

Next Ord: 2108-25
Next Res: 1169-25

CITY COUNCIL AGENDA

October 22, 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. Check Register - Regular
- 2. Minutes - City Council Study Session Meeting - October 1, 2025
- 3. Contract Reinstatement and Amendment No. 1 – PACE Engineers - Comprehensive Plan Chapter 7.08 Sewer System

- f. Introduction of Special Guests and Presentation**

- 1. Community Action of Skagit County - Director Bill Henkel

- g. City Administrator Report**

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- 1. National Responders Day

- j. Public Hearing(s)**

- k. Public Comments**

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

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

- l. Unfinished Business**

- 1. Ordinance 2105-25 - Community Center - 3rd Read
- 2. Resolution 1168-25 - Master Fee Schedule Update - 2nd Read

- m. New Business**

- 1. 2025-219-IA - Skagit County, Anacortes, Mount Vernon, Burlington, North Star - 1st

Read

2. Funding Recommendation - House Bill 1590 Capital Proposals
3. Construction and Maintenance Agreement - BNSF - Jones/John Liner Railroad Underpass Project
4. Grant & Development Agreement - RJ Group - Skagit County Economic Development
5. Contract Supplement No. 1 - David Evans & Associates - Jones John Liner Railroad Undercrossing

n. Information Only Items

o. Executive Session

p. Adjournment

Next Meeting City Council Study Session - November 5, 2025

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

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

Join Zoom Meeting:

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

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: October 22, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

BACKGROUND/SUMMARY INFORMATION:

Claims checks #205340 through #205438, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61477 through #61486.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$1,455,370.89

Surcharges totaling \$50,789.65 (August \$25,389.30, September 25,400.35)

Payroll totaling \$551,110.52

ATTACHMENTS:

1. 2025-10-22 Check Register
2. 2025_08_August_SerCharge
3. 2025_09_September_SerCharge

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:32:01 Date: 10/17/2025

10/22/2025 To: 10/22/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10617	10/22/2025	Claims	2	EFT	Comcast Business Communications	674.46	
					001 - 518 80 42 021 - Internet Services	674.46	
10618	10/22/2025	Claims	2	EFT	US BANK - Investment SafeKeeping	15,102.38	
					631 - 389 90 01 631 - Unapplied Cash - Suspense	-38.44	
					001 - 513 10 43 000 - Meals/Travel	144.43	
					001 - 514 23 31 000 - Supplies	81.42	
					001 - 514 23 31 000 - Supplies	57.54	
					001 - 514 23 49 010 - Misc-Dues/Subscriptions	57.00	
					001 - 514 23 49 030 - Misc-Tuition/Registration	687.12	
					001 - 514 23 49 030 - Misc-Tuition/Registration	220.00	
					001 - 514 23 49 031 - Misc-Tuition/Registration EMS	2,260.00	
					001 - 518 80 49 010 - Tuition/Registration	299.00	
					001 - 521 20 31 002 - Office/Operating Supplies	114.16	
					001 - 521 20 31 002 - Office/Operating Supplies	69.50	
					001 - 521 20 31 002 - Office/Operating Supplies	134.97	
					001 - 521 20 49 000 - Professional Development	949.00	
					001 - 521 40 43 000 - Travel	-1,164.43	
					001 - 521 40 49 000 - Tuition/Registration	220.00	
					001 - 521 40 49 000 - Tuition/Registration	445.00	
					001 - 521 40 49 000 - Tuition/Registration	319.00	
					001 - 522 21 31 010 - Office Supplies	2,606.39	
					001 - 522 21 49 020 - Tuition & Registration	425.00	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	1,195.65	
					401 - 535 50 48 050 - Maint Of General Equip	54.11	
					401 - 535 80 35 000 - Small Tools & Minor Equip	31.27	
					401 - 535 80 41 020 - Collection Services	461.21	
					401 - 535 80 41 020 - Collection Services	28.00	
					412 - 537 80 41 020 - Collection Services	461.20	
					412 - 537 80 41 020 - Collection Services	28.00	
					103 - 542 64 31 002 - Traffic Control Devices	488.85	
					001 - 558 60 49 010 - Dues/Subscript/Membership	575.00	
					001 - 558 60 49 030 - Tuition/Registration	33.16	
					001 - 558 60 49 030 - Tuition/Registration	305.00	
					001 - 558 60 49 030 - Tuition/Registration	305.00	
					104 - 559 30 00 105 - Redevelopment of Property for	1,730.67	
					001 - 591 80 70 517 - Leases + Subscription IT (SBIT)	76.64	
					001 - 591 80 70 517 - Leases + Subscription IT (SBIT)	255.30	
					501 - 594 21 64 501 - Equip & Vehicles - Police	64.00	
					001 - 595 10 49 010 - Tuition/Registration	150.00	
					001 - 595 10 49 010 - Tuition/Registration	350.00	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	545.78	
10619	10/22/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	2,004.40	
					001 - 521 20 42 020 - Telephone	1,604.30	
					001 - 522 20 42 020 - Telephone	240.06	
					101 - 576 80 42 020 - Telephone	80.02	
					001 - 595 10 42 025 - Cell Phones	80.02	
10620	10/22/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	4,821.78	
					001 - 513 10 42 020 - Telephone	301.10	
					001 - 514 23 42 020 - Telephone	151.09	
					001 - 518 80 42 020 - Telephone	98.70	
					001 - 521 20 42 020 - Telephone	1,369.81	
					001 - 524 20 42 020 - Telephone	191.10	
					401 - 535 80 42 030 - Cell Phones	810.68	
					102 - 536 20 42 020 - Telephone	122.65	
					412 - 537 80 42 025 - Cell Phones	515.78	
					103 - 542 30 42 020 - Telephone	383.48	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 60 42 020 - Telephone			56.45	
			101 - 576 80 42 020 - Telephone			514.83	
			001 - 595 10 42 025 - Cell Phones			306.11	
10621	10/22/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	3,667.82	
			001 - 513 10 42 020 - Telephone			-52.39	
			001 - 513 10 42 020 - Telephone			211.66	
			001 - 514 23 42 020 - Telephone			-52.39	
			001 - 514 23 42 020 - Telephone			107.42	
			001 - 518 80 42 020 - Telephone			107.42	
			001 - 521 20 42 020 - Telephone			-399.80	
			001 - 521 20 42 020 - Telephone			2,336.83	
			001 - 524 20 42 020 - Telephone			-52.39	
			001 - 524 20 42 020 - Telephone			147.43	
			401 - 535 80 42 030 - Cell Phones			-183.36	
			401 - 535 80 42 030 - Cell Phones			527.06	
			102 - 536 20 42 020 - Telephone			-26.19	
			102 - 536 20 42 020 - Telephone			108.20	
			412 - 537 80 42 025 - Cell Phones			-157.16	
			412 - 537 80 42 025 - Cell Phones			421.26	
			103 - 542 30 42 020 - Telephone			-104.78	
			103 - 542 30 42 020 - Telephone			250.89	
			001 - 558 60 42 020 - Telephone			68.19	
			101 - 576 80 42 020 - Telephone			-157.16	
			101 - 576 80 42 020 - Telephone			354.35	
			001 - 595 10 42 025 - Cell Phones			-52.39	
			001 - 595 10 42 025 - Cell Phones			265.12	
10622	10/22/2025	Claims	2	EFT	WA St Dept of Revenue	25,198.11	
			425 - 531 50 44 000 - Taxes & Assessments			1,545.28	
			401 - 535 80 44 010 - Taxes & Assessments			8,994.26	
			102 - 536 20 44 010 - Taxes And Assessments			103.43	
			106 - 536 30 44 010 - Taxes and Assessments			1.75	
			412 - 537 80 44 001 - Taxes & Assessments			14,057.65	
			101 - 576 80 44 010 - Taxes And Assessments			140.98	
			102 - 589 30 11 102 - DO NOT USE - Sales Tax Remit			354.76	
10623	10/22/2025	Claims	2	EFT	WA St Dept of Revenue	267.97	
			635 - 589 30 02 635 - Leasehold Excise Tax Remittanc			267.97	
10624	10/22/2025	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	1,290.24	
			001 - 512 50 42 020 - Telephone			53.92	
			001 - 513 10 42 020 - Telephone			80.88	
			001 - 514 23 42 020 - Telephone			80.86	
			001 - 515 31 42 001 - Telephone			35.95	
			001 - 518 80 42 020 - Telephone			26.96	
			001 - 518 80 42 021 - Internet Services			236.30	
			001 - 521 20 42 020 - Telephone			269.59	
			001 - 522 20 42 020 - Telephone			98.85	
			001 - 524 20 42 020 - Telephone			26.96	
			401 - 535 80 42 020 - Telephone			71.89	
			412 - 537 80 42 020 - Telephone			35.95	
			103 - 542 30 42 020 - Telephone			8.99	
			001 - 558 60 42 020 - Telephone			26.96	
			101 - 576 80 42 020 - Telephone			17.97	
			101 - 576 80 47 070 - City Hall			155.31	
			001 - 595 10 42 020 - Telephone			62.90	
10625	10/22/2025	Claims	2	205340	A-1 Shredding	225.00	
			001 - 514 23 45 000 - Operating Rentals/Leases			225.00	
10626	10/22/2025	Claims	2	205341	AWC - Employee Benefit Trust	3,424.40	
			001 - 521 20 27 000 - Retired Medical			3,424.40	

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10627	10/22/2025	Claims	2	205342	All Phase Heating and A/C Inc	410.34	
					101 - 576 80 48 004 - Community Center	410.34	
10628	10/22/2025	Claims	2	205343	Amazon Capital Svcs, Inc	2,830.72	
					001 - 513 10 31 000 - Supplies	59.72	
					001 - 514 23 31 000 - Supplies	248.95	
					001 - 514 23 31 000 - Supplies	131.39	
					001 - 514 23 31 000 - Supplies	79.48	
					001 - 514 23 31 000 - Supplies	59.97	
					001 - 514 23 31 000 - Supplies	100.94	
					001 - 514 23 31 000 - Supplies	33.17	
					001 - 518 80 31 000 - Office/Operating Supplies	10.30	
					001 - 518 80 31 000 - Office/Operating Supplies	27.14	
					001 - 521 20 31 002 - Office/Operating Supplies	61.24	
					001 - 521 20 31 002 - Office/Operating Supplies	53.53	
					001 - 521 20 31 002 - Office/Operating Supplies	456.09	
					001 - 521 20 31 002 - Office/Operating Supplies	16.02	
					001 - 521 20 41 023 - Canine	57.87	
					001 - 524 20 31 000 - Off/Oper Supps & Books	5.14	
					001 - 524 20 31 000 - Off/Oper Supps & Books	84.01	
					401 - 535 80 31 000 - Office Supplies	358.37	
					401 - 535 80 31 000 - Office Supplies	34.74	
					401 - 535 80 35 000 - Small Tools & Minor Equip	80.51	
					501 - 548 30 31 000 - Operating Supplies	518.68	
					001 - 558 60 31 000 - Supplies/Books	5.14	
					001 - 558 60 31 000 - Supplies/Books	84.02	
					101 - 576 80 48 016 - City Hall	175.13	
					001 - 595 10 31 000 - Supplies	5.15	
					001 - 595 10 31 000 - Supplies	84.02	
10629	10/22/2025	Claims	2	205344	Raymond L Ausmus	52.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	52.00	
10630	10/22/2025	Claims	2	205345	Beaver Lake Quarry	140.24	
					103 - 542 30 48 002 - Crushed Aggregate	140.24	
10631	10/22/2025	Claims	2	205346	Berg Vault Company	202.64	
					425 - 531 50 31 000 - Operating Supplies	202.64	
10632	10/22/2025	Claims	2	205347	Teri Bever	100.00	
					101 - 382 10 02 101 - Senior Center Deposits	-100.00	
10633	10/22/2025	Claims	2	205348	Bio Bug Northwest, Inc	112.98	
					101 - 576 80 48 005 - Senior Center	112.98	
10634	10/22/2025	Claims	2	205349	Branom Operating Co LLC, dba	1,127.47	
					401 - 535 50 48 050 - Maint Of General Equip	1,127.47	
10635	10/22/2025	Claims	2	205350	C.Hlth130, dba Cardinal Health 112 LLC	276.88	
					001 - 522 21 31 000 - Operating Supplies - Medical	276.88	
10636	10/22/2025	Claims	2	205351	Central Welding Supply	232.43	
					001 - 522 21 31 000 - Operating Supplies - Medical	165.37	
					401 - 535 50 48 050 - Maint Of General Equip	67.06	
10637	10/22/2025	Claims	2	205352	Cities Insurance Assoc	1,284.36	
					001 - 514 23 46 000 - Insurance & Bonds	284.36	
					001 - 514 23 46 000 - Insurance & Bonds	1,000.00	
10638	10/22/2025	Claims	2	205353	Databar, Inc	6,232.69	
					425 - 531 50 42 010 - Postage	124.82	
					425 - 531 50 42 010 - Postage	124.48	
					401 - 535 80 42 015 - Postage	2,028.45	
					401 - 535 80 42 015 - Postage	2,022.80	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 42 010 - Postage			967.42	
			412 - 537 80 42 010 - Postage			964.72	
10639	10/22/2025	Claims	2	205354	David Evans & Assoc Inc	18,823.20	
			104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U			18,823.20	
10640	10/22/2025	Claims	2	205355	Gregory Dixon	910.00	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			910.00	
10641	10/22/2025	Claims	2	205356	Dobbs Heavy Duty Holdings, LLC	170.01	Unit 526; Unit 522
			412 - 537 50 48 000 - Repairs/maint-equip			98.26	
			412 - 537 50 48 000 - Repairs/maint-equip			71.75	
10642	10/22/2025	Claims	2	205357	E & E Lumber, Inc.	354.13	
			001 - 518 80 35 000 - Small Tools/Minor Equip			3.00	
			401 - 535 50 48 010 - Maintenance Of Lines			18.72	
			401 - 535 80 35 000 - Small Tools & Minor Equip			67.78	
			103 - 542 30 31 000 - Operating Supplies			47.93	
			104 - 559 30 00 104 - Redevelopment of Property for			11.45	
			101 - 576 80 31 006 - Operating Sup - City Hall			100.05	
			101 - 576 80 48 001 - Riverfront			20.08	
			101 - 576 80 48 001 - Riverfront			16.03	
			101 - 576 80 48 004 - Community Center			6.26	
			101 - 576 80 48 016 - City Hall			62.83	
10643	10/22/2025	Claims	2	205358	Eurofins Enviro Testing	635.00	
			401 - 535 80 41 000 - Professional Services			224.00	
			401 - 535 80 41 000 - Professional Services			201.00	
			401 - 535 80 41 000 - Professional Services			70.00	
			401 - 535 80 41 000 - Professional Services			70.00	
			401 - 535 80 41 000 - Professional Services			70.00	
10644	10/22/2025	Claims	2	205359	Fastenal Company	200.36	
			401 - 535 80 31 010 - Operating Supplies			65.44	
			401 - 535 80 35 000 - Small Tools & Minor Equip			134.92	
10645	10/22/2025	Claims	2	205360	FirstNET/AT&T Mobility	331.62	
			401 - 535 80 42 020 - Telephone			128.44	
			401 - 591 28 70 401 - Leases + Subscription IT (SBIT)			203.18	
10646	10/22/2025	Claims	2	205361	George T. Freeman	8,010.00	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			1,560.80	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			2,096.00	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			1,713.20	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			1,632.20	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			1,007.80	
10647	10/22/2025	Claims	2	205362	Granicus, LLC	15,387.45	
			001 - 591 80 70 517 - Leases + Subscription IT (SBIT)			15,387.45	
10648	10/22/2025	Claims	2	205363	Gray & Osborne Inc	11,154.94	
			425 - 531 50 41 000 - Professional Services			10,325.02	
			425 - 531 50 41 000 - Professional Services			829.92	
10649	10/22/2025	Claims	2	205364	Guardian Security Systems, Inc.	437.66	
			001 - 521 20 41 001 - Professional Services			71.68	
			001 - 522 50 49 050 - Fire/Theft Protection			45.61	
			401 - 535 50 48 000 - Maintenance Contracts			56.47	
			101 - 576 80 41 010 - Alarm Monitoring			263.90	
10650	10/22/2025	Claims	2	205365	Harnish Group Inc.	505.75	Unit 339
			401 - 535 50 48 040 - Maintenance Of Vehicles			47.24	
			401 - 535 50 48 050 - Maint Of General Equip			11.61	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			379.05	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			67.85	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
10651	10/22/2025	Claims	2	205366	Heritage Bank	45,370.27	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGari	45,370.27	
10652	10/22/2025	Claims	2	205367	IS Squared, Inc	90.14	
					001 - 591 80 70 517 - Leases + Subscription IT (SBIT)	90.14	
10653	10/22/2025	Claims	2	205368	K Engineers, Inc	702.00	
					101 - 594 76 63 025 - Olmsted Park	702.00	
10654	10/22/2025	Claims	2	205369	Johnathan Kohlman	650.00	
					001 - 512 50 41 050 - Security Services	650.00	
10655	10/22/2025	Claims	2	205370	L N Curtis & Sons	138.85	
					001 - 521 20 26 000 - Uniforms/Accessories	138.85	
10656	10/22/2025	Claims	2	205371	Peter G Lane	590.02	
					001 - 595 10 43 000 - Travel	590.02	
10657	10/22/2025	Claims	2	205372	Language Exchange, Inc	1,467.64	
					001 - 512 50 41 040 - Language Interpreter	1,467.64	
10658	10/22/2025	Claims	2	205373	Les Schwab Tire Center	2,795.57	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,532.43	
					412 - 537 50 48 000 - Repairs/maint-equip	1,038.12	
					412 - 537 60 47 011 - Site Recycling Disposal	225.02	
10659	10/22/2025	Claims	2	205374	Life Assist Inc.	1,333.87	
					001 - 522 21 31 000 - Operating Supplies - Medical	1,333.87	
10660	10/22/2025	Claims	2	205375	Kevin M Loy	114.03	
					001 - 513 10 31 000 - Supplies	114.03	
10661	10/22/2025	Claims	2	205376	Mark Christ, Architect	5,126.25	
					101 - 576 80 48 022 - Evidence Garage	675.00	
					101 - 594 76 63 025 - Olmsted Park	4,451.25	
10662	10/22/2025	Claims	2	205377	Nicole E McGowan	176.00	
					001 - 558 60 43 000 - Travel	176.00	
10663	10/22/2025	Claims	2	205378	Meyer Sign Company Inc	3,366.60	
					101 - 576 80 48 022 - Evidence Garage	3,366.60	
10664	10/22/2025	Claims	2	205379	Miles Sand & Gravel Co.	912.24	
					112 - 524 60 30 000 - Enforcement Of Codes And Re	912.24	
10665	10/22/2025	Claims	2	205380	NCL of WI, dba North Central Labs	3,155.04	
					401 - 535 80 31 010 - Operating Supplies	1,842.01	
					401 - 535 80 41 000 - Professional Services	295.62	
					401 - 535 80 41 000 - Professional Services	866.33	
					401 - 535 80 41 000 - Professional Services	151.08	
10666	10/22/2025	Claims	2	205381	North County Public Defense	21,173.32	
					001 - 515 93 41 000 - Indigent Defender	21,173.32	
10667	10/22/2025	Claims	2	205382	North Hill Resources Inc	700.00	
					412 - 537 60 47 020 - Site Yard Waste Disposal	700.00	
10668	10/22/2025	Claims	2	205383	Oliver-Hammer, Inc	503.87	
					102 - 536 20 35 010 - Safety Equipment	269.31	
					103 - 542 30 35 010 - Safety Equipment	234.56	
10669	10/22/2025	Claims	2	205384	Orca Pacific, Inc.	1,300.44	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,300.44	
10670	10/22/2025	Claims	2	205385	Overton Safety Training, Inc	2,355.00	
					425 - 531 50 31 000 - Operating Supplies	883.13	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 41 000 - Professional Services			1,177.50	
			501 - 548 30 31 000 - Operating Supplies			294.37	
10671	10/22/2025	Claims	2	205386	PB Parent Holdco, LP dba	570.97	
			401 - 535 50 48 000 - Maintenance Contracts			188.70	
			412 - 537 80 31 000 - Operating Supplies			204.72	
			101 - 576 80 31 006 - Operating Sup - City Hall			177.55	
10672	10/22/2025	Claims	2	205387	PROCOM LLC	312.00	
			001 - 522 20 41 010 - Prof Service-Medical Exams			234.00	
			401 - 535 80 41 000 - Professional Services			78.00	
10673	10/22/2025	Claims	2	205388	Pacific Trade Sys, Inc,	276.44	
			103 - 542 30 31 000 - Operating Supplies			276.44	
10674	10/22/2025	Claims	2	205389	Parker Corporate Svcs, Inc.	131.00	
			103 - 542 30 31 000 - Operating Supplies			131.00	
10675	10/22/2025	Claims	2	205390	Lisa M. Pearson	753.70	
			001 - 521 40 43 000 - Travel			270.00	
			001 - 521 40 43 000 - Travel			483.70	
10676	10/22/2025	Claims	2	205391	Peters Towing LLC	163.05	
			001 - 521 20 41 001 - Professional Services			163.05	
10677	10/22/2025	Claims	2	205392	LEPS-PSS PLLC dba Public Safety Psych	960.00	
			001 - 521 20 41 001 - Professional Services			800.00	
			001 - 521 20 41 001 - Professional Services			160.00	
10678	10/22/2025	Claims	2	205393	Public Safety Testing, Inc	365.00	
			001 - 521 20 41 001 - Professional Services			226.00	
			001 - 522 20 41 000 - Professional Services			139.00	
10679	10/22/2025	Claims	2	205394	Puget Sound Energy, Inc.	3,744.72	
			104 - 559 30 00 104 - Redevelopment of Property for			2,058.73	
			104 - 559 30 00 105 - Redevelopment of Property for			1,685.99	
10680	10/22/2025	Claims	2	205395	RH2 Engineering Inc	22,324.70	
			401 - 594 35 63 000 - Engineering Services			22,324.70	
10681	10/22/2025	Claims	2	205396	Reichhardt & Ebe	74,575.55	
			104 - 595 30 63 083 - Const-SR 9-John Liner-McGari			74,575.55	
10682	10/22/2025	Claims	2	205397	Rick's Refrigeration Inc	306.00	
			412 - 537 60 47 011 - Site Recycling Disposal			306.00	
10683	10/22/2025	Claims	2	205398	Ricoh USA, Inc	292.64	
			001 - 514 23 45 000 - Operating Rentals/Leases			104.70	
			001 - 524 20 31 000 - Off/Oper Supps & Books			41.97	
			401 - 535 80 31 000 - Office Supplies			14.02	
			001 - 558 60 31 000 - Supplies/Books			41.96	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			48.03	
			001 - 595 10 31 000 - Supplies			41.96	
10684	10/22/2025	Claims	2	205399	Ricoh USA, Inc	114.48	
			101 - 591 80 70 101 - Subscription It (SBITA) - Parks			114.48	
10685	10/22/2025	Claims	2	205400	Brian and Tina Riggins	1,100.00	
			102 - 594 36 63 000 - Cemetery			1,100.00	
10686	10/22/2025	Claims	2	205401	Rodda Paint Co	5,881.50	
			103 - 542 64 31 001 - Painting & Striping Supplies			5,881.50	
10687	10/22/2025	Claims	2	205402	SOVA Consulting	5,500.00	
			104 - 559 30 00 104 - Redevelopment of Property for			2,750.00	
			104 - 559 30 00 105 - Redevelopment of Property for			2,750.00	

