with ground straps	1	$95.00	$95.00

2025-05009-0039	(UTQ)Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle	1	$50.00	$50.00
2025-05009-0079	(V76)Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	1	$50.00	$50.00
2025-05009-0109	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	1	$200.00	$200.00
2025-05009-0207	4 additional keys(dlr)(8 TOTAL)	1	$1,400.00	$1,400.00
2025-05009-0209	STOCK UNIT UPCHARGE-DELIVERY WITHIN 10 BUSINESS DAYS OF PO UNLESS ADDITIONALLY UPFITTED(ON THE GROUND VEHICLES)	1	$250.00	$250.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$59,644.00
8.4 % Sales Tax:	$5,010.10
Quote Total:	$64,654.10

	2025 Chevy Tahoe				ORDERED	RECEIVED
SIRENNET *WHC399	Whelen Core 399	1	$839.54	$839.54		
SIRENNET *WHCCTL7	Whelen Core CTL7	1	$281.43	$281.43		
*WHC399SP	Whelen Cencom Core Scanport install kit	1	$112.45	$112.45		
SIRENNET *WHCEM16	Whelen Core CEM16	2	$173.74	$347.48		
*WHCHOWLER	Whelen Cencom Core Siren amplifier	1	$561.68	$561.68		
	Whelen howler brackets - 2025 Chev Tahoe	1	$0.00	$0.00		
SIRENNET	Whelen Liberty2 Lightbar	1	$2,603.53	$2,603.53		
795H	GTT 795H LED EMITTER	1	$1,497.64	$1,497.64		
CGCGX	Havis Chargeguard	2	$83.25	$166.50		
TCRHD5	TRACER DUO 5-LAMP HOUSING	2	$1,022.21	$2,044.42		
TCRB50	TRACER MTG KIT 2025 TAHOE	2	$30.35	$60.70		
SIRENNET	Whelen ION LEDS DUO R/W	4	$116.03	$464.12		
SIRENNET	Whelen ION-T Series DUO R/W	8	$112.46	$899.68		
SIRENNET	Whelen SA315P Speaker	1	$214.00	$214.00		
SIRENNET	Whelen SA315P Speaker - BRACKET 2025 Chev Tahoe	1	$0.00	$0.00		
SIRENNET	Magnetic Mic	3	$39.75	$119.25		
NP6BB	Whelen Nano6 LED	2	$189.81	$379.62		
091-55-15-120	KUSSMAUL AUTO EJECT WITH DELUXE COVER - WHITE	1	$314.55	$314.55		
*HSDS-DELL-432N	Havis Docking Station for Dell Latitude 5430	1	$993.75	$993.75		
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket Fits Whelen	1	$39.00	$39.00		
C-VSW-1012-TAH-1	Havis Console - Vehicle-Specific Console for 2019-2023 Chevrolet Silverado	1	$897.00	$897.00		
C-EB25-XTL-1P	APX head plate	2	$0.00	$0.00		
CUP2-1004	Self-Adjusting Double Cup Holder	1	$52.00	$52.00		
C-APW-1390	13" Accessory Pocket, 9." Deep for 3.3"W Section of Wide Consoles	1	$67.20	$67.20		
**: C-AH-15-PS1	1.5" Accessory Holder With Switch/USB Cutout	1	$20.80	$20.80		
C-W-MC1	Mic Clip Bracket w/ Mic Clip for Wide VSW Consoles	1	$23.20	$23.20		
C-ARM-102	Side mount armrest	1	$72.75	$72.75		
C-HDM-214	8.5" Heavy-Duty Telescoping Pole, Side Mount	1	$147.20	$147.20		
*HSC-MD-119	Havis 11" slide out locking arm	0	$293.60	$0.00		
C-AP-0945	9" accessory pocket, 4.5" deep	1	$84.00	$84.00		
C-MCB	Mic Clip Bracket	2	$15.20	$30.40		
	havis shipping	1	$157.88	$157.88		
AMAZON	Streamlight 75430 Stinger LED High Lumen Rechargeable Flashlight	1	$127.37	$127.37		
AMAZON	Victron Energy Blue Smart IP67 12-Volt 25 amp	1	$177.65	$177.65		
MOTOROLA	APX 8500 Mobile Radio ALL BAND	1	$8,000.00	$8,000.00		
MOTOROLA	APX 6000 vehicle charger	1	$400.00	$400.00		
	Latitude 5430 Rugged Extreme Laptop	1	$1,941.19	$1,941.19		
KNOX BOX	Knoxbox Keydefender and eKey	1	$1,430.00	$1,430.00		
				$0.00		
GPSBAX-TRI-MOT-5	Panorama tri-band vehicle mobile radio antenna - wiscomm	2	$314.69	$629.38		
		0	$0.00	$0.00		
	Sierra Wireless RV55	1	$257.40	$257.40		
AMAZON	Sierra Wireless AirLink 6 in 1 SharkFin Antenna - Black - 6001197	1	$299.95	$299.95		
		0	$0.00	$0.00		
		0	$0.00	$0.00		
MEYER SIGN	Graphics	1	$2,300.00	$2,300.00		
	SUBTOTAL			**$29,054.71**		
	TAX			**$2,498.71**		
	Vehicle w/tax			**$64,654.10**		
	TOTAL w/o Shipping			**$96,207.52**		
				-$1,207.52		

City Council Agenda Item

Agenda Item No.: e.9.

Date: August 13, 2025

From: Brent Frisbee, Solid Waste Supervisor

Subject: Purchase - Solid Waste Division Roll Off Containers

RECOMMENDED ACTION:

Authorize Public Works Director William Bullock to sign Purchase Order No. 2025-PO-26 issued to Wastequip for the purchase of roll-off containers in the amount of $36,592.64.