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10688	10/22/2025	Claims	2	205403	SRV Construction Inc	860,135.30	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	860,135.30	
10689	10/22/2025	Claims	2	205404	Solid Waste Syst Inc dba SWS Equipment	875.12	
					412 - 537 50 48 000 - Repairs/maint-equip	875.12	
10690	10/22/2025	Claims	2	205405	Ashton A Sandoval Oaks	323.00	
					001 - 558 60 43 000 - Travel	323.00	
10691	10/22/2025	Claims	2	205406	Sedro-Woolley Auto Parts Inc	522.83	
					001 - 522 20 48 000 - Repairs/Maint-Equip	42.14	
					401 - 535 50 48 040 - Maintenance Of Vehicles	121.48	
					401 - 535 50 48 040 - Maintenance Of Vehicles	31.14	
					103 - 542 30 31 000 - Operating Supplies	32.54	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	295.53	
10692	10/22/2025	Claims	2	205407	M.T. Gehring dba Sedro-Woolley Auto	2,551.51	
					001 - 521 20 48 010 - Repair & Maint - Auto	276.78	
					001 - 521 20 48 010 - Repair & Maint - Auto	2,004.04	
					001 - 521 20 48 010 - Repair & Maint - Auto	188.15	
					001 - 521 20 48 010 - Repair & Maint - Auto	82.54	
10693	10/22/2025	Claims	2	205408	Skagit Cnty District Court	3,300.25	4th quarter 2025 billing for judicial services
					001 - 512 50 41 001 - District Court Surcharge	3,300.25	
10694	10/22/2025	Claims	2	205409	Skagit Cnty Public Works	431.67	
					103 - 542 64 31 004 - Street Sign Materials	109.94	
					103 - 542 64 31 004 - Street Sign Materials	321.73	
10695	10/22/2025	Claims	2	205410	Skagit Cnty Sheriff Office	3,144.23	
					001 - 523 60 41 010 - Prisoner Transport	3,144.23	
10696	10/22/2025	Claims	2	205411	Skagit Cnty Treasurer	43.10	
					635 - 589 30 05 635 - County Crime Victim Witness P	43.10	
10697	10/22/2025	Claims	2	205412	Skagit Farmers Supply	784.40	
					401 - 535 50 48 020 - Maint Of Pumping Equip	32.25	
					401 - 535 50 48 050 - Maint Of General Equip	32.25	
					401 - 535 50 48 050 - Maint Of General Equip	43.11	
					401 - 535 50 48 050 - Maint Of General Equip	40.73	
					401 - 535 50 48 060 - Maintenance Of Buildings	22.80	
					401 - 535 80 35 000 - Small Tools & Minor Equip	243.17	
					103 - 542 30 31 000 - Operating Supplies	71.62	
					103 - 542 30 31 010 - Operating Supplies-Propane	25.99	
					103 - 542 30 31 010 - Operating Supplies-Propane	44.34	
					103 - 542 30 31 020 - Operating Supplies - Herbicide	180.42	
					101 - 576 80 31 001 - Operating Sup - Riverfront	47.72	
10698	10/22/2025	Claims	2	205413	PNG Media LLC, dba Skagit Publishing	209.82	
					001 - 511 60 31 001 - Legal Publications	59.18	
					001 - 558 60 41 011 - Advertising Reimbuseable	150.64	
10699	10/22/2025	Claims	2	205414	Skagit River Steel & Recycling	154.45	
					104 - 559 30 00 105 - Redevelopment of Property for	154.45	
10700	10/22/2025	Claims	2	205415	Smarsh Inc.	420.82	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	420.82	
10701	10/22/2025	Claims	2	205416	Staples, Inc.	138.16	
					401 - 535 80 31 000 - Office Supplies	138.16	
10702	10/22/2025	Claims	2	205417	State Auditor's Office	23,417.27	

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			001 - 514 23 41 000 - State Auditing			23,417.27	
10703	10/22/2025	Claims	2	205418	Stiles & Lehr Law Inc., PS	4,530.50	
			001 - 512 50 41 010 - Municipal Court Judge			4,530.50	
10704	10/22/2025	Claims	2	205419	Swinomish Police Dept	200.00	
			001 - 521 40 49 000 - Tuition/Registration			200.00	
10705	10/22/2025	Claims	2	205420	Thompson, Guildner & Assoc, Inc P.S.	3,262.80	
			001 - 515 45 41 000 - Legal - Litigation			3,262.80	
10706	10/22/2025	Claims	2	205421	Town of La Conner	2,441.67	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			2,441.67	
10707	10/22/2025	Claims	2	205422	HD Supply Inc, dba USA BlueBook	129.84	
			401 - 535 50 48 010 - Maintenance Of Lines			129.84	
10708	10/22/2025	Claims	2	205423	Utilities Service Co., Inc.	83.20	
			401 - 535 80 31 010 - Operating Supplies			83.20	
10709	10/22/2025	Claims	2	205424	Victor Velez	640.00	
			001 - 517 90 43 002 - Employee Wellness (lunch & L			640.00	
10710	10/22/2025	Claims	2	205425	Vestis Group, Inc	137.46	
			401 - 535 80 49 000 - Laundry			54.78	
			412 - 537 80 49 000 - Misc-Laundry			53.58	
			103 - 542 30 49 000 - Misc-Laundry			29.10	
10711	10/22/2025	Claims	2	205426	WA St Dept of Transport	2,014.17	
			103 - 542 64 31 001 - Painting & Striping Supplies			2,014.17	
10712	10/22/2025	Claims	2	205427	WA St Off of Treasurer	3,390.10	
			635 - 586 30 00 635 - State Court Fees Remittance			3,390.10	
10713	10/22/2025	Claims	2	205428	WA St Patrol	48.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			48.00	
10714	10/22/2025	Claims	2	205429	WAFD Insurance Group	99.08	
			001 - 514 23 46 000 - Insurance & Bonds			99.08	
10715	10/22/2025	Claims	2	205430	WW Grainger Inc	81.31	
			401 - 535 50 48 050 - Maint Of General Equip			5.11	
			401 - 535 50 48 050 - Maint Of General Equip			76.20	
10716	10/22/2025	Claims	2	205431	Frank C Wagner	209.00	
			001 - 522 45 43 000 - Travel & Meals			209.00	
10717	10/22/2025	Claims	2	205432	Waste Management of WA Inc.	32,618.59	
			412 - 537 60 47 010 - Curbside Recycling Disposal			32,618.59	
10718	10/22/2025	Claims	2	205433	Wastequip, LLC	16,745.51	
			412 - 537 80 34 001 - Containers - Recycling			16,745.51	
10719	10/22/2025	Claims	2	205434	Western Refinery Services Inc	148,224.06	
			505 - 594 48 60 021 - Const - PW Veh Storage Bldg			148,224.06	
10720	10/22/2025	Claims	2	205435	Sue Whittle	100.00	
			101 - 382 10 02 101 - Senior Center Deposits			-100.00	
10721	10/22/2025	Claims	2	205436	Stuart Wilson	96.80	
			001 - 521 20 26 000 - Uniforms/Accessories			96.80	
10722	10/22/2025	Claims	2	205437	Woods Acquisition Corp	101.37	
			401 - 535 80 31 010 - Operating Supplies			56.47	
			103 - 542 30 31 000 - Operating Supplies			44.90	

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10723	10/22/2025	Claims	2	205438	World Kinect Energy Services, dba	7,773.17	
		425 - 531 50 32 000 - Vehicle Fuel				218.25	
		425 - 531 50 32 000 - Vehicle Fuel				144.65	
		425 - 531 50 32 000 - Vehicle Fuel				183.46	
		102 - 536 20 32 000 - Auto Fuel/Diesel				161.12	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,700.22	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,843.70	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,086.20	
		103 - 542 30 32 000 - Auto Fuel/Diesel				318.60	
		101 - 576 80 32 000 - Auto Fuel/Diesel				116.97	
		001 Current Expense Fund				123,913.82	
		101 Parks & Facilities Fund				12,125.47	
		102 Cemetery Fund				2,193.28	
		103 Street Fund				11,674.88	
		104 Arterial Street Fund				1,010,591.39	
		106 Cemetery Endowment Fund				1.75	
		112 Code Enforcement Fund				912.24	
		401 Sewer Operations Fund				47,232.41	
		412 Solid Waste Operations Fund				79,303.28	
		425 Stormwater Operations				14,581.65	
		501 Equipment Replacement Fund				877.05	
		505 Public Works Facility Fund				148,224.06	
		631 Suspense Fund				38.44	
		635 Custodial Fund				3,701.17	
							Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				1,455,370.89	1,455,370.89

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 _____

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7887	08/01/2025	08/31/2025	1		Ser Chge		US Bank -- Merchant Fees	244.38	AUGUST 2025 US BANK MERCHANT FEES #1
		535 80 41 020 Collection Services				401 Sewer Operations Fund		122.18	
		514 23 41 010 Bank Fees				001 Current Expense Fund		61.10	
		537 80 41 020 Collection Services				412 Solid Waste Operations Fund		61.10	
7888	08/01/2025	08/31/2025	1		Ser Chge		US Bank -- Merchant Fees	152.98	AUGUST 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	
7940	08/04/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	8.25	CIVICREC SERVICE FEE FOR \$275.00 - ITEM TRACE#- 091000017558846
		514 23 41 008 Bank Fees - Park and F				001 Current Expense Fund		8.25	
7942	08/04/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	2.40	CIVICREC SERVICE FEE FOR \$80.00 - ITEM TRACE#- 091000019796363
		514 23 41 008 Bank Fees - Park and F				001 Current Expense Fund		2.40	
7943	08/04/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR \$25.00 - ITEM TRACE#- 091000017330628
		514 23 41 008 Bank Fees - Park and F				001 Current Expense Fund		0.75	
7944	08/04/2025	08/31/2025	1		Ser Chge		Authorize.Net	8.74	BANK FEE FOR AUTHORIZE.NET PROCESSOR FOR GOVQA PAYMENTS
		514 23 41 010 Bank Fees				001 Current Expense Fund		8.74	
8080	08/05/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR \$25.00 - ITEM TRACE#- 091000018499047
		514 23 41 008 Bank Fees - Park and F				001 Current Expense Fund		0.75	
8081	08/05/2025	08/31/2025	1		Ser Chge		Payment Tech -- Service Charge	3,635.52	AUGUST 2025 CHASE PAYMENTECH SERVICE CHARGE GENERAL
		535 80 41 000 Professional Services				401 Sewer Operations Fund		1,817.76	
		514 23 41 010 Bank Fees				001 Current Expense Fund		908.88	
		537 80 41 020 Collection Services				412 Solid Waste Operations Fund		908.88	
8082	08/05/2025	08/31/2025	1		Ser Chge		Payment Tech -- Service Charge	106.83	AUGUST 2025 CHASE PAYMENTECH SERVICE CHARGE RIVERFRONT
		576 80 41 000 Professional Services				101 Parks & Facilities Fund		106.83	
8083	08/05/2025	08/31/2025	1		Ser Chge		Payment Tech -- Service Charge	89.48	AUGUST 2025 CHASE PAYMENTECH SERVICE CHARGE GENERAL NON-UTILITY
		514 23 41 010 Bank Fees				001 Current Expense Fund		89.48	

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8084	08/05/2025	08/31/2025	1		Ser Chge	Payment Tech -- Service Charge	34.44	AUGUST 2025 CHASE PAYMENTECH SERVICE CHARGE BINGHAM
		576 80 41 000 Professional Services		101	Parks & Facilities Fund		34.44	
8115	08/06/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CIVICREC SERVICE FEE FOR \$125.00 - ITEM TRACE#- 091000011495209
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		3.75	
8121	08/07/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE FOR \$120.00 - ITEM TRACE#- 091000012853699
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		1.20	
8126	08/07/2025	08/31/2025	1		Ser Chge	Xpress Bill Pay - Service Fees	2,513.39	AUGUST 2025 XPRESS BILL PAY SERVICE CHARGE
		535 80 41 020 Collection Services		401	Sewer Operations Fund		1,256.69	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		628.35	
		514 23 41 010 Bank Fees		001	Current Expense Fund		628.35	
8153	08/08/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE FOR \$40.00 - ITEM TRACE#- 091000017479600
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		1.20	
8157	08/11/2025	08/31/2025	1		Ser Chge	J. Claus LLC	141.03	Check #1094 returned NSF
		343 79 00 000 Penalties On Accounts		412	Solid Waste Operations Fund		-10.00	
		361 40 00 412 Interest On Accts		412	Solid Waste Operations Fund		-1.95	
		343 50 00 000 Sewer Service Charges		401	Sewer Operations Fund		-78.42	
		343 50 00 010 Utility Tax Collected		401	Sewer Operations Fund		-7.97	
		343 70 00 000 Garbage/Solid Waste F		412	Solid Waste Operations Fund		-25.98	
		343 75 00 000 Fuel Surcharge		412	Solid Waste Operations Fund		-2.09	
		343 73 00 000 Curbside Recycling Fee		412	Solid Waste Operations Fund		-9.28	
		343 70 00 010 Utility Tax Collected		412	Solid Waste Operations Fund		-3.92	
		343 10 00 010 Utility Tax Collected		425	Stormwater Operations		-1.42	
8158	08/11/2025	08/31/2025	1		Ser Chge	J. Claus LLC		DUPLICATE
8185	08/11/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	9.00	CIVICREC SERVICE FEE FOR \$200.00 - ITEM TRACE#- 091000012401695
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		9.00	
8186	08/11/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	4.80	CIVICREC SERVICE FEE FOR \$160.00 - ITEM TRACE#- 091000010987354
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		4.80	
8187	08/11/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE FOR \$40.00 - ITEM TRACE#- 091000015855371
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		1.20	

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8208	08/12/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE - ITEM TRACE#- 091000013605771
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				1.20	
8236	08/13/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	11.85	CIVICREC SERVICE FEE FOR \$395.00 - ITEM TRACE#- 091000019558004
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				11.85	
8260	08/14/2025	08/31/2025	1		Ser Chge	US Bank -- Merchant Fees	1,130.16	AUGUST 2025 US BANK ANALYSIS FEES
		535 80 41 020 Collection Services	401 Sewer Operations Fund				565.08	
		514 23 41 010 Bank Fees	001 Current Expense Fund				282.54	
		537 80 41 020 Collection Services	412 Solid Waste Operations Fund				282.54	
8263	08/15/2025	08/31/2025	1		Ser Chge	J. Claus LLC	76.75	Check #0109 Returned NSF
		343 70 00 010 Utility Tax Collected	412 Solid Waste Operations Fund				-10.54	
		361 40 00 412 Interest On Accts	412 Solid Waste Operations Fund				-1.02	
		343 50 00 010 Utility Tax Collected	401 Sewer Operations Fund				-15.94	
		343 70 00 000 Garbage/Solid Waste F	412 Solid Waste Operations Fund				-23.67	
		343 75 00 000 Fuel Surcharge	412 Solid Waste Operations Fund				-4.18	
		343 73 00 000 Curbside Recycling Fee	412 Solid Waste Operations Fund				-18.56	
		343 10 00 010 Utility Tax Collected	425 Stormwater Operations				-2.84	
8409	08/15/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR \$25.00 - ITEM TRACE#- 091000012098092
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				0.75	
8474	08/18/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	6.00	CIVICREC SERVICE FEE FOR \$200.00 - ITEM TRACE#- 091000012609486
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				6.00	
8504	08/19/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CIVICREC SERVICE FEE FOR \$125.00 - ITEM TRACE#- 091000014236239
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				3.75	
8688	08/21/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR \$25.00 - ITEM TRACE#- 091000011877491
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				0.75	
8738	08/22/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.60	CIVICREC SERVICE FEE FOR \$120.00 - ITEM TRACE#- 091000016546894
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				3.60	
8769	08/25/2025	08/31/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CIVICREC SERVICE FEE FOR \$125.00 - ITEM TRACE#- 091000011578956
		514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund				3.75	