BACKGROUND/SUMMARY INFORMATION:

When the City Solid Waste Utility expands their service area, typically through an annexation of city limits, there is a transition period (5 years for commercial and 10 years for residential) where disposal services are continued by the prior service provider before the City takes over service. On September 9, 2025, the Northern State service area is due to transfer services to the City. In anticipation of the expected increase in solid waste volume, Public Works will need to purchase three additional roll-off containers to meet the demand. Containers are purchased through the Sorcewell purchasing contract from Wastequip (purchase order attached).

FISCAL IMPACT, IF APPROPRIATE:

Funding for this purchase is included in the 2025 Solid Waste Containers Budget.

ATTACHMENTS:

1. 2025-PO-26 Wastequip_Sourcewell

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0733

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

PURCHASE ORDER

P.O. NUMBER: 2025-PO-26

VENDOR:
Wastequip
Tina Rainwater
33710 Oakville Road
Albany, OR 97321
Email: trainwater@wastequip.com
Tel: 800-645-7106
Fax: 541-926-7558

SHIP TO:
Brent Frisbee
City of Sedro-Woolley
315 Sterling Street
Sedro-Woolley, WA 98284
Email: bfrisbee@sedro-woolley.gov
Tel: (360) 855-1884

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
08/14/2025	Brent Frisbee			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Each	Per Wastequip Quote Number WQ-10353410 dated 07/26/2025 (Attached for Reference) Sourcewell Contract Number: 010825-WQI	$30,020.00	$30,020.00
			SUBTOTAL	$30,020.00
			SALES TAX .086	$2,897.76
			SHIPPING & HANDLING	$3,674.88
			OTHER	N/A
			TOTAL	$36,592.64

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

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707

537.80.34.000.412 Containers - Containers
$36,592.64

Authorized by　　　　Date

33710 Oakville Road, Albany, OR, 97321
PHONE: 800-645-7106 FAX: 541-926-7558
WQ-10353410

WASTEQUIP

Sourcewell
Awarded Contract
Contract #010825-WQI

Sell To:

Contact Name	Brent Frisbee	Ship To Name	City of Sedro-Woolley
Bill To Name	City of Sedro-Woolley	Ship To	315 Sterling St Sedro Woolley, WA 98284-1901 USA
Bill To	315 Sterling St Sedro Woolley, WA 98284-1901 USA	Quick Ship	☐
Email	bfrisbee@sedro-woolley.gov		
Phone	(360) 855-1884		

Quote Information

Salesperson	Tina Rainwater	Expiration Date	7/26/2025
Salesperson Email	trainwater@wastequip.com	Quote Number	WQ-10353410 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - OR - 207853	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	2 COATS PRIMER IN & OUT 2 COATS PAINT OUT & UNDER PAINT: DARK BLUE	2.00	$7,719.00	$15,438.00
Container - OR - 207855	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	2 COATS PRIMER IN & OUT 2 COATS PAINT OUT & UNDER PAINT: DARK BLUE	1.00	$5,667.00	$5,667.00
Container - OR - 207855	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	2 COATS PRIMER IN & OUT 2 COATS PAINT OUT & UNDER PAINT: DARK BLUE	1.00	$5,667.00	$5,667.00

33710 Oakville Road, Albany, OR, 97321
PHONE: 800-645-7106 FAX: 541-926-7558
WQ-10353410

Sourcewell
Awarded Contract
Contract #010825-WQI

		***LIDDED SEE BELOW			
Container - OR - ROC601	Lid Options - Crank Up Reversible Domed Lid		1.00	$3,248.00	$3,248.00

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$30,020.00
Shipping	$3,674.88
Tax	$2,897.76
Grand Total	$36,592.64

Additional Information

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms"") located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip Manufacturing Company LLC (#010825-WQI, eff. 05/29/2025) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: ______________________________

Company Name: ______________________________

Date: ______________________________

Purchase Order: ______________________________

Please Reference Quote Number on all Purchase Orders

33710 Oakville Road, Albany, OR, 97321
PHONE: 800-645-7106 FAX: 541-926-7558
WQ-10353410

City Council Agenda Item

Agenda Item No.: e.10.

Date: August 13, 2025

From: Charlie Bush, City Administrator

Subject: 2025-205-CN - Washington State Office of Public Defense - Simple Possession Advocacy and Representation

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign 2025.205-CN, a SPAR grant agreement contract with the Washington State Office of Public Defense representing $4,000 in grant revenue.

BACKGROUND/SUMMARY INFORMATION:

During the month of June, staff applied for an OPD SPAR grant to help offset increased costs of public defense. There was no grant match required. While we requested over $40,000, budget cuts to this program by the State significantly limited the amount of funding available. We learned in July that we would be receiving a $4,000 grant. Staff recommend accepting this grant by authorizing Mayor Johnson to enter into the attached grant agreement. The grant will help to offset public defense costs for cases involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200. While the grant amount is small, it does represent additional revenue and allows the City to begin to build a closer relationship with OPD, which could impact future grants and overall will help the City to continue to improve public defense services.

FISCAL IMPACT, IF APPROPRIATE:

$4,000 in additional revenue to help offset increased costs.

ATTACHMENTS:

1. Sedro-Woolley, City of - SPAR Funding Agreement - GRT26029

Agreement No. GRT26029

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Sedro-Woolley 325 Metcalf St Sedro-Woolley, WA 98284	**2. Recipient Representative** Julia Johnson Mayor City of Sedro-Woolley 325 Metcalf St Sedro-Woolley, WA 98282
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $4,000.00	6. **Agreement Period** July 1, 2025 through June 30, 2026
7. **Purpose** The purpose of this Agreement is to provide partial reimbursement to City of Sedro-Woolley (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT ________________________________ Julia Johnson, Mayor ________________________________ Date	**FOR OPD** ________________________________ Grace O'Connor, Supervising Attorney ________________________________ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

   b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.

   c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.

   b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. **MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $4,000.00 for the period of this Agreement.

   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.

   b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment method associated with Recipient's Statewide Vendor Number SWV0018462-00.

d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.

g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
   1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
   2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
   3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
   4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.

i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.

j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.

5. **DUPLICATION OF BILLED COSTS**
   Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
   Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

a) Compensation for attorney Representation on Qualifying Cases;
b) Compensation for attorney Consultation on Qualifying Cases;
c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
d) Investigation costs associated with Qualifying Cases;
e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
f) Interpreter costs (out-of-court) on Qualifying Cases;
g) Pre-approved training events for attorneys and defender professional staff;
h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.

b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.

c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.

d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f) “Qualifying Charge” means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

g) “Qualifying Case” means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h) “Representation” means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.

i) “Specialty or Therapeutic Court” means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

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

a) Applicable federal and state of Washington statutes, regulations, and court rules
b) Exhibit A, Special Terms and Conditions
c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **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. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient 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.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S 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 fees and costs.
6. **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.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **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.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient'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.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**
Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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.
14. **RIGHT OF INSPECTION**
At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.
15. **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.
16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.
17. **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.

City Council Agenda Item

Agenda Item No.: e.11.

Date: August 13, 2025

From: Bill Bullock, Public Works Director

Subject: 2025-PW-13 - Change Order 1 - SR20/Reed St Temporary Signal

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RECOMMENDED ACTION:

Authorize the Mayor, or designee, to execute Change Order 1 for Public Works Agreement 2025-PW-13 in the amount of $76,278.65.

BACKGROUND/SUMMARY INFORMATION:

The Council on July 23, 2025, authorized Public Works to award a contract or task order not to exceed $100,000 to install a temporary signal at SR20/Reed Street intersection during the scheduled closure of SR 9 as part of the Roundabout Project. Public Works awarded a task order to Fisher Construction Group Inc for $76,278.65, an amount under the City's estimate on August 6, 2025.

Fisher Construction's existing small works roster contract with the City is for Miscellaneous Construction Services of an Emergent Nature with a MRSC threshold of $350,000 or less and a maximum payable contract sum of $35,000.00. To preserve the capacity for the City to respond to other future needs of construction services, this existing contract should be modified to increase the contract sum to $150,000.00.

FISCAL IMPACT, IF APPROPRIATE:

The costs of the temporary signals would be paid out of the Arterial Street Fund (REET) as indicated on the Council Agenda item on July 23, 2025.

The additional capacity of contract 2025-PW-13 has no fiscal impact. Future task orders on this contract will be funded out of the appropriate budget item and subject to the approval authorities as outlined in Sedro-Woolley's Procurement Policy & Procedures.

ATTACHMENTS:

1. 2025-PW-13 Fisher CO1

CHANGE ORDER NO. 1

To the SMALL PUBLIC WORKS AGREEMENT (Contract) No. **2025-PW-13**
Dated March 12, 2025
Between The City of Sedro-Woolley, Washington
And Fisher Construction Group Inc

Change Description

Proposed Change Order No. 1

Original Contract Not to Exceed	$35,000.00
New Contract Not to Exceed	**$150,000.00**

This Change Order revises the above contract as follows:

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed ~~$35,000.00~~ **$150,000.00** ~~(Thirty-Five Thousand Dollars and no/100~~ **(One-Hundred Fifty thousand dollars and no/100)** in accordance with the Contractors rate schedule, bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

DATED this 6th day of August 2025.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: ______________________________
Public Works Director

CONTRACTOR:

Fisher Construction Group Inc

By: ______________________________

City Council Agenda Item

Agenda Item No.: e.12.

Date: August 13, 2025

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: 2025-PW-24 - Contract Renewal - Municipal Building Elevator Maintenance

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RECOMMENDED ACTION:

Authorize the Mayor to sign the attached Public Works Agreement No. 2025-PW-24, a 5-year elevator maintenance agreement with Thyssen Krupp Elevator with a not-to-exceed of $75,000.00.

BACKGROUND/SUMMARY INFORMATION:

The city is required by state law to provide for the routine inspection, testing, monitoring, and repairs for our elevator inside city hall. Work must be performed by a licensed contractor. Our current agreement with Thyssen Krupp Elevators expires at the end of August 2025. Staff has reviewed the attached agreement and found that it meets and exceeds our current agreement. The new agreement satisfies competitive bidding requirements by utilizing a Sourcewell pre-negotiated contract. Thyssen Krupp has provided outstanding service to the city for the duration of our previous agreement. The new agreement will begin on September 1st 2025.

FISCAL IMPACT, IF APPROPRIATE:

The proposed agreement will cost the city $364.00 per month billed in quarterly installments with an estimated annual cost of $4,743.65. This represents a $42.45 per month decrease below our current agreement. The contract also provides for the completion of unforeseen maintenance and repair issues that may emerge over the 5-year life of the contract. Funding for this contract is budgeted in the Parks & Facilities Fund 101.

ATTACHMENTS:

1. 2025-PW-24 TK Elevator Corporation PW Agreement

SMALL PUBLIC WORKS AGREEMENT NO. 2025-PW-24
(For Projects Under $350,000)

THIS SMALL PUBLIC WORKS AGREEMENT (“Contract”) is made and entered into this **1st** day of **September 2025**, by and between the City of Sedro-Woolley (“City”), a Washington State municipal corporation, and **TK Elevator Corporation** ("Contractor"), a Foreign Profit Corporation licensed to do business in Washington State.

WHEREAS, the City desires to accomplish certain public works entitled **2025-2030 Municipal Building Elevator Maintenance** (“the Project”) having an estimated cost $350,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **2025-2030 Municipal Building Elevator Maintenance** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

The Project shall be completed no later than **August 31, 2030**.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

A. Invitation for Bid
B. Plans and Contract Drawings.
C. Scope of Work.
D. Proposal/Bid Submittal (attached).
E. Current Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
F. WSDOT Amendments to the Standard Specifications (referenced but not attached)
G. Current APWA Supplement General Special Provisions (referenced but not attached).
H. City Engineering Standards (referenced but not attached)
I. Addenda **(if any)**
J. Payment and Performance Bond.
K. Retainage Bond (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

A. Contract has been signed and fully executed by the parties.
B. The Contractor has provided the City with the certificates of insurance required under Section 22.
C. The Contractor has obtained a license to do business in the project location.