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8770	08/25/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	1.27	CIVICREC SERVIC FEE FOR \$42.40 - ITEM TRACE#- 091000015405585
	514 23 41 008	Bank Fees - Park and F	001		Current Expense Fund			1.27	
8811	08/26/2025	08/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	5.25	CIVICREC SERVICE FEE FOR \$175.00 - ITEM TRACE#- 091000010015571
	514 23 41 008	Bank Fees - Park and F	001		Current Expense Fund			5.25	
8833	08/28/2025	08/31/2025	1		Ser Chge		Riley, William	128.70	EFT Payment returned NSF
	343 50 00 000	Sewer Service Charges	401		Sewer Operations Fund			-75.94	
	343 50 00 010	Utility Tax Collected	401		Sewer Operations Fund			-7.97	
	343 70 00 000	Garbage/Solid Waste F	412		Solid Waste Operations Fund			-15.67	
	343 75 00 000	Fuel Surcharge	412		Solid Waste Operations Fund			-2.09	
	343 73 00 000	Curbside Recycling Fee	412		Solid Waste Operations Fund			-9.28	
	343 70 00 010	Utility Tax Collected	412		Solid Waste Operations Fund			-2.84	
	343 10 00 000	Stormwater Fees	425		Stormwater Operations			-13.49	
	343 10 00 010	Utility Tax Collected	425		Stormwater Operations			-1.42	
8846	08/29/2025	08/31/2025	1		Ser Chge		Velasco, Laura & Lorenzo	151.66	Returned Stop Payment on payment
	343 50 00 000	Sewer Service Charges	401		Sewer Operations Fund			-75.94	
	343 50 00 010	Utility Tax Collected	401		Sewer Operations Fund			-7.97	
	343 70 00 000	Garbage/Solid Waste F	412		Solid Waste Operations Fund			-36.45	
	343 75 00 000	Fuel Surcharge	412		Solid Waste Operations Fund			-2.09	
	343 73 00 000	Curbside Recycling Fee	412		Solid Waste Operations Fund			-9.28	
	343 70 00 010	Utility Tax Collected	412		Solid Waste Operations Fund			-5.02	
	343 10 00 000	Stormwater Fees	425		Stormwater Operations			-13.49	
	343 10 00 010	Utility Tax Collected	425		Stormwater Operations			-1.42	
8852	08/28/2025		2		Ser Chge		WA St Dept of Prof Licen	510.00	CPL Remittance
	521 20 41 040	Intergov Svc-Gun Pern	001		Current Expense Fund			510.00	
9054	08/31/2025	08/31/2025	1		Ser Chge		Banner Bank	1.46	SEPTEMBER 2025 BANNER PRIOR MO EXCESS CURR/COIN FEE***MOVED POSTED DATE FROM 9/2 TO 8/31 AS IT WAS REFLECTED ON THE AUG STATEMENT/BALANCE***
	514 23 41 010	Bank Fees	001		Current Expense Fund			1.46	
9293	08/31/2025	08/31/2025	99		Ser Chge		August 2025, total court disbursements	16,392.31	August 2025, total court disbursements.
	586 00 01 635	Court Disbursements	635		Custodial Fund			16,392.31	

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 15:13:31 Date: 10/13/2025

08/01/2025 To: 08/31/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo		
Records Printed:		37			Adjustments:			0.00			
					Beginning Balance:			0.00			
					Revenues:			0.00			
					Warrant Expenditures:			0.00			
					Non Warrant Expenditures:			25,389.30			
					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	2,600.27	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00				0.00	0.00	0.00	141.27	0.00	0.00	0.00
401 Sewer Operations Fund	0.00				0.00	0.00	0.00	3,568.04	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00				0.00	0.00	0.00	1,725.21	0.00	0.00	0.00
425 Stormwater Operations	0.00				0.00	0.00	0.00	-34.08	0.00	0.00	0.00
635 Custodial Fund	0.00				0.00	0.00	0.00	16,392.31	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	24,393.02	0.00	0.00	0.00

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 16:27:22 Date: 10/14/2025

09/01/2025 To: 09/30/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
9047	09/02/2025	09/30/2025	1		Ser Chge		Fiserv., dba Cardpointe	1.20	CIVICREC SERVICE FEE FOR \$40.00 - ITEM TRACE#- 091000015563269
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			1.20	
9048	09/02/2025	09/30/2025	1		Ser Chge		Fiserv., dba Cardpointe	0.75	CIVICREC SERVICE FEE FOR \$25.00 - ITEM TRACE#- 091000018183106
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			0.75	
9051	09/02/2025	09/30/2025	1		Ser Chge		US Bank -- Merchant Fees	247.65	SEPTEMBER 2025 US BANK MERCHANT FEES #1
		535 80 41 020 Collection Services		401	Sewer Operations Fund			123.83	
		514 23 41 010 Bank Fees		001	Current Expense Fund			61.91	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			61.91	
9052	09/02/2025	09/30/2025	1		Ser Chge		US Bank -- Merchant Fees	152.98	SEPTEMBER 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	
9053	09/02/2025	09/30/2025	1		Ser Chge		Authorize.Net	8.58	BANK FEE FOR AUTHORIZE.NET PROCESSOR FOR GOVQA PAYMENTS
		514 23 41 010 Bank Fees		001	Current Expense Fund			8.58	
9218	09/03/2025	09/30/2025	1		Ser Chge		Payment Tech -- Service Charge	3,561.84	SEPTEMBER 2025 PAYMENT TECH SERVICE CHARGE GENERAL ACCOUNT
		535 80 41 020 Collection Services		401	Sewer Operations Fund			1,780.92	
		514 23 41 010 Bank Fees		001	Current Expense Fund			890.46	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			890.46	
9219	09/03/2025	09/30/2025	1		Ser Chge		Payment Tech -- Service Charge	146.56	SEPTEMBER 2025 PAYMENT TECH SERVICE CHARGE GENERAL NON-UTILITY
		514 23 41 010 Bank Fees		001	Current Expense Fund			146.56	
9220	09/03/2025	09/30/2025	1		Ser Chge		Payment Tech -- Service Charge	112.82	SEPTEMBER 2025 PAYMENT TECH SERVICE FEE RIVERFRONT
		576 80 41 000 Professional Services		101	Parks & Facilities Fund			112.82	
9221	09/03/2025	09/30/2025	1		Ser Chge		Payment Tech -- Service Charge	33.32	SEPTEMBER 2025 PAYMENT TECH SERVICE CHARGE BINGHAM
		576 80 41 000 Professional Services		101	Parks & Facilities Fund			33.32	

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 16:27:22 Date: 10/14/2025

09/01/2025 To: 09/30/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
9222	09/10/2025	09/30/2025	2		Ser Chge	Skagit PUD No 1	-6,305.88	Item was paid on off-cycle check run on 8.22.2025 and processed through the bank on 8.25.2025, correctly reconciled in Springbrook. Accidently process in Springbrook again as vendor 7595 as 9.10.25.
					576 80 47 000 Riverfront	101 Parks & Facilities Fund	-85.60	
					576 80 47 000 Riverfront	101 Parks & Facilities Fund	-97.33	
					536 20 47 000 Public Utilities	102 Cemetery Fund	-398.36	
					576 80 47 000 Riverfront	101 Parks & Facilities Fund	-50.39	
					576 80 47 000 Riverfront	101 Parks & Facilities Fund	-684.06	
					537 80 47 000 Public Utilities	412 Solid Waste Operations Fund	-79.19	
					535 80 47 000 Public Utilities	401 Sewer Operations Fund	-293.48	
					576 80 47 070 City Hall	101 Parks & Facilities Fund	-712.46	
					576 80 47 053 Other Utilities	101 Parks & Facilities Fund	-292.22	
					576 80 47 051 Bingham / Memorial	101 Parks & Facilities Fund	-270.92	
					576 80 47 040 Train	101 Parks & Facilities Fund	-43.29	
					576 80 47 070 City Hall	101 Parks & Facilities Fund	-39.33	
					576 80 47 050 Hammer Square	101 Parks & Facilities Fund	-320.63	
					535 80 47 000 Public Utilities	401 Sewer Operations Fund	-43.29	
					521 20 47 000 Public Utilities	001 Current Expense Fund	-43.29	
					535 80 47 000 Public Utilities	401 Sewer Operations Fund	-82.08	
					535 80 47 000 Public Utilities	401 Sewer Operations Fund	-53.29	
					576 80 47 000 Riverfront	101 Parks & Facilities Fund	-2,073.26	
					576 80 47 053 Other Utilities	101 Parks & Facilities Fund	-6.78	
					535 80 47 000 Public Utilities	401 Sewer Operations Fund	-636.63	
9233	09/05/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CIVICREC SERVICE FEE FOR \$125.00 - ITEM TRACE#- 091000010397749
					514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund	3.75	
9254	09/08/2025	09/30/2025	1		Ser Chge	Xpress Bill Pay - Service Fees	2,561.43	SEPTEMBER 2025 XPRESS BILL PAY SERVICE CHARGE
					535 80 41 020 Collection Services	401 Sewer Operations Fund	1,280.71	
					537 80 41 020 Collection Services	412 Solid Waste Operations Fund	640.36	
					514 23 41 010 Bank Fees	001 Current Expense Fund	640.36	
9328	09/11/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.00	CIVICREC SERVICE FEE FOR \$100.00 - ITEM TRACE#- 091000011361204
					514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund	3.00	
9382	09/15/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	0.81	CIVICREC SERVICE FEE FOR \$27.08 - ITEM TRACE#- 091000015774756
					514 23 41 008 Bank Fees - Park and F	001 Current Expense Fund	0.81	

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 16:27:22 Date: 10/14/2025

09/01/2025 To: 09/30/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
9385	09/15/2025	09/30/2025	1		Ser Chge	US Bank -- Analysis Fees	1,136.99	SEPTEMBER 2025 US BANK ANALYSIS FEES
		535 80 41 020 Collection Services		401	Sewer Operations Fund		568.49	
		514 23 41 010 Bank Fees		001	Current Expense Fund		284.25	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund		284.25	
9597	09/17/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	6.70	CIVICREC SERVICE FEE FOR \$223.26 - ITEM TRACE#- 091000010541291
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		6.70	
9749	09/24/2025	09/30/2025	2	EFT	Ser Chge	WA St Dept of Revenue	23,299.25	2025-08-Excise Tax, on 9.24.2025 as check, should have been EFT.
		531 50 44 000 Taxes & Assessments		425	Stormwater Operations		1,512.59	
		535 80 44 010 Taxes & Assessments		401	Sewer Operations Fund		8,517.72	
		536 20 44 010 Taxes And Assessment		102	Cemetery Fund		73.79	
		537 80 44 001 Taxes & Assessments		412	Solid Waste Operations Fund		13,092.41	
		576 80 44 010 Taxes And Assessment		101	Parks & Facilities Fund		57.58	
		589 30 11 102 DO NOT USE - Sales T		102	Cemetery Fund		45.16	
9773	09/22/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	4.49	CIVICREC SERVICE FEE FOR \$149.69 - ITEM TRACE#- 091000011427719
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		4.49	
9870	09/26/2025	09/30/2025	1		Ser Chge	Zomok, Ben	115.36	EFT payment returned "unable to locate account"
		343 50 00 000 Sewer Service Charges		401	Sewer Operations Fund		-60.76	
		343 50 00 010 Utility Tax Collected		401	Sewer Operations Fund		-6.38	
		343 70 00 000 Garbage/Solid Waste F		412	Solid Waste Operations Fund		-12.54	
		343 75 00 000 Fuel Surcharge		412	Solid Waste Operations Fund		-2.09	
		343 73 00 000 Curbside Recycling Fee		412	Solid Waste Operations Fund		-7.42	
		343 70 00 010 Utility Tax Collected		412	Solid Waste Operations Fund		-2.32	
		343 10 00 000 Stormwater Fees		425	Stormwater Operations		-21.58	
		343 10 00 010 Utility Tax Collected		425	Stormwater Operations		-2.27	
9897	09/26/2025	09/30/2025	1		Ser Chge	Fiserv., dba Cardpointe	3.75	CIVICREC SERVICE FEE FOR \$125.00 - ITEM TRACE#- 091000016258424
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund		3.75	
10415	09/30/2025	09/30/2025	99		Ser Chge	Municipal Court	305.00	September 2025, total court disbursements.
		586 00 01 635 Court Disbursements		635	Custodial Fund		305.00	

TRANSACTION JOURNAL

City Of Sedro-Woolley

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09/01/2025 To: 09/30/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo			
Records Printed:		21	Adjustments:					0.00				
			Beginning Balance:					0.00				
			Revenues:					0.00				
			Warrant Expenditures:					0.00				
			Non Warrant Expenditures:					25,400.35				
			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	2,051.53	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00					0.00	0.00	0.00	-4,472.55	0.00	0.00	0.00
102 Cemetery Fund	0.00					0.00	0.00	0.00	-279.41	0.00	0.00	0.00
401 Sewer Operations Fund	0.00					0.00	0.00	0.00	11,172.24	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00					0.00	0.00	0.00	14,904.08	0.00	0.00	0.00
425 Stormwater Operations	0.00					0.00	0.00	0.00	1,488.74	0.00	0.00	0.00
635 Custodial Fund	0.00					0.00	0.00	0.00	305.00	0.00	0.00	0.00
					0.00	0.00	0.00	0.00	25,169.63	0.00	0.00	0.00



City Council Agenda Item

Agenda Item No.: e.2.

Date: October 22, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - City Council Study Session Meeting - October 1, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the study session , held on October 1, 2025.

BACKGROUND/SUMMARY INFORMATION:

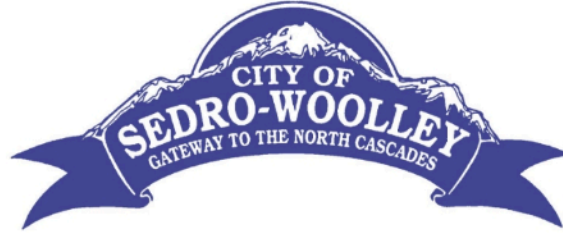
Minutes recorded from City Council Study Session, held on October 1, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 2025.10.01 Study Session Meeting minutes



Study Session Meeting of the City Council
October 1, 2025 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Introduction of Special Guests and Presentation

e. Unfinished Business

1. Regional Fire Authority Update

City Administrator Charlie Bush and Fire Chief Frank Wagner shared regional fire authority updates.

f. New Business

1. Agreement 2025-218-IA - Skagit Conservation District - Donation of Trees and Shrubs to Beautify the Jameson Street and State Route 9 Roundabout

Mayor Julia Johnson pulled New Business item 1, Agreement 2025-218-IA, Skagit Conservation District, donation of trees and shrubs to beautify Jameson St and State Route 9 Roundabout. She shared that there was nothing to discuss at this time.

2. Discussion of Future Funding Process for 1590 Operating Funding, 1590 Capital Funding, 1406 Funding, and Opioid Funding

City Administrator Charlie Bush had a discussion with City Council regarding the future funding process for 1590 Operating Funding, 1590 Capital Funding, 1406 Funding, and Opioid Funding and requested direction from council for 2026.

It was determined there would be two funding periods in 2026, one for 1590 capital funding and another for everything else.

g. 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.

Dan Simmons made a public comment.

h. Adjournment

The meeting adjourned at 7:15pm.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.3.

Date: October 22, 2025

From: Bill Bullock, Public Works Director

Subject: Contract Reinstatement and Amendment No. 1 – PACE Engineers -
Comprehensive Plan Chapter 7.08 Sewer System

RECOMMENDED ACTION:

A motion to execute the ratification, reinstatement, and first amendment to the professional services agreement between the City of Sedro-Woolley and PACE Engineering Inc for the 2025 comprehensive plan Chapter 7.08 - Sewer System.

BACKGROUND/SUMMARY INFORMATION:

PACE Engineering (PACE) was hired in 2024 to develop Sewer System chapter for the 2025 Comprehensive Plan. At that time, it was contemplated that the chapter would be completed by the end of 2024. However, in coordination with the timing of other chapters, they performed the bulk of their work in 2025, and staff did not realize the contract had expired. PACE has completed their scope of work for \$21,584.00 (original contract \$32,500). Exhibit B of Amendment No. 1 includes 2025 rates.

FISCAL IMPACT, IF APPROPRIATE:

No change to the contract amount of \$32,500; current final billing is (\$21,584).

ATTACHMENTS:

1. 2024-PS-04 PACE - Sedro-Woolley Reinstatement and Amendment No 1
2. PACE Rates_2025_EOR

**RATIFICATION, REINSTATEMENT, AND AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE CITY OF SEDRO-WOOLLEY AND
PACE ENGINEERING INC FOR THE 2025 COMPREHENSIVE PLAN
CHAPTER 7.08 - SEWER SYSTEM**

This Amendment No. 1 is made and entered into on the 22nd day of October, 2025, between the CITY OF SEDRO-WOOLLEY, hereinafter called “SEDRO-WOOLLEY” and PACE Engineering Inc, hereinafter called the “CONSULTANT.”

WHEREAS, the parties hereto have previously entered into a Professional Services Agreement for the development of Chapter 7.08 - Sewer System of the 2025 Comprehensive Plan.

WHEREAS, the Agreement expired December 31, 2024;

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **Reinstatement of the Agreement.** The Agreement between SEDRO-WOOLLEY and the CONSULTANT expired on December 31, 2024. This Amendment reinstates all of the terms of the original Agreement and nullifies the December 31, 2024, expiration date of the original Agreement, as modified by Amendment 1 to the original contract.
2. **Ratification of Actions taken since December 31, 2024.** Any actions approved by SEDRO-WOOLLEY and the CONSULTANT that fall under the terms of the original Agreement or any performance of the Agreement that took place between January 1, 2025, and the execution of this Amendment (dated below) are hereby ratified by this Amendment and shall be subject to the terms of the original Agreement. The terms of the original Agreement apply to all actions or performance taken during this period.
3. **Extension of the Agreement.** SEDRO-WOOLLEY and the CONSULTANT agree that the original Agreement shall be extended to December 31, 2025. SEDRO-WOOLLEY and the CONSULTANT may agree to extend the Agreement further by additional written Amendment.
4. **Severability.**
 - a) If a court of competent jurisdiction holds any part, term, or provision of this Amendment 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 Amendment did not contain the particular provision held to be invalid.
 - b) If any provision of this Amendment 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.

IN WITNESS THEREOF, PACE Engineering Inc, has caused this Amendment to the Agreement dated October 22, 2025, to be executed by its Owner, and SEDRO-WOOLLEY has caused this Amendment to be executed by its City Administrator, each of whom have authority to bind their respective entities.

CITY OF SEDRO-WOOLLEY

PACE ENGINEERING INC

Charlie Bush
City Administrator

Date

William Reynolds
Senior Principal Engineer

Date

Approved as to form:

Nikki Thompson, Town Attorney



**2025 ENGINEER OF RECORD
HOURLY RATE SCHEDULE**

Water | Land | Infrastructure | Facilities

Effective January 1, 2025

EXHIBIT B

DESCRIPTION	HOURLY RATE
1. Office Tech I, Expediter I	\$ 58.00
2. Office Tech II, Expediter II, Survey Field Tech	\$ 75.00
3. Intern, Survey Tech I, Jr. CAD Tech, Jr. Inspector, Office Tech III	\$ 95.00
4. Designer, Jr. Planner, Survey Tech II, CAD Tech, Inspector, Sr. Office Tech, Jr. Ecologist/Scientist	\$ 118.00
5. Jr. Engineering Staff, Designer I, Planner, GIS Tech, Survey Tech III, CAD Tech I, Inspector I, Project Administrator, Ecologist	\$ 137.00
6. Engineering Staff I, Designer II, Planner I, Survey Tech IV, GIS Analyst I, CAD Tech II, Inspector II, Engineering Intern, Sr. Project Administrator, Ecologist I, Landscape Architect	\$ 152.00
7. Landscape Architect I, Engineering Staff II, Designer III, Planner II, GIS Analyst II, CAD Tech III, Inspector III, Survey Tech V, Ecologist II	\$ 167.00
8. Landscape Architect II, Project Designer, Planner III, Sr. Survey Tech, GIS Analyst III, Engineering Staff III, Sr. CAD Tech, Sr. Inspector, Scientist, Ecologist III	\$ 182.00
9. Landscape Architect III, Senior Engineer, Project Designer I, Sr. Planner, Project Surveyor, Sr. GIS Analyst, CAD Manager, Project CAD Tech, Sr. Project Inspector, One-Person Crew, BIM Manager, Ecologist IV, Engineer IV, Scientist I	\$ 199.00
10. Landscape Architect IV, Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, UAS Pilot, Scientist II, Ecologist V	\$ 214.00
11. Sr. Landscape Architect, Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, IT Manager, Sr. Project Planner, Survey Project Manager, Tech Services Manager, Sr. Ecologist/Scientist, Two-Person Crew (OR)	\$ 228.00
12. Principal Ecologist/Scientist, Project Manager, Principal Surveyor, Planning Project Manager	\$ 243.00
13. Sr. Principal Ecologist/Scientist, Sr. Project Manager, Sr. Principal Surveyor, Two-Person Crew (WA)	\$ 258.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 279.00
15. Sr. Principal Engineer, Sr. Principal Planner	\$ 299.00

REIMBURSABLES

A. Subconsultants, Professional and Technical	Cost + 15%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%
C. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
D. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	At Approved IRS Rate
* On job inspection mileage will be billed	At Approved IRS Rate
E. Printing Costs	\$ 0.25/sheet
Large Format Blueprints and Reproduction (18" x 24" or larger)	\$ 3.00/sheet
F. Expert Witness	Rate x 1.5

Notes: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.

² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2025. After December 31, 2025, invoices will reflect the schedule of charges in effect at that time.



City Council Agenda Item

Agenda Item No.: f.1.

Date: October 22, 2025

From: Julia Johnson, Mayor

Subject: Community Action of Skagit County - Director Bill Henkel

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 10.22.25 Sedro-Woolley Council Presentation



*The heart of
Community Action
is creating a
spirit of hope
by helping people
help themselves,
and each other.*

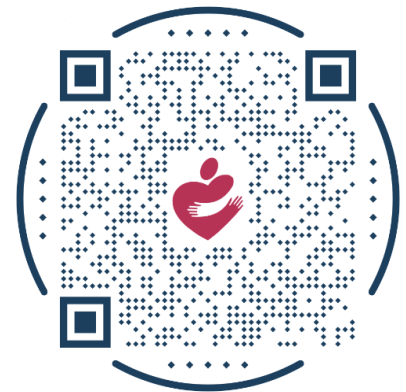
Community Action of Skagit County

Sedro-Woolley Council Presentation

October 22, 2025

Vision: A community in which everyone works together to end poverty in Skagit County.

Mission: Stabilize lives, equip people to meet their goals and build a stronger, more equitable Skagit County.



2024 Community Needs Assessment

Countywide:

- Housing affordable to people who live and work in Skagit County
- Nutritious food
- Mental/behavioral health
- Living wage jobs
- Affordable childcare



Immediate Help + Goal Setting = Care Coordination



Basic Needs



Food



Energy & Utility
Assistance



WIC & Family Services



Street Outreach &
Homeless Services



Assistance for
Veterans



Housing



Job Skills & Training



Assistance for
Seniors & Disabled



Financial Education



Volunteer & Job
Opportunities



Finance & Tax Help



Skagit's Friendly Front Door to Resource Navigation:

- **Resource Centers:**

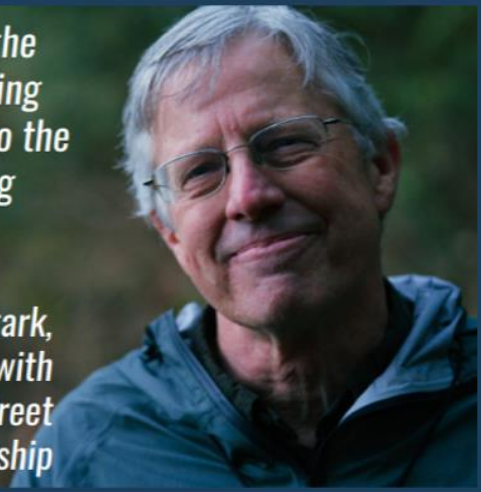
- Mount Vernon
- Anacortes
- East County (Concrete)
- Skagit Vets Connect (Burlington)

- **Going to Where People Are:**

- Street Outreach & Recovery Navigator
- Seniors & Disabled Services
- WIC & Infant Case Management Home Visits

"Outreach Workers are the guides. They're identifying who needs care. They do the hard work, and I just tag along with them."

*— Dr. Eric Stark,
founding physician with
Community Action's Street
Medicine Partnership*



The Path to **Stability**, **Success** and **Strong Communities**

Immediate Relief

*Resource Centers &
Meeting People Where They Are*

Secure Housing & Energy Assistance

Equipping People for Success



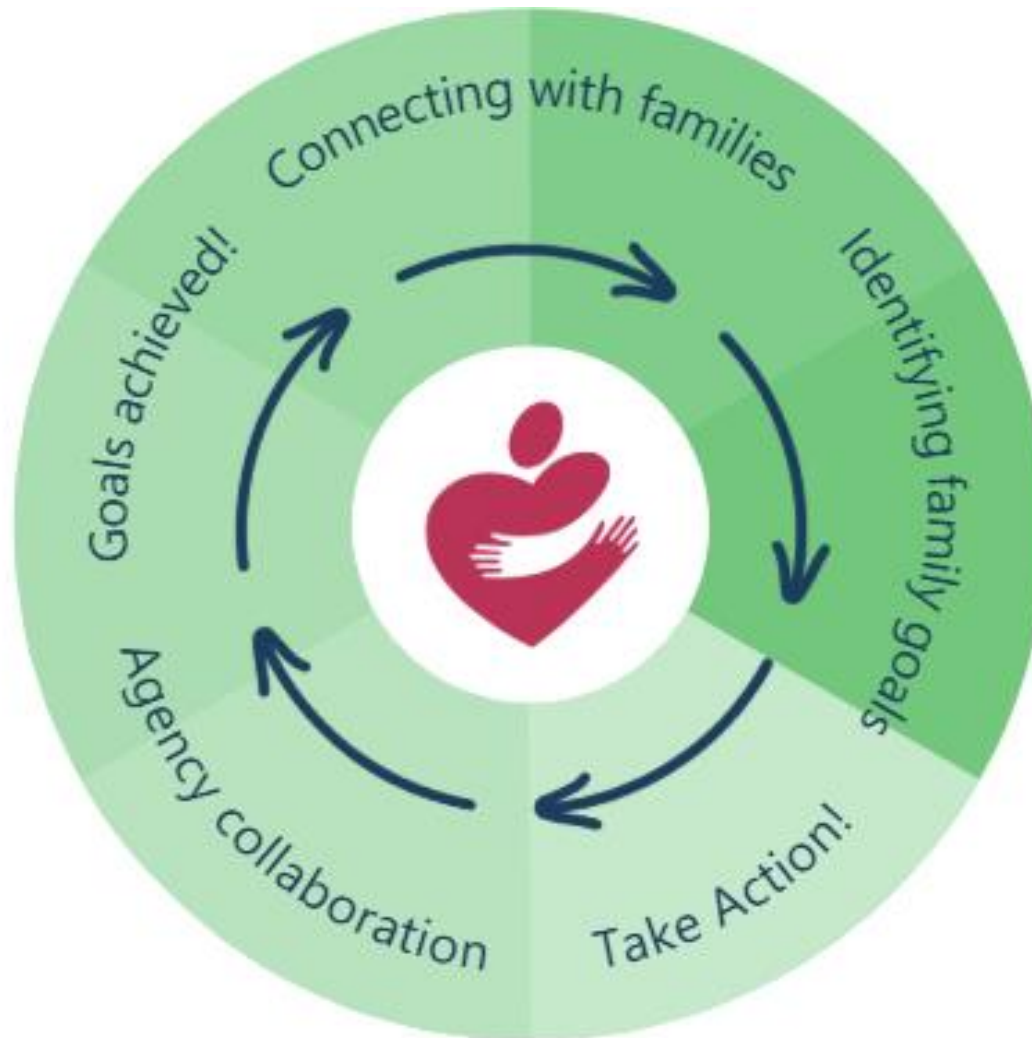
**Ongoing
Personalized
Support**

Stabilizing Lives

Giving Back



Whole Family Approach



2024: Who We Served



59,714 People Served

23,633 Households Served

18% People with Disabilities

17% People without Homes

16% Seniors

298 Veterans



Food Access



*3,316,789 Pounds of Food
moved through the Skagit
Food Distribution Center*

*43,962 People Accessed Food
and Quality Nutrition*

*8,464 People Received
Nutrition Education & Tools*



Education & Employment



*661 People Received Skills and
Tools to Increase their
Economic Stability*

*8,244 People Received Financial
Support to Expand their Income*



Housing & Homelessness

131 People were housed

2,038 People Avoided Homelessness

*849 Unsheltered People
Received Outreach and
Recovery Navigator Program Service*



Lives Changed: Outcomes in Sedro-Woolley

- **2,595:** Total program participants in Sedro-Woolley
- **403:** People who avoided homelessness
- **2,115:** Accessed food & nutrition education
 - *Plus 1,978 estimated households who received food from food banks and meal programs in Sedro-Woolley from Skagit Food Distribution from Skagit Food Distribution Center*
- **2,397:** Expanded income
- **\$116,133:** Rents paid to landlords



Critical Community Infrastructure: Skagit Food Distribution Center

- Distributes food to **18 local food banks** and **meal programs** that serve tens of thousands residents
- Distributes **senior food boxes** to seniors around the county
- Works with **local farmers**
- **Engages 15 volunteers** in food storage and driving



Lives Changed: Sedro-Woolley

	2023	2024	2025 Jan- Sept
MV Resource Center	2727 <i>Including coordinated entry</i>	1761	1257 ytd
Street Outreach	834	1047	694 ytd
Care Coordination	813	575	314 ytd
<i>Care Coordination Services per individual</i>	2.3 = 1,870 services	10.4 = 5,980 services	13.8 = 4,333 services ytd



Developing Housing Affordable for Workers, Families, Seniors



Cascade Landing

Partnering with a for-profit developer to create 34 homes in a commercial space in Burlington.

Fully leased since 2022!

Kulshan View

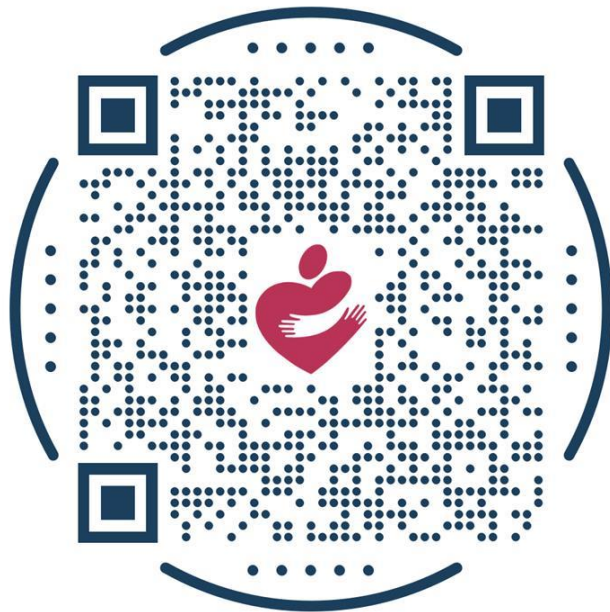
Two-phase Development of 48 affordable family-sized housing units in Mount Vernon.

Breaking ground in Spring 2026!



What can YOU do to help?

- Spread the word!
- Volunteer!
- Advocate!
- Give!





City Council Agenda Item

Agenda Item No.: i.1.

Date: October 22, 2025

From: Julia Johnson, Mayor

Subject: National Responders Day

RECOMMENDED ACTION:

Information item, no recommended action.

BACKGROUND/SUMMARY INFORMATION:

Information item, no recommended action.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Nat'l Responders Day 2025



First Responders Proclamation

WHEREAS, first responders, including career and volunteer, serve and ensure public safety and render aid to those in need; and,

WHEREAS, first responders risk their lives and safety every day in the performance of their duties to protect all citizens; and,

WHEREAS, law enforcement officers, firefighters, emergency medical services personnel, search and rescue teams, emergency management professionals, 911 dispatchers and members of other organization in the public safety sector come together to protect and aid the public in the event of an emergency; and,

WHEREAS, at moment's notice, first responders are quick to respond to dangerous situations that threaten our cities, counties and state; and,

WHEREAS, first responders must be ready to provide lifesaving services to the people of Washington, 24 hours a day, 7 days a week, throughout the year; and,

WHEREAS, first responders undergo significant education, specialized training and personal sacrifice to contribute their excellent and necessary skills to the public; and,

WHEREAS, we recognize the integral role that first responders have in our communities and the benefits we experience thanks to their third work, commitment, sacrifice and dedication;

NOW, THEREFORE, I, Julia M Johnson, Mayor of the City of Sedro-Woolley, Washington, do hereby proclaim October 28th, 2025, as

First Responders' Day

And urge all people in our city to join me in this very special observance.

Signed this 22nd day of October

Mayor Julia M Johnson



City Council Agenda Item

Agenda Item No.: 1.1.

Date: October 22, 2025

From: Julia Johnson, Mayor, Kelly Kohnken, Finance Director / City Clerk

Subject: Ordinance 2105-25 - Community Center - 3rd Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2105-25 revising the Sedro-Woolley Municipal Code 12.36.030 Community Center and 12.36.090 Sedro-Woolley Senior Center.

BACKGROUND/SUMMARY INFORMATION:

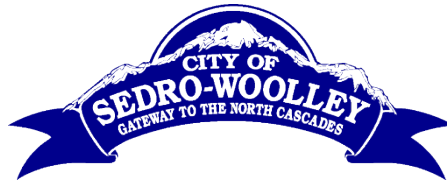
The Community Center ordinance was last discussed at the October 8, 2025, council meeting. The following items have been revised from the current municipal code.

- Retail sales or other profit-making activities shall only be permitted three calendar days per year, per organization, unless carried out by a charitable non-profit.
- Persons or groups using the Community Center must be out of the premise at 10:00 p.m. as of January 1, 2026.
- No additional security deposit is required for dancing or live music.
- The security deposit for use of the audio / visual equipment is \$1,000 (maximum deposit of \$1,000).
- The security deposit for all non-resident rentals is \$1,000 regardless of alcohol or audio / visual equipment use (maximum deposit of \$1,000).
- The city may retain the security deposit if the reservation indicates that alcohol will not be permitted and alcohol is consumed.
- A facility monitor is only required when alcohol will be consumed.
- The security deposit and facility monitoring requirements do not apply to unopened alcohol being provided as gifts or prizes.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2105-25 - Community Center



ORDINANCE NO. 2105-25

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING CHAPTER 12.36.030 “COMMUNITY CENTER FACILITY” AND 12.36.090 “SEDRO-WOOLLEY SENIOR CENTER BUILDING” OF THE SEDRO- WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, the City proposes to revise security and facility monitoring requirements for the Community Center; and,

WHEREAS, the City proposes to revise the Community Center time limit to 10:00 p.m.; and,

WHEREAS, the City proposes additional language in the permitted use of the Senior Center; and,

WHEREAS, these changes necessitate updates to SWMC Chapter 12.36.030 “City Parks, Recreational Vehicle Facilities and Community Center – Community Center Facility” and SWMC 12.36.090 “City Parks, Recreational Vehicle Facilities and Community Center – Sedro-Woolley Senior Center Building”;

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

Section One. Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” of the Sedro-Woolley Municipal Code, last modified by Ord. 2095-25 § 1 in 2025, sections 12.36.030 Community Center Facility and 12.36.090 Sedro-Woolley Senior Center Building are hereby amended to read as follows:

Section 12.36.030 Community center facility.

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

- A. Permitted Uses. The community center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. ~~No~~ Retail sales or other profit-making activities shall only be permitted three calendar days per year, per organization, unless they are carried out by a charitable nonprofit organization. This organization must show proof that it has nonprofit status. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.
- B. Reservations. The community center and buildings may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations may be made up to one year in advance of the reserved date.
- C. Rental Fees. Rental fees for the use of the community center are listed in the master fee schedule adopted by resolution of the city council.

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

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

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

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

3. Definitions.

a. “Charitable Non-Profit” means a charitable non-profit organization, working with the city limits.

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

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

D. Time Limits. Persons or groups using the community center must be out of the premises ~~at 10:00 p.m., as of January 1, 2026.as follows:~~

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

E. Security Deposit. After use of the community center, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair of damage. A security deposit must be paid, in the amount of the greater of:

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

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

2.

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

3. ~~If the renter is not a resident of Sedro-Woolley, the amount listed in the master fee schedule adopted by resolution of the city council;~~ or

4. If ~~alcohol is, dancing and live music are~~ not permitted ~~and the audio/visual equipment is not rented~~, the amount listed in the master fee schedule adopted by resolution of the city council.

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

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

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

G. ~~Security~~/Facility Monitor.

1. For any event in which alcoholic beverages, ~~live music or dancing are~~is to be allowed or provided, the user must pay an additional fee of the amount listed in the master fee schedule adopted by resolution of the city council.

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

~~3.2.~~ The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

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

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

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

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

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

~~L-M.~~ ~~Unopened Alcohol. The Security Deposit and Facility Monitor sections do not apply to unopened alcohol being provided as gifts or prizes.~~

Section 12.36.090 Sedro-Woolley senior center building.

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

A. Permitted Uses. The Sedro-Woolley senior center building will be primarily used for the operation of the Sedro-Woolley senior center and related senior-oriented functions. Private parties, residents and community groups may rent portions of the Sedro-Woolley senior center building for community meetings, classes and other similar activities on a space-available basis and upon approval of the senior center coordinator. ~~No~~Retail sales or other profit-making activities shall only be permitted to use the facility three calendar days per year, per organization, unless they are carried out by a charitable non-profit organization. No alcoholic beverages shall be permitted. The kitchen facility is not available for rental use. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

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

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

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

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

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

3. Definitions.

- a. “Charitable Non-Profit” means a charitable non-profit organization, working with the city limits.
- b. “Resident” means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor’s rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.
- c. “All others” means any person, group or organization that does not categorically fall into any other definition herein.

D. Security Deposit. After use of the Sedro-Woolley senior center building, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the facility shall be liable for any cost of cleanup and repair. A security deposit must be paid in the sum of the amount listed in the master fee schedule adopted by resolution of the city council.

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 22 day of October, 2025.

ATTEST:

Julia Johnson, Mayor

Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: 1.2.

Date: October 22, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Resolution 1168-25 - Master Fee Schedule Update - 2nd Read

RECOMMENDED ACTION:

Motion to approve Resolution 1168-25 updating the Master Fee Schedule.

BACKGROUND/SUMMARY INFORMATION:

The following changes have been made to the Master Fee Schedule:

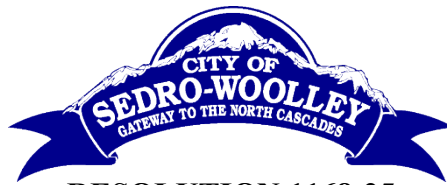
- Minor corrections to the Solid Waste Department rates.
- Update items related to the Community Center.
- Added rental fees for the upcoming Olmsted Park shelters.
- Added a 3% credit card processing fee for reservations paid online through the reservation system.
- Ambulance service fees previously just posted on the website, are now included.
- Updated the Fire Department training facility fee for additional instructors.

The Master Fee Schedule will be updated again before the end of the year to reflect 2026 utility rates.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Resolution 1168-25 - Master Fee Schedule
2. 2025 Master Fee Schedule w Attachments



RESOLUTION 1168-25

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, UPDATING THE MASTER FEE SCHEDULE

WHEREAS, the City of Sedro-Woolley established the use of a Master Fee Schedule via Ordinance No. 2013-22 adopted August 24, 2022; and,

WHEREAS, the City Council's most recent update to the Master Fee Schedule occurred on December 11, 2024, by passage of Resolution 1155-24; and,

WHEREAS, certain updates are needed to bring the Master Fee Schedule up-to-date; and,

WHEREAS, Community Center fees have been adjusted; and

WHEREAS, Olmsted Park shelter fees have been added; and

WHEREAS, credit card processing fee for reservations paid online have been added; and

WHEREAS, minor corrections have been made to Solid Waste fees; and

WHEREAS, ambulance service fees have been incorporated; and

WHEREAS, the Fire Department training facility fees for additional instructions have been updated; and

WHEREAS, Master Fee Schedule, as attached, has been updated; and

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

1. Updating the Master Fee Schedule. The City hereby adopts by reference and incorporated herein attached Exhibit "A" entitled the "Master Fee Schedule", including Attachment A Schedule of Traffic Impact Fees and Attachment B Building, Planning, & Engineering Fees updating the fees, rates, deposits, and other charges of the City.
2. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect as of the October 22, 2025.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 22nd day of October, 2025.

Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney

CITY of SEDRO-WOOLLEY



MASTER FEE SCHEDULE

Effective October 22, 2025



2025 SOLID WASTE RATES

RESIDENTIAL GARBAGE RATES

ITEM	RATE	ADD'T INFO
20 Gallon Toter	\$15.67	Customer with existing 20 gallon toter only
32 Gallon Toter	\$25.98	
65 Gallon Toter	\$36.45	
95 Gallon Toter	\$46.91	
LOW INCOME - 20 Gallon Toter	\$12.54	
LOW INCOME - 32 Gallon Toter	\$20.78	Low Income - 80% of regular rate
LOW INCOME - 65 Gallon Toter	\$29.16	
LOW INCOME - 95 Gallon Toter	\$37.53	
OPTIONAL: Food and Yard Waste	\$12.89 per Unit	

RESIDENTIAL RECYCLING RATES

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

FUEL SURCHARGE

ITEM	RATE	ADD'T INFO
Diesel over \$3.00 per Gallon	\$2.09	Flat fee when diesel is over \$3.00, \$4.00, or \$5.00 per gallon. Amount is charged per month for each account. Rates include \$1.00 base rate plus garbage and recycling.
Diesel over \$4.00 per Gallon	\$2.63	
Diesel over \$5.00 per Gallon	\$3.18	

COMMERCIAL GARBAGE RATES (PERMANENT)

ITEM	RATE	ADD'T INFO
32 Gallon Toter	\$27.32	
65 Gallon Toter	\$36.45	
95 Gallon Toter	\$49.02	
1 Yard Dumpster	\$118.15	
2 Yard Dumpster	\$156.20	
3 Yard Dumpster	\$232.65	
4 Yard Dumpster	\$306.36	
6 Yard Dumpster	\$452.02	
8 Yard Dumpster	\$604.29	
20, 30 & 40 Yard Roll-Off	\$131.00 a Ton	

DUMPSTER RENTALS (TEMPORARY)

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO
1 Yard Dumpsters	\$39.29	\$3.86 per Day	
2 Yard Dumpsters	\$69.49	\$3.86 per Day	
3 Yard Dumpsters	\$107.24	\$3.86 per Day	
4 Yard Dumpsters	\$122.38	\$7.71 per Day	
6 Yard Dumpsters	\$182.76	\$7.71 per Day	
8 Yard Dumpsters	\$243.22	\$7.71 per Day	
20, 30 & 40 Yard Roll-Off	\$131.00 a Ton	\$7.71 per Day	or \$73.55 per month for permanent containers Haul fee of \$242.29

Delivery + Pick Up: 1-8 Yard Dumpster \$25.13

Delivery + Pick Up: 20, 30 & 40 Yard
Dumpsters \$73.55

DRAFT

EXTRA CHARGE ITEMS

ITEM	RATE	ADD'T INFO
Recliner	\$17.00	
Refrigerators /freezers	\$25.78	
Other Appliances	\$17.00	
Mattress	\$17.00	
Couch	\$17.00	
Tires	\$6.00	
Wood Waste-Residential	\$12.36 per Yard	We Haul - \$12.36 per yard + \$242.29 haul fee
Wood Waste-Commercial	\$12.36 per Yard	
Yard Waste - Commercial	\$12.36 per Yard	We Haul - \$12.36 per yard + \$103.00 haul fee
Construction and Demo - Recycling	varies	20-40 yard roll-off = varies based on materials recycling + \$7.71 per day (or \$73.55 per month if over 1 month) + \$242.29 haul fee
Cement - Residential	\$11.33 per Ton	We Haul - \$11.33 per yard + \$242.29 haul fee
Cement - Commercial	\$11.33 per Ton	
Chain & Lock (one-time fee) - All Dumpsters	\$15.47	
Toter Replacement	\$114.01	
Liner Replacement	\$102.01	
Re-Trip Fee	\$20.00	

COMMERCIAL RECYCLING

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

UTILITY TAX

ITEM	RATE	ADD'T INFO
Utility Tax	10.50%	

SPECIAL PERMIT RATES

ITEM	RATE PER YEAR	PER CART, CONTAINER OR VEHCILE
Source Separated Recycling Companies and Non-Profits	\$619	\$0
Mixed Recycling Companies	\$2,474	\$20.62
Junk Collector Companies	\$2,474	\$20.62
Penalties for Non-Compliance with Above Special Permits	\$0	\$515 per Violation
Solid Waste Truck Advertising	\$1,237	\$54 per Vehicle per Side per Month
Hourly Charge for Solid Waste Department to Handle Improve Disposal	\$103 per Hour with Minimum of \$103, or cost of services	

LATE CHARGES

Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. A late penalty of ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.



2025 SEWER AND STORMWATER RATES

SEWER CONNECTION FEES		SWMC 13.16.035
ITEM	RATE	ADD'T INFO
Connection or Commencement of Use per ERU	\$ 9,924.41	for single family residential, duplexes, triplexes, mobile home unit or condominium, multiple residential greater than 4 units
Plumbing Fixture	\$ 412.40	per each equivalent fixture unit, applies to all non-residential users
Uses other than plumbing fixtures	\$ 412.40	per 234 gallons water consumption per month, for non-residential users not using equivalent fixture unit counts
Credit for Disconnecting Septic System	\$ 2,943.51	

SEWER UTILITY SPECIAL CONNECTION FEES		SWMC 13.16.037, 13.16.038, 13.16.039, 13.16.039.1, 13.16.039.2
ITEM	Rate	
North Reed Street	\$ 1,152.00	per each residential unit or per each ERU for non residential properties
Cook Road-Trail Road	\$ 3,426.00	per each residential unit or per each ERU for non residential properties
Fruitdale Road	\$ 3,450.00	per each residential unit or per each ERU for non residential properties
North Township Street	\$ 725.00	per each residential unit or per each ERU for non residential properties
West Bennet, West Nelson, Batey Robinson and Borseth Street	\$ 3,450.00	per each residential unit or per each ERU for non residential properties

SEWER RATES		SWMC 13.30.020, 13.30.030, 13.30.040, 13.30.130
ITEM	RATE	ADD'T INFO
Residential	\$ 75.94	Base rate
multi residential	\$ 75.94	Base rate per unit for duplexes, triplexes and multifamily with 4 or more units
Nonresidential	\$ 75.94	Base rate
and	\$ 7.02	per 100 cubic feet of water greater than 750cu.ft per month measured by PUD water meter
credit for BOD less than 120mg/liter	1%	reduction of volume charge for each ten mg/liter BOD less than 120 mg/liter
surcharge for BOD greater than 360mg/liter	1%	increase of volume charge for each ten mg/liter BOD greater than 360 mg/liter
Low Income Residential Household	\$ 60.76	
Outside City Limit	150%	

STORM AND SURFACE WATER		SWMC 2.46.090, 2.46.100
ITEM	RATE	ADD'T INFO
Class 1 Single-Family/Multifamily/Condo with 1 unit	\$ 13.49	per month per parcel
Class 2 Multifamily/condos with 2 or more units	\$ 6.74	per month per unit
Class 3 Commercial/Industrial	\$ 13.49	per 10,000 sq. ft of land per parcel
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel
Class 4 Public Use Customer (Schools, Government Buildings)	\$ 13.49	per 10,000 sq. ft of land per parcel
or	\$ 26.97	per 10,000 sq. ft of impervious surface per parcel
Class 5 Mixed Use facilities	\$ 13.49	\$13.08 Per Month per Commercial Unit for Every 10,000 Sq. Ft. of Land and \$13.08 per Month per Unit, Unless 3+ Residential, the fee Shall be 50% of the Class 1 per-Unit Basis
Low Income Single Family	\$ 10.79	per month per parcel (80% of Class 1 rate)



ATHLETIC FIELD USER FEES		
Facility	Weekly Rate	Daily Rate
Riverfront 1 - East	\$90.00	\$25.00
Riverfront 2 - West	\$90.00	\$25.00
Riverfront - Rookie - South	\$50.00	\$15.00
Riverfront - T-Ball - North	\$50.00	\$15.00
Tesarik	\$90.00	\$25.00
Winnie Houser	\$200.00	\$60.00
Denny Engberg	\$150.00	\$45.00

COMMUNITY CENTER RENTAL FEES			
Group			
Day of the Week	Resident	Community Group	All Others
Monday through Thursday	\$225 \$250	\$150 \$175	\$375 \$400
Friday through Sunday	\$275 \$300	\$150 \$175	\$425 \$475

COMMUNITY CENTER RENTAL FEES CONTINUED					
Group	Security Deposit			Facility Monitor	Audio / Visual
Day of the Week	NO Alcohol or Use of Audio / Visual Equipment	WITH Alcohol or Use of Audio / Visual Equipment	Non-Resident	WITH Alcohol	Audio / Visual Equipment
Monday through Sunday	\$100	\$1,000	\$1,000	\$250 flat fee \$280	\$50

Additional Cleanup Required	\$50 \$75 per hour
Annual Users	\$175 \$200 per use
Consecutive Days	\$100 less, beyond first
Storage Closet - Large	\$15 per month
Storage Closet - Small	\$10 per month

SENIOR CENTER RENTAL FEES				
Day of the Week	Resident	Community Group	All Others	Deposit
Monday through Thursday	\$50	\$25	\$200	\$100
Friday through Sunday	\$100	\$25	\$250	\$100

RECREATIONAL VEHICLE PARK FEES	
Location	Fee
Riverfront RV Park (Without Full Sewer Hook-Ups)	\$40 per Night
Bingham RV Park (with Full Sewer Hook-Ups)	\$50 per Night

OTHER FACILITY RENTALS		
Group		
Location	Resident	Nonresident
Olmsted Park - Small Shelter	\$50	\$75
Olmsted Park - Large Shelter	\$100	\$150
Memorial Park - Covered Shelter	\$25	\$35
Bingham Park Shelter	\$100	\$150
Hammer Heritage Square	\$100	\$200
Riverfront - Small Covered Shelter	\$125	\$150
Riverfront - Large Covered Shelter	\$175	\$250
Riverfront - Amphitheatre - Nonprofits, City Sanctioned Festivals, Private Users and For- Profit	\$400	\$650

Credit Card Processing Fee for Reservations Paid Online Through the Reservation System	3%
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Sedro-Woolley Municipal Code Chapter / Section References:

12.36.020	12.36.050
12.36.030	12.36.090
12.36.040	



2025 BUILDING AND CONSTRUCTION

Building and Construction	
Description	Fee
Building Code Fees	See attached Building, Planning & Engineering Fee Schedule
Administrative Fee	\$750
Transportation Fee Schedule and Established of Service Area	Attachment A
Park Impact Fee and Establishment of Service Area	Attachment B
Fire Department Impact Fee and Establishment of Service Area	Attachment C
School Impact Fees and Administrative Fees	\$35
Independent Fee Calculations - Deposit	\$500
School Impact Fees - Single Family Units: per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park)	\$4,461
School Impact Fees - Multifamily Units: per residential unit in a multifamily structure	\$2,888
School Impact Fees - Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$1,338.30 30% of a standard school impact fee
School Impact Fees - Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$2,230 50% of a standard school impact fee

Attachment A – Schedule of Traffic Impact Fees

See attached schedule. SWMC 15.60.050 B. "The impact fee schedule of costs out, a set out in in Attachment A, shall be updated annually at a rate adjusted in accordance with the Federal Highway Administration's National Highway Construction Cost Index (NHCCI), using an annual measure to establish revised fee schedule effective January 1st of each year."

Attachment B - Building, Planning & Engineering Fee Schedule

See attached schedule.

Schedule of Park Impact Fees per Unit

Structure	Fee
Single-Family Resident	\$2,391
Manufactured Home	\$2,391
Units in a Duplex or Multifamily Unit	\$2,391
Dependent Relative Cottage	\$2,391
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$717.15 30% of a standard park impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$1,195.26 50% of a standard park impact fee
All Units Not Specifically Identified in the Above	\$2,391

Annual increase by Seattle-Tacoma-Bellevue June to June CPI-U

Schedule of Fire Department Impact Fees

Structure	Fee
Residential structures, including single-family and multifamily structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$0.08 per square foot of structure 30% of a standard fire impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$0.14 per square foot of structure 50% of a standard fire impact fee

	DRAFT \$0.28 per square foot of structure, including garage, outbuildings and attached porches; provided, that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system
Nonresidential structures	
Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline	shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.100.

Sedro-Woolley Municipal Code Chapter / Section References:	
15.04	15.60.070
15.52.1220	15.60.90
15.60.050	15.664.130
	15.64.150

**2025 CEMETERY**

BURIAL SPACE	
Description	Amount
Burial Space (includes space at \$1,000; endowment at \$100)	\$1,100
Double Burial Single Space (1 full body and 1 cremains or 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 Additional
Triple Burial Single Space (1 full body and 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 additional
Opening/Closing (Includes tent, chairs, greens and equipment)	\$1,000
Standard Size Concrete Liner (Includes purchase price and handling) (Oversize liner price on request)	\$675 + Sales Tax
Concrete Vault (Handling fee only)	\$200
Headstone Reset Fee	\$50
Headstone Setting	\$200
Additional folding chairs (up to 20) \$2.00 per additional chair	\$2.00 per additional chair

URN SPACE	
Description	Amount
Urn Space (Includes space at \$425.00; endowment at \$100.00)	\$525.00
Double Burial Single Space Requires Purchase of Burial Space; Fee for Each Addition Burial	\$300 Additional
Opening/Closing (Includes tent, chairs and greens)	\$400
Opening/Closing (No tent, chairs or greens)	\$200
Urn Vault (Includes purchase price and handling)	\$175 + Sales Tax
Headstone Setting	\$200

BABY SPACE	
Description	Amount
Baby Space (Includes space at \$300.00; endowment at \$100.00)	\$400
Opening/Closing (Includes tent, chairs and greens)	\$300
Opening/Closing (No tent, chairs or greens)	\$275
Concrete Baby Liner (Includes purchase price and handling)	\$225 + Sales Tax
Combo (Liner/Casket) (Handling fee only)	\$75
Headstone Setting	\$200

COLUMBARIUM NICHE WALL (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche Space (Includes space at variable price by location; and endowment at \$100.00)*	Niche Space (Includes space at variable price by location; and endowment at \$100)* Row 1 (top) \$850 Row 2 \$800 Row 3 \$750 Row 4 \$700
Opening/Closing (Includes tent, chairs and greens)	\$300
Opening/Closing (No tent, chairs or greens)	\$250
Inscription (Single shutter inscription)	\$275 + Sales Tax

COLUMBARIUM NICHE WALL "ESTATE UNITY" (SINGLE INURNMENTS ONLY)	
Description	Amount
Niche space* (11-7/8" x 11-7/8" x 15-1/2") (Includes space and endowment at \$100)	
Niches 1 through 4	\$1,450 Each
Niches 5 through 10	\$1,400 Each
Niches 11 and 12	\$1,300 Each
Niches 13 and 14	\$1,200 Each
2 plus cremains per niche	1-1/2 times single unit price
Opening/Closing (Includes tent, chairs and greens)	\$300

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

DRAFT

ADDITIONAL LABOR CHARGES (MAXIMUM OF TWO HEADSTONES PER GRAVE SPACE)	
Description	Amount
Saturday Service (Standard Burial)	\$500
Saturday Service (Cremation)	\$300
Sunday/Holiday Service (Standard Burial)	\$600
Sunday/Holiday Service (Cremation)	\$350
Additional Headstone on Existing Grave Space	\$200
Setting of Headstone Flower Vase	\$25
Chapel Services at 3:00 p.m. or Later	\$200

DISINTERMENT	
Description	Amount
Casket/any removal	\$1,200
Casket/Relocation within Union Cemetery	\$1,600
Urn/any removal	\$250
Urn/Relocation within Union Cemetery	\$310

Sedro-Woolley Municipal Code Chapter / Section References:
2.80.040



2025 PUBLIC RECORDS REQUESTS

PUBLIC RECORDS ACT - RELATED FEES		
Item	Rate	Description
Electronic Files	\$0.01	For each electronic file. Files refers to the number of responsive items. Files may include Word documents, PDFs, PowerPoints, audio files, or emails. The City will charge \$0.01 per file regardless if the individual files are provided to the requester in a combined PDF or one zip file.
First 200 Electronic Files	Waived	The City has determined it is overly burdensome to track invoicing and payment for requests of 200 electronic files or less (\$2.00). Therefore, the \$0.01 electronic files fee will be waived for the first 200 electronic files.
Printed Copies	\$0.15	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Printed Copies - Plotter Paper	\$0.06	Six cents per square foot for plotter paper.
Scanning	\$0.10	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
First 100 Scanned Pages	Waived	The City has determined it is overly burdensome to track invoicing and payment for requests of 100 scanned pages or less (\$10.00). Therefore, the \$0.10 scanning fee per page will be waived for the first 100 scanned pages.
Storage Devices		The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requester, and the actual postage or delivery charge.
Customized Electronic Access or Data		A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access when such compilations and customized access services are not used by the agency for other agency purposes.

Body Worn Camera Records Requests	\$51.09	\$51.09 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in 15 minute intervals. Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying. Charges will not be levied if the request comes from: •A person directly involved in a recorded incident and their attorney; •A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person; •Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs; • Attorneys who represent a person in a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution or a violation of a United States Department of Justice settlement agreement and explain the relevancy of the requested video.
Postage		Actual Cost

Sedro-Woolley Municipal Code Chapter / Section References: 1.24.060

**2025 OTHER**

ANIMAL	
Fee Type	Amount
Impound Fees	\$25 + \$10 Day After 2 Days
Animal Control Infractions	\$150
Potentially Dangerous Dog - Registration Fee	\$250 + \$50 Annually
Dangerous Dog - Registration Fee	\$500 + \$100 Annually
Potentially Dangerous Dog - Fail to Register or Renew Penalty	\$250
Dangerous Dog - Fail to Register or Renew Penalty	\$500
Animal Control Civil Penalty	\$150 + \$10 Day + Care Cost
Animal Control Civil Penalty for Animal Destruction	\$250
Hearings	\$15 per Day
Animal Control Civil Penalty for Animal Destruction- Failure to Pick Up After 10 days	\$50

FESS FOR POLICE AND FIRE REPORTS OR SERVICE FEES TABLE	
Description	Amount
Fingerprint Cards (including applicants for concealed weapons permits)	\$10 (Up to 2)+ \$3 for Additional

BUSINESS LICENSES AND REGULATIONS		FAILURE TO PAY		
Description	Amount	11-60 days late	60-90 days late	90+ days late
Business License Fee - General Business	\$35 annually	\$3.50	\$7.00	\$10.50
Business License Fee - Selling and Beveraging Alcohol or Cannibis	\$250 annually	\$25.00	\$50.00	\$75.00
Business License Fee- Pawnbroker	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee- Mobile Vending	\$75 annually	\$7.50	\$15.00	\$22.50
Business License Fee - Taxicabs	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee - Extension Vendors	\$200 annually per location	\$20.00	\$40.00	\$60.00

Failure to pay fees may be waived at the Finance Director's discretion on a case by case basis.

CITY RIGHTS-OF-WAY	
Description	Amount
Utility Relocation - Enforcement	\$250 Per Day
Cable Communications - Cable System Evaluation - Non-Compliance Fee	Up to \$3,500 Per Evaluation - To Adjusted from 1997 Inflation

ZONING	
Description	Amount
Enforcement of the Critical Areas Regulations - Violations Civil Penalty	\$75 Per Day
Model Homes - Application Requirements	\$300 Per Model
Temporary Homeless Encampment Permit Application	\$1,500

CODE ENFORCEMENT	
Description	Amount
Notice of Violation and Order/Administrative Proceeding - Appeal Procedure	\$300 filing fee plus actual cost of hearing examiner (if appellant is successful, hearing examiner cost is waived)
Civil Fines and Civil Penalties - Civil Penalty - Critical Areas	\$50,000

Attachment C - Sedro-Woolley Fire Department Training Facility Fees	
See attachment.	