D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. <u>Time is of the Essence/Liquidated Damages.</u>

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in accordance with Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. <u>Payment for Project</u>.

A. **<u>Total Contract Sum for Project</u>.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of task ordered work under the Contract a total Contract Sum not to exceed **$75,000.00** (Seventy-five thousand dollars and no/100) in accordance with the Contractors rate schedule, bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **<u>Payments shall be for Performance of Project Work</u>.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract

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C. **<u>Right to Withhold Payments if Work is Unsatisfactory</u>.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **<u>Payments</u>**. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **<u>Payments for Alterations and/or Additions</u>**. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **<u>Final Payment</u>.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract when payment and performance bonds are required. For Small Works Roster projects under $150,000; payment and performance bonds <u>may</u> be waived and the sum equal to ten percent (10%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or

2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

2. A release has been obtained from the Washington State Department of Revenue.

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. A release has been obtained from the Washington State Department of Labor and Industries.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination**. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records**. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and subcontracts shall impose similar duties on the subcontractors.

6. **Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a Sedro-Woolley business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. **Job Safety.**

A. **General Job Safety**. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated, and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he or she has familiarized himself or herself with all existing conditions and other contingencies likely to affect the work, and has made his or her bid accordingly, and that he or she shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

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

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

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. **Insurance Term.**
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.**
Contractors required insurance shall be of the types and coverage as stated below:

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

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**
The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

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

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

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

H. **Verification of Coverage.**
The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses**.
The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**
The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**
Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

L. **Notice of Cancellation of Insurance.**
The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance.**
Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees specifically to meet Standard Specification 1-08.1, performing at least thirty percent (30%) of the contract work and to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by **Nathan Salseina, Maintenance & Operations Supervisor**, and shall be administered for the Contractor by the Contractor's Contract Representative, **Angel Delgado, Account Manager**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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

City of Sedro-Woolley
William Bullock, Public Works Director
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone: 360-855-0771
Email: bbullock@sedro-woolley.gov

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

TK Elevator Corporation
Braeden Bowman, Sales Manager
3100 Interstate N Circle SE
Atlanta, GA 30339
Phone: 425-702-1200

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Skagit County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

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

35. Debarment and Uniform Guidance.

If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ___, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

DATED this ______ day of August 2025.

CITY OF SEDRO-WOOLLEY	**TK ELEVATOR COPORATION** A Foreign Profit Corporation
By ________________________________ Julia Johnson, Mayor Mayor Date: _____________	By ________________________________ Braeden Bowman Title: Sales Manager Date: _____________
APPROVED AS TO FORM:	ATTEST:
By ________________________________	By ________________________________
Nikki Thompson, City Attorney	Kelley Kohnken, Finance Director

ATTACHMENTS:

Payment and Performance Bond
Retainage Investment Option
TKE Agreement - Contractors Rate Schedule (Exhibit A)

PUBLIC WORKS PAYMENT BOND

to City of Sedro-Woolley, WA

Bond No. _____

The City of Sedro-Woolley, Washington, (City]) has awarded to __________________________ (Principal), a contract for the construction of the project designated as____________________________, Project No.________ in Sedro-Woolley, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _______________________________________ (Surety), a corporation organized under the laws of the State of ______________________ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of ____ US Dollars ($________________________) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL	SURETY
____________________________	____________________________
Principal Signature Date	Surety Signature Date
____________________________	____________________________
Printed Name	Printed Name
____________________________	____________________________
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

____ _____________________________

Signature Title Date

PERFORMANCE BOND

to City of Sedro-Woolley, WA

Bond No. _____

The City of Sedro-Woolley, Washington, (City) has awarded to __________________________ (Principal), a contract for the construction of the project designated as _______________________ Project No.___________, in Sedro-Woolley, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _______________________________________ (Surety), a corporation organized under the laws of the State of ______________________ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of ____ US Dollars ($________________________) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL	SURETY
____	____
Principal Signature Date	Surety Signature Date
____	____
Printed Name	Printed Name
____	____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

____ ______________________________

Signature Title Date

RETAINAGE INVESTMENT OPTION

CONTRACTOR: ____

PROJECT NAME: ____

DATE: ____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

______1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

______2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

______3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% or 10% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue / Employment Security Department clearance, whichever takes longer.

____

(Contractor's Signature) Date

____

Title

Sourcewell Maintenance Agreement – #080420

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 01 day of Sept 2025 by and between Sedro Woolley Municipal Bldg, having an address of 325 Metcalf St, Sedro Woolley, WA 98284 hereinafter referred to as "Purchaser"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate n Circle SE Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the “Services”). The term “Property” hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser’s equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider’s sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser’s equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider’s control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider’s sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser’s sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;

b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 <u>TRACTION ELEVATORS:</u>

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close

Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted. Cat 5 Test included.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of 5 years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial (5) year period, or ninety (90) days before the end of any subsequent (5 year) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Sourcewell Contract may exceed the term of the Sourcewell Agreement. The terms and conditions of the Sourcewell Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members'

local maintenance agreement. Maintenance Agreements can be as long as the Sourcewell members request provided they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability	$1,000,000 each accident
	$1,000,000 policy limit-disease
	$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD
	$2,000,000 general aggregate
	$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s)

Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 **NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE
TK Elevator Corporation
3100 Interstate N Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator

This Agreement has been prepared in duplicate, of which each party has received a copy.

TK Elevator: Opportunity ID:

ACCEPTED:

City of Sedro Woolley		**TK ELEVATOR CORP.**	
BY:	______________________ Signature of Authorized Individual	BY:	______________________
TITLE:	______________________	TITLE:	Branch Account Executive
DATE:	______________________	DATE:	______________________
		TK ELEVATOR CORP.APPROVAL:	
		BY:	______________________

TITLE: ______________________

DATE: ______________________

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name: City of Sedro Woolley

Location Address: 325 Metcalf St, Sedro Woolley, WA 98284

Entity Code: N/A

Unit Count 1

- **US129960**

Unit Type MIXED – HYDRO

Contract Type: Gold

Contract Price: 364.00

Billing Frequency: Quarterly

City Council Agenda Item

Agenda Item No.: e.13.

Date: August 13, 2025

From: Frank Wagner, Fire Chief

Subject: 2025-206-IA - Skagit County, Cities of Anacortes, Burlington, and Mount Vernon - EMS Training Hub

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RECOMMENDED ACTION:

Motion to authorize Fire Chief Wagner to execute/sign 2025-2026-IA interlocal agreement for the EMS Training HUB with Skagit County, City of Anacortes, City of Burlington, and City of Sedro-Woolley.

BACKGROUND/SUMMARY INFORMATION:

This is an updated agreement, to replace our current extension. This allows our staff to continue to instruct our own personnel and our partnering agencies for their mandated emergency medical certification ongoing EMS needs.

FISCAL IMPACT, IF APPROPRIATE:

No financial impact to the city, but will allow for reimbursement of wages incurred.

ATTACHMENTS:

1. 2025 Training Hub Agreement 7.22.25 Clean Final w Sig Pages

SKAGIT COUNTY
AGREEMENT FOR THE PROVISION OF
EMS TRAINING AND EMS-RELATED COMMUNITY EDUCATION/OUTREACH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Skagit County, Washington ("County"); and "Provider(s)" which includes the City of Anacortes; the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, implemented through their Fire Departments, Skagit County Fire District #13, and Aero Skagit, a not-for-profit Corporation, hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, the County finds that it is valuable to the county-wide coordinated EMS system to have quality and consistent continuing education and training for emergency medical services personnel as well as to support public access to health, safety, and injury prevention training programs; and

WHEREAS, all Parties agree that the existing interlocal agreements for EMS training services need to be replaced to provide more flexibility, specificity of EMS and public training and other requirements of the Parties.

THEREFORE, the Parties hereby agree that the terms, conditions, covenants, and obligations contained herein shall completely replace and supersede the terms and conditions of Skagit County Contracts #C20180327, C20180462, C20180482, C20180498, C20180418, and C20180391.

AGREEMENT

1. **PURPOSE**:

   Parties will (1) provide EMS continuing education and training as outlined in the Skagit County Basic Life Support Ongoing Training & Evaluation Program ("BLS OTEP") as well as other EMS training courses mutually agreed upon by the Parties for the EMS agencies specified in Section 2 of this Agreement, (2) participate in providing EMS-related community education and outreach such as: community CPR/AED, Bleeding control, and Overdose response as they are able, and (3) provide CPR/AED training in their local high schools consistent with the requirements of RCW 28A.230.179. The County agrees to pay the costs and provide the support set forth in the Agreement necessary to allow Parties to perform these services.

2. **RESPONSIBILITIES**:
    a. General Responsibilities of All Providers
        i. BLS OTEP
            1. Providers will utilize the curriculum and materials provided by Skagit County EMS in the delivery of BLS OTEP and other mutually agreed upon EMS training courses.
            2. Training will be coordinated with the involved agencies to be held at mutually agreeable training sites. In the event mutually agreeable training sites cannot be reached, Providers will determine the training sites in coordination with Skagit County EMS.
            3. Providers may elect to provide additional and/or make-up BLS OTEP training dates beyond what is outlined in this Agreement on an as-needed basis with prior written approval of Skagit County EMS.
            4. Providers will utilize qualified instructor personnel who hold a valid DOH EMS Evaluator credential OR have specific MPD-approval as a guest instructor/subject matter expert. Providers may share qualified instructor personnel across Parties to this Agreement.
            5. Providers will utilize County's preferred process for completing and submitting rosters and other required documentation to Skagit County EMS.

        ii. Community Education
            1. Providers may participate, at their sole discretion, when available, in delivering scheduled community education courses coordinated and scheduled by Skagit County EMS.
            2. Providers may elect, at their sole discretion, based on availability, to provide EMS-related community education at public events within their jurisdiction.
            3. Providers will utilize County's preferred process for completing and submitting rosters and other required documentation to Skagit County EMS.

        iii. High School CPR/AED Training
            1. Providers will utilize the didactic curriculum and materials provided by Skagit County EMS in the delivery of CPR/AED training for the high schools within their jurisdiction to meet the graduation requirements contained in RCW 28A.230.179.

2. Providers will coordinate with the high school(s) within their jurisdiction to schedule in-person hands-on skills training component on an annual basis.
3. Providers will utilize County's preferred process for completing and submitting rosters and other required documentation to Skagit County EMS.

b. Specific Terms Regarding Aero Skagit
   i. BLS OTEP
      1. Aero Skagit will schedule a minimum of two (2) and a maximum of three (3) BLS OTEP training dates per quarter, reimbursable up to 36 hours per quarter.
      2. Aero Skagit shall provide BLS OTEP training for credentialed EMS personnel affiliated with: Aero Skagit, Skagit County Regional Fire Authority, Concrete Fire Department, Newhalem-Diablo Fire Brigade, and Skagit County Search & Rescue.

   ii. Community Education
      1. Aero Skagit may participate, at their sole discretion, when available, in delivering scheduled community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within their jurisdiction, reimbursable up to a maximum of 64 hours per year.

   iii. High School CPR/AED Training
      1. Aero Skagit shall provide CPR/AED training at Concrete High School on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a maximum of 24 hours per year.