OTHER	
Description	Amount
Fireworks - Public Display - Permit Fees	50
Smoking in Public Places and Places of Employment - Penalties - Person	Up to \$100
Smoking in Public Places and Places of Employment - Penalties - Owner Obligations	Up to \$100
Violation - Penalty	Class 1 civil infraction \$250.00 Class 2 civil infraction \$125.00
Tree Standards - Inspection and Appeal - Penalty	\$250 Each Day

EMPLOYEE RECOGNITION	
Description	Amount
Employee Recognition Program Token Appreciation Award	Up to \$100
Years of Service - Value of Item	Example of Type of Item
1 year - \$15	City logo hat or mug
5 years - \$35	City logo polo shirt / sweater
10 years - \$65	City logo jacket / coat / vest
20 years - \$100	City logo article

AMBULANCE SERVICE FEES		
Description	Resident	Non-Resident
BLS - Non-Emergency	\$750.22	\$1,045.39
BLS Emergency	\$842.46	\$1,430.34
ALS 1 Non-Emergency	\$1,008.50	\$1,430.34
ALS 1 Emergency	\$1,076.14	\$1,436.49
ALS 2	\$211.43	\$1,512.74
Mileage	\$19.68	\$22.14

FIRE DEPARTMENT TRAINING FACILITY FEE SCHEDULE	
Description	Amount
Non-Fire Use (Mutual Aid) - Facility	\$110 / Hour
Non-Fire Use (Non-Mutual Aid) - Facility	\$135 / Hour
Fire Use (Mutual Aid) - Facility	\$135 / Hour
Fire Use (Non-Mutual Aid) - Facility	\$185 / Hour
Additional Instruction	Average Hourly Rate (calculated by City Finance Department)
Propane	Market Value per Gallon
Pallet	Market Value of Pallet
Cancellations	\$100 Under Two day Notice

See Fire Department for further detail.

Sedro-Woolley Municipal Code Chapter / Section References:

3.60.010
5.04.030
5.04.060
8.28.060
8.36.040
8.50.160
12.40.120
17.65.760
17.98.040
17.110.020
18.15.040
18.35.030
2.100.040
8.40.120

Effective January 1, 2025



Attachment A - Traffic Impact Fees

Traffic Impact Rate Schedule - Residential					
ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	Rate per Unit ³	Impact Fee per Unit by District	
				Non-CBD	CBD
210	Single-Family Detached Housing	0.94	DU	\$4,636	\$2,578
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,812	\$1,564
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,516	\$1,399
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,923	\$1,070
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,776	\$987
240	Mobile Home Park	0.58	DU	\$2,861	\$1,591
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,480	\$824
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,233	\$686
253	Congregate Care Facility	0.18	DU	\$888	\$494
254	Assisted Living	0.24	bed	\$1,184	\$659
255	Continuing Care Retirement Community	0.19	DU	\$937	\$522
260	Recreational Home	0.29	DU	\$1,431	\$795
-	Accessory Dwelling Unit (≥ 450 sf) ⁵	0.61	DU	\$3,009	\$1,673
-	Accessory Dwelling Unit (< 450 sf) ⁵	0.30	DU	\$1,480	\$824

1 Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

2 Trip generation rate per development unit for PM peak hour of the adjacent street traffic (4-6 PM)

3 DU = Dwelling Unit

⁴No ITE rate exists for ADUs. ADU trip rates modeled consistent with "Clackamas County Residential TSDC Analysis" (2019)

*Traffic impact fees for PRDs will be based on the type of dwellings

Effective January 1, 2025



Attachment A - Traffic Impact Fees

Traffic Impact Fee Rate Schedule – Non-Residential LUC 1-799							
ITE Code ¹	ITE Land Use Category ¹	Base Trip Rate ²	% Prima ry Trips	Net Trip Rate	Rate per Unit ³	Impact Fee per Unit by District	
						Non-CBD	CBD
PORT AND TERMINAL							
30	Intermodal Truck Terminal	1.87	*	1.870	ksf	\$9,224	\$5,130
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,417	\$1,344
110	General Light Industrial	0.65	*	0.650	KSF	\$3,206	\$1,783
130	Industrial Park	0.34	*	0.340	KSF	\$1,677	\$932
140	Manufacturing	0.74	*	0.740	KSF	\$3,650	\$2,030
150	Warehousing	0.18	*	0.180	KSF	\$888	\$494
151	Mini Warehouse	0.15	*	0.150	KSF	\$739	\$412
170	Utilities	2.16	*	2.160	KSF	\$10,653	\$5,925
180	Specialty Trade Contractor	1.93	*	1.930	KSF	\$9,519	\$5,295
LODGING							
310	Hotel	0.59	*	0.590	room	\$2,910	\$1,619
311	All Suites Hotel	0.36	*	0.360	room	\$1,776	\$987
312	Business Hotel	0.31	*	0.310	room	\$1,529	\$850
320	Motel	0.36	*	0.360	room	\$1,776	\$987
RECREATIONAL							
411	Public Park	0.11	*	0.110	acre	\$543	\$302
416	Campground/RV Park	0.27	*	0.270	site	\$1,332	\$741
430	Golf Course	0.28	*	0.280	acre	\$1,381	\$769
432	Golf Driving Range	1.25	*	1.250	tee	\$6,165	\$3,429
433	Batting Cages	2.22	*	2.220	cage	\$10,950	\$6,090
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$8,088	\$4,499
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$17,658	\$9,821
437	Bowling Alley	1.16	*	1.160	KSF	\$5,721	\$3,182
445	Movie Theater	13.96	*	13.960	screen	\$68,855	\$38,296
488	Soccer Complex	16.43	*	16.430	field	\$81,038	\$45,072
490	Tennis Courts	4.21	*	4.210	court	\$20,765	\$11,549
491	Racquet/Tennis Club	3.82	*	3.820	court	\$18,842	\$10,479
492	Health Fitness Club	3.45	*	3.450	KSF	\$17,016	\$9,464
493	Athletic Club	6.29	*	6.290	KSF	\$31,024	\$17,255
495	Recreational Community Center	2.50	*	2.500	KSF	\$12,331	\$6,859
INSTITUTIONAL							
520	Elementary School	0.16	*	0.160	student	\$789	\$439
522	Middle/Junior High School	0.15	*	0.150	student	\$739	\$412
525	High School	0.14	*	0.140	student	\$690	\$384
528	School District Office	2.04	*	2.040	student	\$10,062	\$5,597
536	Charter Elementary School	0.16	*	0.160	student	\$789	\$439
540	Junior / Community College	0.11	*	0.110	student	\$543	\$302
560	Church	0.49	*	0.490	KSF	\$2,417	\$1,344
565	Day Care Center	11.12	44%	4.893	KSF	\$24,133	\$13,422
566	Cemetery	0.46	*	0.460	acre	\$2,269	\$1,262
571	Adult Detention Facility	0.08	*	0.080	bed	\$395	\$220
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,367	\$1,317
590	Library	8.16	*	8.160	KSF	\$40,247	\$22,385

MEDICAL							
610	Hospital	0.86	*	0.860	KSF	\$4,242	\$2,360
620	Nursing Home	0.14	*	0.140	bed	\$690	\$384
630	Clinic	3.69	*	3.690	KSF	\$18,200	\$10,123
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$17,411	\$9,684
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$7,497	\$4,169
OFFICE							
710	General Office	1.44	*	1.440	KSF	\$7,102	\$3,951
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$10,653	\$5,925
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$6,412	\$3,567
715	Single Tenant Office ($\geq$ 10,000 sf)	1.76	*	1.760	KSF	\$8,681	\$4,828
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$19,384	\$10,781
730	Government Office Building	1.71	*	1.710	KSF	\$8,434	\$4,691
732	US Post Office	11.21	*	11.210	KSF	\$55,291	\$30,752
750	Office Park	1.30	*	1.300	KSF	\$6,412	\$3,567
760	Research and Development Center	0.98	*	0.980	KSF	\$4,834	\$2,688
770	Business Park	1.22	*	1.220	KSF	\$6,017	\$3,347

Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position

* Pass-by and diverted trip rate data not available. Primary trip rates may be applied based on local data, development context, and engineering judgment

Effective January 1, 2025



Attachment A - Traffic Impact Fees

Traffic Impact Fee Rate Schedule – Non-Residential LUC 800-999							
ITE Code ¹	ITE Land Use Category ¹	Base Trip	% Prim	Net Trip Rate	Rate per Unit ⁴	Impact Fee per Unit	
						Non-CBD	CBD
RETAIL							
810	Tractor Supply Store	1.40	66%	0.924	KSF	\$4,558	\$2,535
811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,614	\$2,010
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$8,212	\$4,568
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$15,164	\$8,434
814	Variety Store	6.70	66%	4.422	KSF	\$21,811	\$12,131
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$19,896	\$11,066
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$10,877	\$6,050
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$25,330	\$14,089
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$19,126	\$10,638
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$11,069	\$6,156
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$29,395	\$16,350
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$16,895	\$9,397
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$21,453	\$11,931
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$7,455	\$4,146
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$11,936	\$6,639
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$18,496	\$10,288
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,798	\$2,113
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$10,634	\$5,914
848	Tire Store	3.75	72%	2.700	KSF	\$13,317	\$7,407
849	Tire Superstore	2.11	72%	1.519	KSF	\$7,493	\$4,167
850	Supermarket	8.95	64%	5.728	KSF	\$28,252	\$15,714
851	Convenience Store	49.11	49%	24.064	KSF	\$118,691	\$66,014
857	Discount Club	4.19	63%	2.640	KSF	\$13,020	\$7,241
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$6,966	\$3,874
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$6,551	\$3,643
863	Electronics Superstore	4.25	60%	2.550	KSF	\$12,578	\$6,996
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$11,557	\$6,428
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$9,018	\$5,015
875	Department Store	1.95	66%	1.287	KSF	\$6,348	\$3,531
876	Apparel Store	4.12	66%	2.719	KSF	\$13,412	\$7,459
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$20,215	\$11,244
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$19,728	\$10,972
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$19,211	\$10,685
882	Marijuana Dispensary	18.92	100%	18.920	KSF	\$93,319	\$51,903
890	Furniture Store	0.52	47%	0.244	KSF	\$1,205	\$671
899	Liquor Store	16.62	64%	10.637	KSF	\$52,464	\$29,180
SERVICES							
911	Walk-in Bank	12.13	65%	7.885	KSF	\$38,889	\$21,630
912	Drive-in Bank	21.01	65%	13.657	KSF	\$67,358	\$37,464
918	Hair Salon	1.45	65%	0.943	KSF	\$4,648	\$2,585
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$24,154	\$13,435
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$35,284	\$19,624
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$21,545	\$11,983
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$25,444	\$14,152
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$93,367	\$51,930
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$81,457	\$45,305
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$146,736	\$81,613

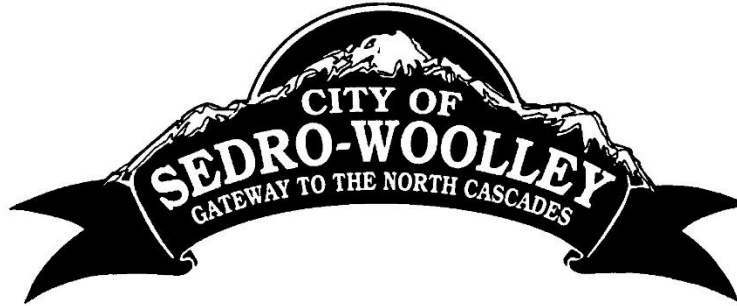
936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$90,781	\$50,491
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$96,155	\$53,480
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$8,182	\$4,551
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$30,897	\$17,183
942	Automobile Care Center	3.11	72%	2.239	KSF	\$11,045	\$6,143
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$7,315	\$4,068
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$39,793	\$22,133
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$10,902	\$6,063
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$13,471	\$7,493
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$15,921	\$8,855
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$15,848	\$8,814
948	Automated Car Wash	77.50	58%	44.950	stall	\$221,707	\$123,311
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$44,113	\$24,535
970	Winery	7.31	100%	7.310	KSF	\$36,055	\$20,054
971	Brewery Taproom	9.83	100%	9.830	KSF	\$48,485	\$26,966
975	Drinking Place	11.36	100%	11.360	KSF	\$56,032	\$31,164

Institute of Transportation Engineers, [Trip Generation Manual \(11th Edition\)](#)

Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

3 Average primary trip rates, per Trip Generation Handbook (3rd Edition), 2017. Additional primary rates based on similar land use and engineering judgment

Pass-by rates should be used with caution and refined using local data whenever possible. ⁴ DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position



CITY OF SEDRO-WOOLLEY BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

The fees described below are the minimum fees specific to the identified activities. Other fees may apply and will be added to the minimum fee. Plan Review and Application Fees are due at time of application. All fees must be paid before Permit Issuance or City Action.

SECTION 1. BUILDING PERMIT FEES

To calculate building permit fees, valuation is established by using the current building valuation data published by the International Code Council (ICC). Permit fees are then calculated from the City of Sedro-Woolley BPE Fee Schedule Table 1. Valuation information for structures/improvements not designated by ICC is as shown in this schedule. The plan check fees for projects reviewed by the City of Sedro-Woolley shall be 65 percent of the building permit fee.

TABLE 1—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$1.00 to \$500.00	\$23.50
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Attachment B: Building, Planning & Engineering Fee Schedule

Structure or Improvement	Valuation
Uninsulated, Unheated Basement	50% of finished space
Open Carport	\$16.10 per Square foot
Foundations	\$35.00 per linear foot
Fences greater than 6' in height	\$12.84 per linear foot
Decks	\$12.84 per Square foot
Post Frame Building	\$16.10 per Square foot
Commercial Signs	\$25.00 Surface mounted \$25.00 Replacement of insert to existing sign cabinet \$200.00 Monument \$300.00 Pole-mounted

Other Building Related Fees	
Plans Examination Review Fee	65% of assessed building permit fee
Projects not specified in schedule	Valuation based on contractor's estimate
Inspections outside of normal business hours, if granted	\$100.00/hour plus administrative overhead 2 hour minimum ¹
Inspections for which no fee is specifically indicated	\$50.00 per hour ¹ ½ hour minimum
Re-inspection fees (due prior to second re-inspection of written correction notice)	\$50.00/hour plus administrative costs 1 hour minimum ¹
Expedited Inspection – for inspection requests received after 8:30 AM (due prior to subsequent inspection)	\$50.00
Additional plan review fee or inspection required by changes, additions, or revisions to plans	\$50.00/hour 1/2 hour minimum
Pre-review of Building Plans Fee – for review of building plans prior to the submittal of a complete building permit application.	10% of the projected Plans Examination Review Fee (based on building size and valuation). The Pre-review Fee does not count towards the Plans Examination Review Fee.
For use of outside consultants for plan checking, inspections, environmental, stormwater, landscape & other related reviews	\$50.00/hour administrative costs plus the resulting consultant fees
Demolition Permits	\$100.00 SFR Demolition Permit \$125.00 Commercial Demolition Permit
Temporary Certificate of Occupancy	\$250.00
Address Sign	\$25.00
Change of Use permit	\$100.00
Building Decision Appeal	\$300.00 Plus \$50.00/hour for staff time plus resulting consultant fees plus resulting attorney fees.
Washington State Building Code Council Fee – building permit fee	\$4.50 per building permit
Washington State Building Code Council Fee – multi-family unit fee	\$2.00 per unit for each unit after the first unit
Adult Family Home Application Review	\$50.00
Adult Family Home Inspection	\$50.00

Attachment B: Building, Planning & Engineering Fee Schedule

Solar panel permit for buildings regulated by the International Residential Code (IRC)	\$50.00
Solar panel permit for buildings regulated by the International Building Code (IBC)	\$50.00 plus building plan review fee based in project valuation of the structural components and labor only
Residential re-roofing permit for roofing projects that require structural modification	\$75.00
Commercial re-roofing permit	\$75.00
Administration fee for processing deferred impact fees	\$100.00

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Manufactured Homes

Manufactured Home	\$500.00
Modular Homes	\$750.00 plus foundation and/or basement permit fee

Mechanical Permits

Permit Administration

1. For the issuance of each mechanical permit	\$25.00
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Unit Fees

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	\$20.00
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For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$40.00
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For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
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2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25
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3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
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4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
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Attachment B: Building, Planning & Engineering Fee Schedule

For the installation or relocation of each boiler or compressor over three horsepower (10.6kw) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6kw)	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Bin/h (512.9 kW)	\$92.65
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$10.65
For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
6. Evaporative Coolers.	
For each evaporative cooler other than portable type	\$10.65
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$ 7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65
10. Range hoods	
Residential	\$9.50
Commercial –plan review --inspection (does not include Fire Suppression)	\$50.00/hour \$50.00/hour
11. Wood/gas/pellet stove or insert	
Dryer vent	\$7.50
Gas Range	\$7.50
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours)	\$50.00*
2. Re-inspection fees assessed under provisions of Section 116.6, per inspection	\$50.00*

Attachment B: Building, Planning & Engineering Fee Schedule

3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour)	\$50.00*
4. Additional plan review required by changes, additions or revisions to plans or top for which an initial review has been completed (minimum charge—one-half hour)	\$50.00*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

Plumbing Permits	
Permit Administration – See Appendix A for Equivalent Fixture Units table	
1. For issuing each permit	\$ 25.00
Unit Fee Schedule	
1. For each plumbing fixture on one trap or a set of fixtures on one trap	\$ 10.00
2. Rainwater systems - per drain (inside building)	
3. For each water heater and/or vent	\$ 7.00
4. For each gas-piping system of one to five outlets	\$ 7.00
5. For each additional gas piping system outlet, per outlet	\$ 5.00
6. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$ 2.00
7. For each installation, alteration or repair of water piping and/or water treating equipment, each	\$ 7.00
8. For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00
9. For each lawn sprinkler system on any one meter including backflow protection devices	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00 \$ 1.00
11. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter	
11. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter	\$ 7.00 \$ 15.00
12. For initial installation and testing for a reclaimed water system	
13. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00*
14. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$30.00*
15. For each additional medical gas inlet(s)/outlet(s)	\$50.00
Other Inspections and Fees	
1. Inspections outside of normal business hours	\$50.00*

Attachment B: Building, Planning & Engineering Fee Schedule

2. Re-inspection fee	\$50.00*
3. Inspections for which no fee is specifically indicated	\$50.00*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one-half hour)	\$50.00*
Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.	\$50.00

SECTION 2. PLANNING PERMIT FEES

Planning	
Pre-Application Meeting Fee	\$60.00 Planning Review \$60.00 Engineering Review
Comprehensive Plan Amendment	\$600.00 For projects that require more than 10 hours of staff time, the applicant will be billed at \$60.00/hour plus any consultant fees.
Zoning Ordinance Amendment	\$500.00
Rezone	See Comprehensive Plan Amendment
Long Plat - Preliminary	\$2,000.00 plus \$150/lot. For projects that require more than 30 hours of staff time, the applicant will be billed at \$60.00/hour.
Long Plat - Final	\$500.00
Short Plat	\$1,000.00
Planned Residential Development (in addition to Long Plat fees)	\$2000.00 plus \$15/lot
Conditional Use Permit (does not include Hearing Examiner Fees)	\$300.00 Residential \$1,000.00 Commercial
Essential Public Facility review (in addition to the Conditional Use Permit fee)	\$500.00
Zoning Waiver	\$200.00
Zoning Variance - Residential	\$400.00
Zoning Variance - Commercial	\$1,000.00
Home Occupation Permit	\$25.00
Boundary Line adjustment	\$150.00
Binding Site Plan - Preliminary	\$1,000.00 plus \$150/lot
Binding Site Plan - Final	\$300.00
Binding Site Plan - Amended	\$500.00
Design Review	\$25.00
Design Review for projects using the UVMU Overlay regulations	\$100 base plus \$0.005 per square foot of gross building area

Attachment B: Building, Planning & Engineering Fee Schedule

Annexation	\$1,200.00
Temporary Permit per SWMC 17.64	\$300.00
Planned Action – review of applications for projects within the boundaries of an approved Planned Action Ordinance	\$300.00
Accessory Dwelling Unit (ADU) Permit	\$250.00
Request for letter of interpretation	\$250.00
Non-conforming use certificate	\$500.00
Zoning Compliance letter	\$150.00
Planning Decision Appeal	\$200.00 by Permit Applicant \$100.00 by non-permit applicant residing greater than 500 ft from the project. \$30.00 by non-permit applicant residing less than 500 ft from the project Plus all resultant consultant fees, hearing examiner fees and/or attorney fees
Planning Review of site & construction plans for new buildings (not additions to an existing building) - Single-family (including manufactured home) & duplex building permits - Small Commercial & Industrial building permits without SEPA - All other building permits including multi-family	\$70.00 \$110.00 10% of Building Permit fee or \$2,500.00 (whichever is less)
Planning Review Fee for Excavation & Grading permits w/SEPA	\$150.00
Planning Review for activities not listed specifically above.	\$60.00/hour
Hearing Examiner Fees	Actual cost Prepayment fees taken at time of application
Hearing Examiner - Prepayment of fees	Type I & II - \$2,200 Type III - \$2,200 Type IV - \$3,000
Public Notification - Legal Notice in newspaper	Actual cost
Public Notification - Postage	Actual cost
Public Notification - Prepayment of publication costs	\$350.00
Notice of Land Use Action sign	\$25.00

Attachment B: Building, Planning & Engineering Fee Schedule

Environmental Fees	
Critical Areas Review Fee	\$10.00 Checklist review and site visit, if req. for building permits \$20.00 Checklist review and site visit, if req. for projects requiring land disturbance, plats, and boundary line adjustments \$380.00 Request and review applicant submitted reports
Shoreline Permit	\$200.00
Shoreline Conditional Use/Variance	\$250.00
Floodplain Permit	\$60.00
For use of outside consultants for specialty plan checking and inspections	\$60.00/hour administrative fee plus the resulting consultant fees
SEPA- State Environmental Policy Act Checklist Review	\$150.00 (up to 10,000 sq. ft. disturbed area) \$300.00 (10,000-50,000 sq. ft. disturbed area) \$500.00 (50,000 sq. ft. and over disturbed area)
SEPA- Site Visit	\$100.00
Environmental Impact Statement (E.I.S.) Review	\$500.00 (included 10 hours of staff time) For projects that require more than 10 hours of staff time, applicant will be billed at \$50.00/hour plus consultant fees
Appeal of SEPA determinations	\$1000 plus consultant fees and attorney fees.