c. Specific Terms Regarding the City of Anacortes
   i. BLS OTEP
      1. Anacortes Fire Department will schedule a minimum of two (2) and a maximum of seven (7) BLS OTEP training dates per quarter, reimbursable up to 84 hours per quarter.
      2. Anacortes Fire Department shall provide BLS OTEP training for credentialed EMS personnel affiliated with: Anacortes Fire Department, Skagit County Fire District 11, Skagit County Fire District 13, Skagit County Fire District 17, La Conner Fire Department, and Skagit County Search & Rescue.

ii. Community Education
    1. Anacortes Fire Department may participate, at their sole discretion, when available, in delivering community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within their jurisdiction, reimbursable up to a maximum of 64 hours per year.

iii. High School CPR/AED Training
    1. Anacortes Fire Department shall provide CPR/AED Training at Anacortes High School on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a maximum of 60 hours per year.

iv. Other EMS-Related Training
    1. Anacortes Fire Department shall provide EMS training for the Skagit County Sheriff's Office on an annual basis from 2025-2030, reimbursable up to 70 hours per year. All training including any make-up training days must be pre-authorized in writing by Skagit County EMS. Training will include the following topics:
        a. CPR
        b. Automated external defibrillator (AED) use
        c. Basic first aid
        d. Bleeding control and tourniquet application
        e. Bloodborne pathogens and infection control awareness
        f. Intranasal naloxone administration
        g. Interfacing with Fire/EMS at the scene/patient handoff

    All training shall be consistent with nationally recognized training curriculum and each student shall be issued an appropriate course completion card or certificate indicating the date of the course and the name of the primary instructor. Course completion rosters for each training shall be submitted to Skagit County EMS.

d. Specific Terms Regarding the City of Burlington
    i. BLS OTEP
        1. Burlington Fire Department shall schedule a minimum of two (2) and a maximum of eight (8) BLS OTEP training dates per quarter, reimbursable up to 96 hours per quarter.
        2. Burlington Fire Department shall provide BLS OTEP training for credentialed EMS personnel affiliated with: Burlington Fire Department, Skagit County Fire District #5, Skagit County Fire

District #6, Skagit County Fire District #12, Skagit County Fire District #14, and Skagit County Search & Rescue.

ii. Community Education
    1. Burlington Fire Department may participate, at their sole discretion, when available, in delivering community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within their jurisdiction, reimbursable up to a maximum of 64 hours per year.

iii. High School CPR/AED Training
    1. Burlington Fire Department shall provide CPR/AED Training at Burlington-Edison High School on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a maximum of 60 hours per year.

e. Specific Terms Regarding the City of Mount Vernon
    i. BLS OTEP
        1. Mount Vernon Fire Department shall schedule a minimum of two (2) and a maximum of eight (6) BLS OTEP training dates per quarter, reimbursable up to 72 hours per quarter.
        2. Mount Vernon Fire Department shall provide BLS OTEP training for credentialed EMS personnel affiliated with: Mount Vernon Fire Department, Skagit County Fire District #2, Skagit County Fire District #3, Skagit County Fire District #7, Skagit County Fire District #9, Skagit County Fire District #15, and Skagit County Search & Rescue.

    ii. Community Education
        1. Mount Vernon Fire Department may participate, at their sole discretion, when available, in delivering community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within their jurisdiction, reimbursable up to a maximum of 64 hours per year.

    iii. High School CPR/AED Training
        1. Mount Vernon Fire Department shall provide CPR/AED Training at Mount Vernon High School, Skagit Academy, and Northwest Career and Technical Academy on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a

maximum of 60 hours per year.

f. Specific Terms Regarding the City of Sedro-Woolley
    i. BLS OTEP
        1. Sedro-Woolley Fire Department shall schedule a minimum of two (2) and a maximum of eight (8) BLS OTEP training dates per quarter, reimbursable up to 96 hours per quarter.
        2. Sedro-Woolley Fire Department shall provide BLS OTEP training for credentialed EMS personnel affiliated with: Sedro-Woolley Fire Department, Skagit County Fire District #4, Skagit County Fire District #8, Skagit County Fire District #16, Hamilton Fire Department, and Skagit County Search & Rescue.

    ii. Community Education
        1. Sedro-Woolley Fire Department may participate, at their sole discretion, when available, in delivering community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within their jurisdiction, reimbursable up to a maximum of 64 hours per year.

    iii. High School CPR/AED Training
        1. Sedro-Woolley Fire Department shall provide CPR/AED Training at Sedro-Woolley High School and State Street High School on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a maximum of 60 hours per year.

    iv. Other EMS-Related Training
        1. Sedro-Woolley Fire Department shall provide EMS training for Skagit County Search & Rescue on an annual basis from 2025-2030, reimbursable up to 24 hours per year. All training including any make-up training days must be pre-authorized in writing by Skagit County EMS. Training will include the following topics:
            a. CPR
            b. Automated external defibrillator (AED) use
            c. Basic first aid

        All training shall be consistent with nationally recognized training curriculum and each student shall be issued an appropriate course completion card or certificate indicating the date of the course and the name of the primary instructor. Course completion rosters for each training shall be submitted to Skagit County EMS.

g. Specific Terms Regarding Skagit County Fire District #13
    i. BLS OTEP
        1. Skagit County Fire District #13 shall provide qualified EMS evaluators to assist other training hubs as needed with providing BLS OTEP training for credentialed EMS personnel in Skagit County reimbursable up to 24 hours per quarter.

    ii. Community Education
        1. Skagit County Fire District #13 may participate, at their sole discretion, when available, in delivering community education courses coordinated and scheduled by Skagit County EMS and providing EMS-related community education at public events within Skagit County, reimbursable up to a maximum of 32 hours per year.

    iii. High School CPR/AED Training
        1. Skagit County Fire District #13 shall provide CPR/AED Training at La Conner High School on an annual basis to meet the graduation requirements contained in RCW 28A.230.179, reimbursable up to a maximum of 30 hours per year.

h. Responsibilities of Skagit County
    i. BLS OTEP
        1. The County shall provide a standardized training curriculum and any additional necessary documents (skills evaluation sheets, etc.) for each BLS OTEP module.
        2. The County shall provide any disposable supplies and access to any manikins or other equipment required to conduct the training.
        3. The County shall provide regular opportunities for Parties qualified personnel to complete EMS Evaluator initial and/or recertification training.
        4. The County, through the EMS Department shall maintain a roster of qualified EMS Evaluators who Parties may utilize as adjunct instructors to assist with their training as needed, when available.

    ii. Community Education
        1. The County shall schedule community education courses throughout Skagit County on a regular basis and coordinate training locations with interested “host” agencies.

2. The County shall coordinate with Providers to manage enrollment and schedule personnel to assist with delivering scheduled community education courses.
3. The County shall provide a standardized training curriculum and any additional necessary documents (handouts) for Providers to utilize.
4. The County shall issue certificates of completion for each student upon receipt of a community education course roster completed by Provider.
5. The County shall provide EMS-related community education materials (handouts, signage, etc) for Providers to utilize when providing community education at public events within their jurisdiction.

iii. High School CPR/AED Training
1. The County shall provide a standardized High School CPR/AED training curriculum including any videos and/or additional necessary documents (handouts) for Providers to utilize.
2. The County shall issue certificates of completion for each student upon receipt of a course roster completed by Provider.

3. **SUBCONTRACTING**: Provider(s) may utilize subcontractors to perform training required pursuant to this Agreement. Any Provider subcontractor providing training or other services pursuant to this Agreement must meet all terms and conditions contained in this Agreement including but not limited to meeting all required standards for the courses being taught, insurance requirements, per Exhibit B, and indemnification of County. County reserves the right to review any Provider subcontractor agreement pursuant to this Agreement upon reasonable request.

4. **TERM OF AGREEMENT**: The term of this Agreement shall be from July 1, 2025 through December 31, 2030.

5. **MANNER OF FINANCING**: The County shall pay the following rates for the training services provided. Each provider shall submit quarterly invoices to Skagit County EMS for payment for services rendered during the previous quarter no later than January 5th, March 5th, June 5th, and September 5th. Skagit County will reimburse approximately 30 days after receipt of appropriate documentation.
   a. BLS OTEP

    i. $74.66 per hour for 2025 with a two percent (2%) rate increase annually for 2026-2030 as outlined in Exhibit "A."

b. Community training (courses and community events)
    i. $74.66 per hour for 2025 with a two percent (2%) rate increase annually for 2026-2030 as outlined in Exhibit "A."

c. High school training
    i. $74.66 per hour for 2025 with a two percent (2%) rate increase annually for 2026-2030 as outlined in Exhibit "A."

d. Other EMS-Related Training
    i. $74.66 per hour reimbursable up to a total approved in advance by Skagit County EMS for 2025 with a two percent (2%) rate increase annually for 2026-2030 as outlined in Exhibit "A."

County shall reimburse on an hourly, per-instructor basis for Parties qualified personnel to complete EMS Evaluator initial and/or recertification training.

County shall reimburse Providers for one additional hour of preparation time in addition to the instruction time. Preparation time shall include setup and breakdown.

Providers shall be reimbursed an additional administrative fee of 7% per training hour.

Reimbursement from the Provider administrative site to the training site and back, shall be compensated at the current annual Federal Mileage Reimbursement rate.

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

    a. The County's representative shall be the Skagit County EMS Director or his/her designee.
    b. Aero Skagit's representative shall be the Director or his/her designee.
    c. The City of Anacortes's representative shall be the Fire Chief or his/her designee.
    d. The City of Burlington's representative shall be the Fire Chief or his/her designee.
    e. The City of Mount Vernon's representative shall be the Fire Chief or his/her designee.
    f. The City of Sedro-Woolley's representative shall be the Fire Chief or his/her designee.
    g. Skagit County Fire District #13's representative shall be the Fire Chief or his/her designee.

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

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

9. **INSURANCE**: Providers agree that nonpublic agencies or subcontractors pursuant to section 3 that are not full members of a government risk pool are to be bound by the insurance requirements set forth in the applicable Exhibit B Insurance.

10. **INDUSTRIAL INSURANCE WAIVER:** With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

11. **TERMINATION**: Any party hereto may terminate this Agreement upon thirty (30) days advance notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purpose of giving notice under this paragraph. Termination of one Provider shall not invalidate this Agreement in regard to the other non-terminating Providers. If this Agreement is terminated, the terminating provider(s) shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

15. **MULTIPLE COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

EXHIBIT "A"

HOURLY REIMBURSEMENT RATES

2025	2026	2027	2028	2029	2030
$74.66	$76.16	$77.68	$79.23	$80.82	$82.44

EXHIBIT “B”

PROOF OF INSURANCE

Nonpublic agency providers and subcontractors shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of $1,000,000.00 to cover Contractor’s activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

X 1) Commercial General Liability Insurance

Certificate Holder – Skagit County

The Certificate must name the County as additional insured:

Skagit County, its elected officials, officers and employees

are named as additional insured.

Thirty (30) days written notice to the County of cancellation

of the insurance policy.

X 2) Professional Liability

Certificate Holder – Skagit County

Thirty (30) days written notice to the County of cancellation

of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

□ 3) Insurance is waived

Date:_______ ______________________________

Risk Manager

DATED this _____ day of _______________, 2025.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

____

Lisa Janicki, Chair

____

Ron Wesen, Commissioner

____

Attest:

Peter Browning, Commissioner

____

Clerk of the Board

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

____

Recommended:

County Administrator

____

Department Head

Approved as to form:

____

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

____

Risk Manager

Approved as to budget:

____

Budget & Finance Director

DATED this _______ day of ___________________, 2025.