SECTION 3. ENGINEERING PERMIT FEES

ENGINEERING DEPARTMENT FEES	
Permits/Review/Inspection/Misc	Fee
Street Vacation Request	\$1,000.00
Modification of Public Works Standards (PW Variance) Request (SW PWDS 1.3.9)	\$250.00 plus Additional Engineering Plan Review fee for every hour over 3 hours of staff time to process request
Access Permit (new driveways accessing city streets)	\$50.00
Oversize/Overweight Vehicles Permit (SWMC Ch. 10.20.025)	\$30.00
Waiver, Deferral or Modification of Frontage Improvements (SWPWDS 1.3.10 and 3.2.7.E)	\$50.00 for Single Family Residences \$250.00 for all others
Right of Way Permit (any work within city right of way including street cuts, utility extension, driveway construction, sidewalks, etc.; includes initial inspection). One work location per permit	\$70.00
Sewer Service Permit (includes initial inspection)	\$75.00
Decommissioning Septic System Inspection Fee	\$70.00

Attachment B: Building, Planning & Engineering Fee Schedule

Clearing & Grading Permit (when not a part of an Engineering Plan Review project; includes TESC review and inspection)	\$50.00 - Up to 50 CYS \$100.00 plus \$25.00 per Acre – 50 CYS and over
Re-inspection for ROW Permits & Sewer Service Permits, per each	\$75.00
Engineering Plan Review – Simple Site Plan (up to two lots)	\$95.00/hour; minimum ½ hour
Engineering Plan Review (on and off site civil improvements – see SWPWDS Ch. 2.2)	0.5% approved Engineer's Project Cost Estimate; \$600.00 minimum
Additional Engineering Plan Review (see SWPWDS Ch. 2.2)	\$95.00/hour; minimum ½ hour
Consultant Plan Review where required (Traffic Signals, Traffic Impact Analysis, Stormwater etc.)	Consultant Cost plus 5%
Construction Inspection (on and off site civil improvements; may be reduced up to 50% if Developer provides full time independent inspection services)	\$500.00 plus 1.5% approved Engineers Estimate
Additional Construction Inspection (if required)	\$75.00/hour; minimum ½ hour
Consultant Specialty Inspection & Testing (SWPWDS Ch. 2.1.10)	Consultant Cost plus 5%
Pavement Repair Performance Bond (cuts 100 sf or less - refundable on satisfactory completion of work – SWPWDS Ch. 2.3 and 3.2.15.G.6)	\$750.00 (cash deposit)
Performance and Maintenance Bonds (all civil-related work)	See SWPWDS Chapters 1.4.8.B and 2.3
Address Signs (SWPWDS 1.3.2.P.1)	\$30.00/each – installation by others

For Impact Fees, see Master Fee Schedule Title 15.

SECTION 4. OTHER FEES

Fire Code Fees	
Administrative fee	\$60.00
Fire Code Operations Permit (pursuant to IFC 105.6)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire Code Construction Permit (pursuant to IFC 105.7)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire suppression – building sprinklers	\$300.00 plus Fire Plan Review Fees
Fire suppression – tenant space sprinklers	\$125.00 plus Fire Plan Review Fees
Fire suppression – commercial hood sprinklers	\$77.00 plus Fire Plan Review Fees
Fire alarm system when required	\$125.00 plus Fire Plan Review Fees
Fire alarm panel	\$50 replaced / \$75 new plus Fire Plan Review Fees
Fire Code Violation Investigation Fee	\$60.00/hr minimum 1 hour
Fire Code Violation Fine	\$60.00 - \$200.00 per violation per day
Fire Code Compliance Review Fee and Report	\$100.00 plus consultant fees
Fire Investigation Fee	\$60.00/hr plus consultant fees.
Above/Underground fuel tank installation	\$100

Attachment B: Building, Planning & Engineering Fee Schedule

Underground fuel tank removal	\$75
Underground fuel tank decommission – fill in place	\$100
Compressed gas	\$50.00 plus Fire Plan Review Fees
Install/Remove LP fuel tank	\$35.00
Fire Plan Review Fee	\$60.00/hr – one hour minimum
Fire inspection Fee	\$60.00/hr – one hour minimum
Marijuana Operations Permit	\$275.00 (annual fee)
Carbon Dioxide System Permit	\$275.00 (annual fee)
Extraction Process Permit	\$275.00 (annual fee)

Enforcement Fees

Work without a permit investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit violation investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit compliance monitoring fee (for permits that require temporary monitoring)	\$50.00/hour plus consultant fees
Building Permit Violation Fine	Add 100% of the building fee
Planning/Zoning Violation Fine	Add 100% of resulting planning fees
Legal action	\$50.00/hour administrative fee plus attorney fees and consultant fees.

Computer Mapping Services

8½ x 11	1-5 copies \$2.50 (20% discount after five copies)
11 x 17	1-5 copies \$5.00 (20% discount after five copies)
17 X 20 to 18 x 24	1-5 copies \$10.00 (20% discount after five copies)
22 X 34 to 24 x 36	1-5 copies \$15.00 (20% discount after five copies)
34 X 44 to 36 x 48	1-5 copies \$20.00 (20% discount after five copies)
A \$60/hour charge will be applied to all custom map request plus actual cost for maps produced and reproduced by outside sources.	

Administrative And Misc. Fees

Copies	\$0.15/single-page \$0.25/double-page Actual cost for multi-media materials such as computer diskettes and CD's.
Color Copies	8.5x11/\$0.50 8.5x14/\$0.75 11x17/\$1.00
Copies of recorded public hearings	Free on City website or \$15.00/disk

Attachment B: Building, Planning & Engineering Fee Schedule

FEE REFUNDS: The Building Official may authorize a refund of fees in accordance with IRC R108.5 and IBC 108.6

BUILDING PERMIT EXPIRATION: Every building permit issued by the City of Sedro-Woolley under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not completed per the permitted requirements within two (2) years of the date of issuance.

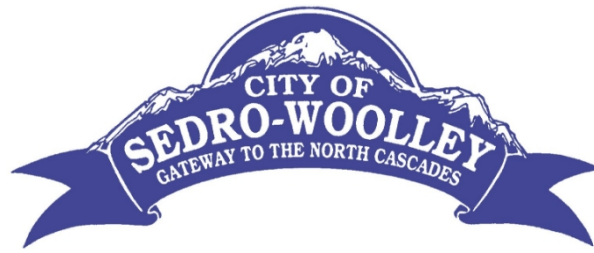
RENEWAL OF EXPIRED BUILDING PERMITS: To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half of the amount of the building permit fee that would be required for a new permit (not plan review fee), provided no changes have been made or will be made in the original plans and specifications for such work. A new permit – including plan review fees – will be required where expiration has been more than six months. Expired non-commercial projects requiring only final inspections shall pay a minimum fee of \$100.00.

Any permittee holding an unexpired permit may apply for a six-month extension in order to complete the authorized work. The Building Official may grant one free 180 day extension of time upon a written request from the permittee showing that circumstances beyond the control of the permittee have prevented the authorized work from being completed. No permit may be extended more than once.

Appendix A - Equivalent Fixture Units

For calculation of Commercial General Facility Charge

Kinds of Fixtures	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1
Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4
Water closet, public installation	6



City Council Agenda Item

Agenda Item No.: m.1.

Date: October 22, 2025

From: Julia Johnson, Mayor, Charlie Bush, City Administrator, Paul Cocke, Council Member

Subject: 2025-219-IA - Skagit County, Anacortes, Mount Vernon, Burlington, North Star - 1st Read

RECOMMENDED ACTION:

This is a first read where we are seeking feedback to provide to the County and other cities for consideration. This item will be brought back for a second read and final action when it is a finalized draft.

BACKGROUND/SUMMARY INFORMATION:

Council member Cocke served on the North Star regional committee that developed this interlocal agreement.

Mayor Johnson serves on the North Star Leadership Team.

Six Sedro-Woolley City Council members and the Mayor attended a joint meeting between the North Star members (Skagit County, Sedro-Woolley, Burlington, Mount Vernon, and Anacortes) on September 30th where this interlocal agreement was discussed.

The goal of the interlocal agreement is to further finalize the North Star collaborative. It solidifies the commitment of the partners to collaborate but does not bind any of them to particular commitments beyond discussion. Benefits of this interlocal agreement include creating a framework for collaboration and a formal partnership that can help to leverage funds and other resources. It also creates a framework that may enable strategic investment, holistic thinking, and delivering outcomes to challenges that are considered "wicked problems," such as homelessness, the opioid crisis, and the housing crisis. Wicked problems are complex issues with multiple factors that impact them and no obvious direct solutions. The most effective ways, and sometimes the only ways, to solve a wicked problem are through partnerships like North Star.

The draft agreement is attached for your review.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to this agreement.

ATTACHMENTS:

1. 2025 DRAFT North Star-Interlocal

INTERLOCAL AGREEMENT FORMALIZING THE NORTH STAR COLLABORATIVE

This Agreement is made and entered into pursuant to the authority provided to each party by state law including but not limited to Chapter 39.34 RCW (Interlocal Cooperation Act), between the City of Mount Vernon, WA; the City of Anacortes, WA; the City of Burlington, WA; the City of Sedro-Woolley, WA; and Skagit County; collectively referred to as “the Parties”.

RECITALS

WHEREAS homelessness, housing instability, and behavioral health challenges have long impacted Skagit County, and;

WHEREAS, in July 2022, the Skagit County Commissioners and the Mayors of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley signed the “*Skagit County North Star Project Call to Action*” (Exhibit A), committing to a collaborative public-private partnership to evaluate and improve systems of care; and

WHEREAS, since July 2022, these elected officials have worked together informally as the North Star Leadership Team, and in partnership with City Councils, acting on behalf of all Skagit residents; and

WHEREAS, the North Star Leadership Team adopted the “*Vital Conditions for Health and Well-Being*” as a shared planning framework and committed to using data-driven strategies to improve outcomes for residents; and

WHEREAS the North Star Leadership Team is committed to working together to develop strategies and gather information to help inform their legislative authorities and support coordinated, data-informed decisions that reflect the needs of the people they serve; and

WHEREAS, RCW 39.34.030(4) allows for the creation of joint boards to administer collaborative efforts, provided that all participating public agencies are represented and no separate legal entity is formed; and

WHEREAS, the Parties recognize that a joint and cooperative undertaking to coordinate services, pool resources, and connect fragmented systems across jurisdictions improves the delivery of services, enhances outcomes, and has more impact; and

WHEREAS, formalizing the Parties’ participation as North Star will enhance our ability to collectively address homelessness, housing instability, and behavioral health challenges – complex issues that affect all our communities;

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE: The purpose of this Agreement is to establish a strategic framework for regional collaboration among the Parties to address homelessness, housing instability, and behavioral health challenges including mental health and substance use disorders. This framework supports a coordinated, systems-level approach focused on measurable outcomes, transparent reporting, shared data, aligned policy, and coordinated investments.

The Parties acknowledge that solving homelessness, housing instability, and behavioral health issues in our communities requires strong, engaged **leadership** from all levels of government.

II. VISION:

We envision a Skagit County where:

1. No one in our communities has to live in their car or on the street, and everyone has access to safe, stable housing.
2. Everyone has access to timely, effective, and coordinated behavioral health services, including prevention, crisis outreach, response, intervention, treatment, and long-term recovery support services.
3. Key partners and the community know about North Star and are engaged in fulfilling the vision.

III. OBJECTIVES:

To achieve this vision, the Parties will implement the following objectives:

1. Reduce unsheltered and chronic homelessness by facilitating affordable housing and using evidence-based solutions.
2. Improve coordination across jurisdictions between housing and behavioral health systems.
3. Prioritize prevention alongside urgent services, such as crisis response and stabilization.
4. Coordinate inter-jurisdictional work to ensure crises are addressed effectively, humanely, and with dignity.
5. Build a recovery-oriented community that balances urgent needs with early, cost-effective prevention, long-term support and strong community connection.
6. Coordinate local policies and resources to maximize collective impact.
7. Strengthen joint legislative advocacy at the state and federal levels.
8. Use data to track progress, ensure ongoing improvement and promote transparency.
9. Include the voices of people with lived experience in program development, implementation, and evaluation.

IV. COMMITMENT AND SCOPE OF WORK:

The Parties agree to:

1. Align strategies, local policies, funding priorities, and resources across systems and agencies to support common interests and maximize impact whenever practical and feasible.
2. Collaborate on regional strategies, policy recommendations, legislative asks, funding requests and advocacy whenever practical and feasible.
3. Coordinate planning and service delivery across areas such as housing, land use regulations, comprehensive plans, co-response programs, and recovery support services.
4. Promote a recovery-oriented system of care that supports long-term recovery beyond acute treatment, addressing the needs of all age groups, including youth, young adults, families and older adults.
5. Coordinate investments in prevention and long-term support where the investments make the most impact and lead to meaningful outcomes. Ensure a balance between prevention, urgent services, early support, and transition services.
6. Implement shared data systems, common measures, and public dashboards to support informed decision-making, accountability, and ongoing improvement.
7. Promote transparency through inclusive decision-making and regular reporting. Develop an annual report that highlights accomplishments, challenges, and future priorities, and acknowledges the Parties' opt-out provisions.

V. GOVERNANCE STRUCTURE

The Leadership Team is the primary coordinating body, providing strategic direction and collaborative oversight for this initiative. The Leadership Team is composed of the mayors of the four cities and the county commissioners.

1. Each Party will appoint one voting member and one alternate. Alternates may vote only in the absence of the voting member.
2. The Leadership Team may establish workgroups or advisory bodies to ensure that individuals, professionals, people with lived experience, or entities with relevant subject matter expertise contribute knowledge and ideas.
3. Recommendations will be made by consensus. If, after good faith efforts, a consensus cannot be reached on a decision, any Party may formally object, thereby exercising its right to veto the proposed action. If a Party is absent with notice, a minimum of three members must be present to proceed.
4. The Leadership Team may adopt bylaws to guide its operations.

VI. NON-DELEGATION:

This Agreement does not create a separate legal entity or delegate any decision-making authority of the Parties. The North Star Collaborative is purely advisory. **All funding, policy, and contractual decisions remain solely with each party's legislative authority.**

VII. TERM & TERMINATION:

This Agreement takes effect upon the last Party's signature and remains in effect until terminated by written agreement of three or more Parties, or automatically after three years of inactivity. Any Party may withdraw with 30 days' written notice.

VIII. 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. There is no financing provided for the operation of the Leadership Team and no budget provided by this Agreement.

IX. 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 party harmless from any such liability. It is further provided that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

X. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

XI. 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.

XII. ENTIRE AGREEMENT:

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

XIII. COUNTERPARTS:

This Agreement may be executed in counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

XIV. MISCELLANEOUS:

1. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

2. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth on each signature page.

DRAFT

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF ANACORTES

Matthew Miller, Mayor

Approved as to Form:

Attest:

[REDACTED], City Attorney

[REDACTED], City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF BURLINGTON

Bill Aslett, Mayor

Approved as to Form:

Attest:

_____, City Attorney

_____, City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF MOUNT VERNON

Peter Donovan, Mayor

Approved as to Form:

Attest:

_____, City Attorney

_____, City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF SEDRO-WOOLLEY

Julia Johnson, Mayor

Approved as to Form:

Attest:

[REDACTED], City Attorney

[REDACTED], City Clerk

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

County Administrator

Approved as to form:

Civil Deputy Prosecuting Attorney

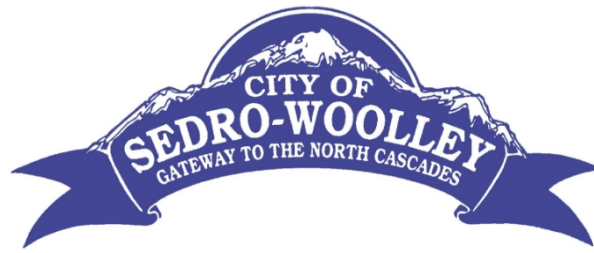
Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DRAFT



City Council Agenda Item

Agenda Item No.: m.2.

Date: October 22, 2025

From: Charlie Bush, City Administrator, Thomas Glover, Community Development Director, Nicole McGowan, Planner

Subject: Funding Recommendation - House Bill 1590 Capital Proposals

RECOMMENDED ACTION:

The City Council Housing Advisory Committee recommends authorizing Mayor Johnson to enter into a funding contract with RJ Group and the Skagit Home Trust of Skagit for \$611,000.

Based upon additional analysis and information received following the Committee meeting, and conversation amongst Committee members at that meeting, staff recommends the full Council consider moving to fund the remaining two projects requests in 2025 with \$200,000 from the City Council's Strategic Reserve Fund.

BACKGROUND/SUMMARY INFORMATION:

During the summer and early fall, the City of Sedro-Woolley conducted its first Request for Proposals (RFP) related to House Bill 1590 Capital (bricks and mortar) funding. The City received three proposals. Each is attached, along with the original RFP, guidance regarding spending options for 1590 funds, Committee scoring, and a report on fund balances for the City's 1590 funds.

On October 1, 2025, the City Council's Housing Advisory Committee, comprised of Council members Lavacca, Henderson, and Diamond, met to review the proposals. After presentations from each party, the Committee unanimously recommended funding a proposal by the RJ Group, in partnership with the Home Trust of Skagit. Their proposal would create three, and possibly up to 4, units of affordable housing at 60 percent of Area Median Income (AMI). The Committee expressed a desire to fulfill its upcoming Comprehensive Plan housing targets and voiced support of the private funds used to leverage affordability in the RJ Group project.