APPROVED:

CITY OF ANACORTES, WASHINGTON

____
Mayor

Approved as to form:

____
City Attorney

Attest:

____
City Clerk

CONTRACTOR
(Aero Skagit Emergency Services)

_____________________________ __________
Board President Date

____
Print Name of Signatory

Mailing Address:

P.O. Box 705
Concrete, WA 98237

Telephone No. (360) 853-8831
Fed. Tax ID # 91-1200257
Contractor Lic. # 600 087 833

DATED this _______ day of ___________________, 2025.

APPROVED:

CITY OF MOUNT VERNON, WASHINGTON

____
Mayor

Approved as to form:

____
City Attorney

Attest:

____
City Clerk

DATED this _______ day of ___________________, 2025.

APPROVED:

CITY OF SEDRO-WOOLLEY, WASHINGTON

____
Mayor

Approved as to form:

____
City Attorney

Attest:

____
City Clerk

DATED this _______ day of ___________________, 2025.

APPROVED:

CITY OF BURLINGTON, WASHINGTON

____
Mayor

Approved as to form:	Attest:
___________________________	____________________________
City Attorney	City Clerk

Board of Fire Commissioners
Skagit County Fire District #13

By: ______________________________ Date: ____________________
Bruce Shellhamer, Chair

By: ______________________________ Date: ____________________
J.J. Wilbur, Commissioner

By: ______________________________ Date: ____________________
John Doyle, Commissioner

Approved as to content:

By: ______________________________ Date: ____________________
Wood Weiss, District Fire Chief

Mailing Address:

17433 Snee Oosh Road
P.O. Box 1007
La Conner, WA 98257

City Council Agenda Item

Agenda Item No.: e.14.

Date: August 13, 2025

From: Julia Johnson, Mayor, Thomas Glover, Community Development Director, Nicole McGowan, Planner

Subject: Appointment to Planning Commission - Madison Bowman

RECOMMENDED ACTION:

Motion to appoint Madison Bowman to the Planning Commission with a term ending December 31, 2028.

BACKGROUND/SUMMARY INFORMATION:

The Planning Commission consists of seven members with six-year terms. To fill the vacancy on the Planning Commission created by the resignation of Danielle Freiberger, the City placed a notice in local media venues accepting letters of interest from residents to be appointed to fill the position. Madison Bowman presented her Letter of Interest (attached) to Mayor Johnson, following a meeting with Planning Staff regarding the duties and expectations of the position. Planning staff recommend Ms. Bowman for appointment and the Mayor concurs. Ms. Bowman will be completing the remainder of Danielle Freiberger's term, which is set to expire December 31, 2028.

FISCAL IMPACT, IF APPROPRIATE:

None identified.

ATTACHMENTS:

1. Letter of Interest - City of Sedro Woolley Planning Commission

Madison Bowman
madison@bykcostruction.com
360-305-6930
720 Haines Street
Sedro-Woolley, WA

August 7, 2025

Mayor Julia Johnson
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA

Dear Mayor Johnson,

I am writing to express my sincere interest in serving on the Planning Commission for the City of Sedro-Woolley. As a lifelong resident of Skagit County and dedicated professional in development planning, I am passionate about contributing to the thoughtful growth and long-term vision of our community.

Currently, I am training to fulfill the role of Director of Development Planning at BYK Construction, where I lead strategic initiatives across residential, commercial, multifamily, and plat development projects. My work involves feasibility analysis, jurisdictional coordination, site and building design, permitting strategy, and team leadership.

Over the past 8 years, I have held key roles within BYK's Planning Department. As Client Services Coordinator, I managed the preconstruction process for the residential construction division, overseeing permitting, design, bidding, and client coordination. In my current role as Client Manager, I oversee both commercial and residential preconstruction processes, including feasibility planning, consultant coordination, permitting, and client engagement. These experiences have deepened my understanding of local development workflows and strengthened my ability to collaborate with stakeholders across sectors.

My experience managing client relationships, coordinating with city and county agencies, and overseeing preconstruction workflows has equipped me with a strong foundation in land use planning, zoning, and community engagement. I am confident that my background aligns with the Commission's mission to guide responsible development and uphold the values of Sedro-Woolley's residents.

I would be honored to bring my professional insight, collaborative spirit, and commitment to public service to the Planning Commission. Thank you for considering my application. I welcome the opportunity to further discuss how I can contribute to the Commission's important work.

Sincerely,

Madison Bowman

Madison Bowman

City Council Agenda Item

Agenda Item No.: f.1.

Date: August 13, 2025

From: Dan McIlraith, Police Chief

Subject: Swearing In of Police Canine Yogi and Officer Cody Velthuizen

RECOMMENDED ACTION:
Swearing in of Police Canine Yogi

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:
None

City Council Agenda Item

Agenda Item No.: n.1.

Date: August 13, 2025

From:

Subject: Monthly Building Permit Summary

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 7 July 2025

Permit Report

7/1/2025 - 7/31/2025

Permit #	Permit Date	Issued Date	Type of Application	Permit Type	Site Address	Parcel #	Status	Total SF	Val. $
2025230	7/8/2025	7/14/2025	Tenant Improvement-Commercial	Building-Commercial	116 Woodworth St	P77486	Issued	3078	30,000
2025229	7/7/2025	7/24/2025	Deck/Porch/Ramp	Building-Residential	402 Warner Street	P75679	Issued	80	7,000
2025251	7/23/2025	7/30/2025	Deck/Porch/Ramp	Building-Residential	805 Park Cottage Pl	P121528	Issued	242	3,107
2024114	2/28/2024	7/11/2025	Single Family-New	Building-Residential	613 Bucko Ave - Lot 30	P136887	Issued	2131	383,000
2025231	7/8/2025	7/8/2025	Sewer Permit-Fix	Sewer	612 Puget St	P76561	Issued	~	~
2025239	7/16/2025	7/24/2025	Facade Sign	Sign	820 Trail Road suite 900	P37194	Issued	~	~
2025249	7/23/2025	7/31/2025	Monument Sign	Sign	925 Dunlop St	P76284	Issued	~	~

7/31/2025