Committee members also mentioned that there could be other possible funding sources for the remaining projects during the meeting.

Since the meeting occurred, Family Promise contacted City staff and revised its 2025 request down from \$350,000 to complete the remaining site work on their project to \$125,000. This is a result of continued successful fundraising, including \$75,000 in funding provided by the City of Mount Vernon's 1590 program. At build-out, Family Promise's project would create 14 units of transitional housing in the 30% AMI and below category, the area of greatest need demonstrated in the City's draft Comprehensive Plan. Staff followed up with the City's Comprehensive Plan consultants and the Department of

Commerce leading up to this meeting to clarify if the units created by Family Promise's project would count towards the City's future housing targets, response here:

RCW 36.70A.070(2) requires jurisdictions to plan for the following income levels and specific housing needs:

- Moderate income (80-120% AMI)
- Low income (50-80% AMI)
- Very low income (30-50% AMI)
- Extremely low income (0-30% AMI)
- Permanent supportive housing – a separate 0-30% AMI housing need category (0-30% AMI PSH)
- Emergency housing and emergency shelter.

Transitional housing fits in the Extremely Low-income (0-30% AMI) category. Permanent supportive housing (PSH) is a separate 0-30% AMI housing need category, as those households typically serve households making 0-30% AMI. PSH can be used to meet the growth targets for the 0-30% AMI PSH needs. Transitional housing can be counted towards the 0-30% AMI target.

YMCA's request remains at \$75,000 for a project that would serve homeless youth and youth at risk of homelessness. While YMCA's project could utilize 1590 capital funding, it is better suited to receive funding via the City's General Fund. 1590 capital funds would require a 25-year guarantee on YMCA's project towards supporting affordable housing. If YMCA left the library building, the City would have to satisfy that guarantee itself or with another provider. Using General Fund funding, no such guarantee is required, simplifying the contracting relationship. In addition, YMCA occupies a City building. An investment in that building would retain public value even if YMCA no longer operated there at some point in the future.

As a result of Family Promise's reduced request, the total amount needed to fund both of these projects is \$200,000. Both projects are one-time investments and are appropriate to receive one-time funding (ongoing funding is not required). Using one-time funding for one-time investments is a budgeting best practice that the City has used consistently in the past on projects like those funded through the American Rescue Plan Act (ARPA) and on Olmsted Park. Staff recommend that the full City Council consider one-time funding from the City Council's Strategic Reserve to satisfy this remaining need. An alternative option would be to utilize \$200,000 in one-time funding from the City's General Fund fund balance, which is currently well above the Council's adopted policy level.

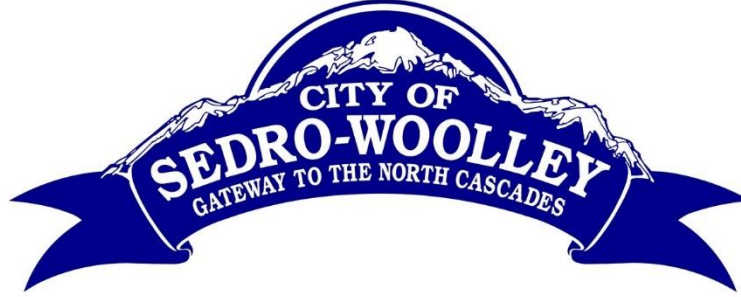
FISCAL IMPACT, IF APPROPRIATE:

\$611,000 from the City's 1590 Capital Funding for RJ Group and Home Trust of Skagit's project, leaving a balance of \$1,593 in capital funds remaining as of September 30, 2025.

If the Council were to allocate \$200,000 from the City Council's Strategic Reserve, \$1,651 would remain in that fund as of October 16, 2025. If the Council were to utilize the General Fund fund balance, the 2025 projected ending balance is \$5,314,154, or 35.4 percent of the total General Fund budgeted expenditures. The revised level would be \$5,114,154, or 33.6 percent of the total General Fund budgeted expenditures. The City Council's adopted fund policy balance requirement is 12 percent.

ATTACHMENTS:

1. City of Sedro-Woolley RFP 1590 2025 Update
2. RFP Scoring
3. House Bill 1590 Funding Options
4. Fund Balances
5. SkagitYMCA
6. FamilyPromiseSkagitValley
7. HB 1590 Construction Funding RFP Application Form - The RJ Group & Home Trust of Skagit
8. 2025-08-28 Letter of Support for Sedro Application - Home Trust of Skagit
9. House Bill 1590 RFP - Supplemental Submission 300 Words - The RJ Group & Home Trust of Skagit
10. House Bill 1590 RFP - The RJ Group & Home Trust of Skagit



REQUEST FOR PROPOSALS

2025 City Sales Tax Funds for Affordable Housing

Sedro-Woolley City Hall

Mayor's Office

325 Metcalf Street | Sedro-Woolley, Washington 98284 | 360-855-9921

www.sedro-woolley.gov

1. INTRODUCTION

The City of Sedro-Woolley is inviting applications from qualified parties to increase the supply of affordable housing within the city. Through this Request for Proposals (RFP), applicants may apply for city funding from revenues generated by City sales tax for the development of affordable housing within the city.

Proposals may be submitted by a single organization that meets all the criteria or by a partnership between organizations that collectively meet all the criteria. If a proposal is submitted by a partnership, applicants must describe and delineate the roles of each of the organizations.

Allocation of financial assistance is a competitive process administered by the City of Sedro-Woolley with final decisions made by the City Council.

Selected proposals must be approved by the City Council and a contractual agreement must be in place before the disposition of funds. The City will negotiate the specific terms of the contract with the selected applicant(s). The contract shall contain adequate assurance to the City that funds will be used for affordable housing and assistance programs within the City. This may include covenant(s) limiting development on the property to that which has been approved. Annual reporting requirements to ensure compliance with the terms of the contract are required. The description of the project, drawings, and timeline, as refined through the negotiation process, will constitute the “Development Plan” included in the contract.

If the applicant fails to reach an agreement with the City within a reasonable period, as determined by the City, the City Council may reject the proposal and reserve its rights to re-advertise or enter direct negotiations with other qualified respondents to the RFP. The legislation for the disposition of funds is subject to approval by the City Council.

Please refer to **Section 8** of this RFP for a description of the application schedule. Applications that are deemed complete and meet eligibility criteria by City staff will be reviewed and evaluated by a subcommittee of the City Council with award recommendations forwarded to the full City Council as the final decision maker.

2. APPLYING FOR CITY SALES TAX FUNDS

The Sedro-Woolley City Council in 2021 ([SWMC 3.15.010](#), [Ordinance 1986-21](#)) approved a one-tenth of one percent increase in City sales tax for housing and related services consistent with RCW 82.14.530. The purpose of this local funding source is to support housing and related services in the City of Sedro-Woolley. Consistent with state law, housing created, and services provided with these funds are required to serve households earning sixty percent (60%) or less of Area Median Income (AMI) and fall within specific population groups as described in Section 6 of this RFP. **The City of Sedro-Woolley estimates over \$550,000 to be available for funding at the time of applications being approved by the City Council on November 12th. However, the City is open to considering funding proposals that exceed the expected lump sum funding amount if the funds are allocated over multiple years in amounts not exceeding the City’s House Bill 1590 revenue stream.**

Requests for City sales tax funds must meet City code requirements, align with the City Comprehensive Plan, and demonstrate site control to be considered.

4. APPLICATION SUBMISSION DETAILS

Grant applications are available via this link: [1590 Funding Application](#)

A paper version of the application is also available at the Finance Department in City Hall. All applicants must submit an electronic copy of the full application. Applications be downloaded and completed or filled in by hand and scanned, and must be emailed to City Administrator Charlie Bush at cbush@sedro-woolley.gov. Please contact Mr. Bush if you have difficulty submitting your application.

Submissions must be received by 5:00 p.m. on August 31, 2025. Any applications received after the deadline will not be accepted or considered.

5. APPLICATION REVIEW AND SELECTION PROCESS

City staff will review applications to ensure they are complete and responsive to the RFP. **If a proposal is found to be incomplete, the City reserves the right, at its sole discretion, to request the applicant to submit the missing information as an alternative to rejecting the proposal as nonresponsive.**

If deemed complete and eligible, staff will prepare an analysis for each proposal. Applicants will be informed by September 19, 2025, of the results of the review process by city staff. Eligible applications will be posted on the City of Sedro-Woolley website.

The complete application and staff analysis will be provided to the subcommittee of the City Council to assist in making property allocation recommendations to the City Council.

The subcommittee of the City Council will hold in-person interviews with applicants to present their proposals and answer questions from the subcommittee.

Following interviews with the applicants and deliberations, the subcommittee of the City Council will make recommendations to the full City Council. The City Council is the final decision maker on funding allocations.

Applicants are advised the City of Sedro-Woolley is required to comply with Chapter 42.56 RCW, Public Records Act. This means that information an Applicant submits to the city may be subject to disclosure as a public record. Applicants shall agree to waive any claims or potential claims against the City it may have as a result of disclosure of any information contained in their application.

6. ELIGIBILITY AND PROPOSAL REQUIREMENTS

Consideration of a funding request requires the following:

1. To be eligible for consideration, applications must be complete, must meet all requirements, and must be submitted on or before the posted deadline according to the instructions.
2. If the City determines the application deficient, Applicants may receive a single, time-limited opportunity to address deficiencies within the application.
3. Applicants are required to update their applications with any material changes impacting the project or the organization that occur after the application has been submitted.

A. ELIGIBILITY REQUIREMENTS

Eligible households – City sales tax funds	60% AMI or below (see description in subsection B below) and within any of the following population groups: • Persons with behavioral health disabilities • Veterans • Senior citizens • Homeless, or at risk of being homeless, families with children. • Unaccompanied homeless youth or young adults • Persons with disabilities • Domestic violence survivors
Eligible applicants	• 501(c)(3) non-profit organization • Private developer/builder • Public Housing Authority • Public Development Authority • Local Government
Types of projects/activities	• Affordable Housing which may include: ○ Emergency Housing ○ Transitional Housing ○ Supportive Housing ○ New affordable units within an existing structure ○ Land acquisition for these purposes. • Constructing or acquiring behavioral health facilities or acquiring land for this purpose • Funding operations and maintenance costs which may include new units of: ○ New units of affordable housing ○ Facilities where housing-related programs are provided. ○ Newly constructed evaluation and treatment centers

Compliance with City regulations and consistency with the Comprehensive Plan	• Sedro-Woolley City Code – Land Development Code, Zoning, Public Works Standards, etc. • Goals, Objectives, and Policies of Sedro-Woolley Comprehensive Plan
Compliance with previous financial awards	If applicable, compliance with previous funding agreements and affordability covenants, including timely reporting.
Fund amount	Financial award amounts vary and are proportional to the number of affordable units, retention of affordability, and level of affordability.
Appraisal	Acquisition activities (real property) require the submission of a certified appraisal.
Site control	Show owner of real property owns it free and clear of encumbrances, or although the owner does not own clear title, it is nevertheless within the power of the owner to convey clear title.
Location	Projects must be located within the city limits of Sedro-Woolley.
Retention of affordability	A minimum affordability retention of 25 years is required for projects awarded City funds.

B. ELIGIBLE HOUSEHOLDS

All Sedro-Woolley-supported housing developments must serve households deemed eligible by the Revised Code of Washington (RCW) 82.14.530. This RCW states City sales tax funds must serve households that earn no more than sixty percent (60%) of Skagit County's median income. However, Applicants may submit mixed-income housing development proposals serving eligible households proportional to the City's financial assistance. For example, if twenty-five percent (25%) of the units in the project will serve households that earn no more than sixty percent (60%) of the median income and fit within one of the eligible population groups, the applicant may qualify for City financial assistance up to twenty-five percent (25%) of the total cost of the development.

Median income, which is also referred to as Area Median Income (AMI), for areas throughout the United States is calculated yearly by the United States Department of Housing and Urban Development (HUD). In addition, AMI HUD provides annual income limits adjusted by household size because income limits are intended to be higher for larger families and lower for smaller families.

Many Washington State housing programs use HUD's AMI as a variable to qualify individuals and families for housing. The table below uses HUD's 2024 AMI for Sedro-Woolley of \$102,800.

Table 1-- Income Limits by Household Size Using HUD's Median Family Income*

Household income	Persons in Family							
	1	2	3	4	5	6	7	8
60% AMI	\$42,060	\$48,060	\$54,120	\$60,120	\$64,920	\$69,720	\$74,580	\$79,380

*2024 Skagit County Median Family Income from HUD 's Office of Policy Development and Research (PD&R)

Residential development projects that are awarded City financial assistance will be expected to submit annual reports identifying household incomes and rents consistent with the annual HUD-provided income and rent limits.

7. EVALUATION CRITERIA

The subcommittee of the Sedro-Woolley City Council, the Mayor's Office staff, and staff from the Planning & Building Department will evaluate each of the criteria below on a scale of 0 to 5 points (see the point descriptions below the evaluation criteria table). The scores will be weighted based on the percentage assigned in the table below for a total of 100 percent. Scores will be used as a guide for prioritization of projects by the subcommittee of the City Council. The Sedro-Woolley City Council will make final funding and property contribution decisions.

The City of Sedro-Woolley reserves the right to reject any or all proposals, revise the request for proposal including evaluation criteria, or postpone the selection of any proposal at its sole discretion without cause.

EVALUATION CRITERIA	CATAGORIES	PERCENT
Identified housing needs and investment priorities	Proposals must serve population groups identified by RCW 82.14.530 that earn no more than 60% of AMI and within any of the following groups: • Persons with behavioral health disabilities • Veterans • Senior citizens • Homeless, or at risk of being homeless, families with children. • Unaccompanied homeless youth or young adults. • Persons with disabilities • Domestic violence survivors	10%
Retention of affordability	Length of time committed to affordability in relation to the amount of funding request (minimum affordability retention period of 25 years): • Annual affordability reporting requirements • Immediate vs. long-term impact	20%
Leverage and collaboration, and financial assessment (other financing and in-kind contributions; collaboration between developers, housing organizations, other jurisdictions, and neighboring properties)	Leverage and collaboration may include: • Amount of other funds committed/expected. • Amount of in-kind contributions • Letters of support • Public/private partnerships • Confirmation of funding • Building cost (total cost, cost/unit, cost/square foot) • Cost-effectiveness (City subsidy/unit, other sources/unit, City subsidy vs. total cost, other subsidy(ies) vs. total cost)	20%
Staff evaluation - readiness to proceed/feasibility. (This criterion will be evaluated by staff)	Depending on the project/activity this will include: • Site control (assumed site control on City-owned properties) • Scope of work • Expected planning and/or zoning approval timeframe. • Construction start date • Expected project completion date. • Project timeline	20%
Community impact (tangible benefit to the community as well as intended beneficiaries)	• Housing type (i.e. studio, 1, and 2-bedroom units) • Number of units • Access to services and amenities (transit, employment opportunities, shopping, etc.) • Opportunities for beneficiaries to build financial stability. • Dispersed throughout City • Project/activity promotes a sense of place and community. • Creates diverse housing capacity	10%

Property Management and Development Team Capacity (developer, architect, financing partners, general contractor, construction management, and property management)	The development and property management teams have the skills, resources, and capacity to achieve the proposed activity, including: • Demonstrated experience on projects/programs of similar size and scope. • Demonstrate property management plan. • Capacity to manage the program (applicant screening, reporting capability) • Property maintenance plan • Qualified staff	20%
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8. TENTATIVE APPLICATION SCHEDULE

The process follows the tentative schedule listed below. Actual timing is dependent upon applicant responsiveness and meeting schedules. Staff may extend or modify the process including, for example, extending the review period or document preparation in consideration of a project's readiness to proceed or due to timeliness of the receipt of information. Time-sensitive funding requests may be accepted anytime during the year. However, the city intends to follow the same application process but may choose to with an expedited timeline.

ACTIVITY	TIMELINE
Before funding application submittal	
Request for proposals posted on the city website and email notification sent to partners. <i>Please contact staff to be added to the funding notice distribution list.</i>	Tuesday, July 29 th , 2025
Application review	
Funding Applications are submitted by 5:00 p.m.	Sunday, August 31 st , 2025
Staff verifies eligibility, completeness, and feasibility of applications.	September 11 th , 2025
Applicants with proposals deemed qualified are notified.	September 19 th , 2025
Qualified applications are posted on the city website.	September 22 nd , 2025
Staff analysis submitted to a subcommittee of the Sedro-Woolley City Council for consideration.	September 30 th , 2025
Subcommittee of Sedro-Woolley City Council Meeting- applicant presentations	October 21 st , 2025
Subcommittee of Sedro-Woolley City Council deliberation and recommendation	October 21 st , 2025
Recommendation submitted to City Council. Council Deliberation and Approval	November 12 th , 2025 November 12 th , 2025
Following City Council funding decisions	
Allocation notice sent to the applicant and posted on the city website.	November 17 th , 2025
Meeting with funding recipient and review of financial information.	December 1 – 5, 2025
Funding documents (agreement, covenant, promissory note, as applicable) drafted by City staff and shared with the applicant for review.	September 8 – December 31, 2025
The contract signed by the applicant and returned to the City.	January 9 th , 2026
City executes agreement	January 14 th , 2026
Funds available for release or reimbursement	January 29 th , 2026

9. FUND AVAILABILITY

All funding awards are contingent upon the receipt of funds under which the award is issued. The City assumes no liability to the awardee, its contractors, its agents, or further obligations to the awardee in the event anticipated program funds are retracted or otherwise unavailable for their intended purposes.

10. FUND ALLOCATION:

1. Funds allocated may be provided in the form of a reimbursable grant regulated by agreed-upon contractual provisions as required in section 1 of this RFP.

11. COST OVERRUNS

The City may increase a funding award up to ten percent (10%) of the original award to account for project cost overruns if the following conditions have been adequately demonstrated by the awardee: Cost overruns were unanticipated and outside of the control of the awardee, and the project would be unacceptably compromised without the additional investment.

12. SUPPLEMENTAL FUNDING

Supplemental funding may be awarded only if the applicant can demonstrate substantial and material changes to the project design or project funding sources.

13. FUND RECOVERY

Any awarded funds received exceeding eligible expenses for a project or program will be recovered and returned to the City for redistribution.

14. EXTENSIONS AND WAIVERS

Award agreements may be extended at the City's sole discretion upon written request of the awardee. The City has the discretion to waive all or certain conditions to an award. The extension or waiver request must provide evidence of unforeseen circumstances and adequate progress in achieving the desired outcomes.

15. DISCLAIMERS AND DISCLOSURE

This RFP does not constitute an offer, a commitment, or an offer to contract. The City of Sedro-Woolley reserves the right to pursue all ideas generated through this process, alter timelines, amend, or retract the RFP, and/or reject any submissions.

Upon delivery, all proposals and related materials become the property of the City and are public records subject to public disclosure unless specifically exempted.

As a condition to applying, an applicant must stipulate that the City will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties, nor for any use of information or materials by third parties and shall agree to waive any future claims relating to from such disclosure.

All preparation costs and related expenses are at the sole risk of the applicant. No applicant shall have any claim against the City for costs incurred in responding to this RFP or in any negotiations, modifications, presentations, or other actions to secure a contract for transfer of funds. Unless and until a contract has been duly authorized by ordinance and signed by the City and the applicant, the City shall retain the right to terminate the RFP process.

16. Definitions and Acronyms

Area Median Income (AMI): Area Median Income (AMI) is an income estimate of the midpoint of an area's income distribution developed with U.S. Census data and an inflation factor based on the Congressional Budget Office (CBO) forecast of the national Consumer Price Index (CPI). The U.S. Department of Housing and Urban Development (HUD) calculates and releases this data on a yearly basis. The terms Median Family Income (MFI) and AMI are interchangeable and have the same meaning for most federal programs.

HUD: United States Department of Housing and Urban Development

Revised Code of Washington (RCW): Revised Code of Washington (RCW) is the compilation of all permanent laws now in force. It is a codification of Washington Session Laws (enacted by the Legislature and signed by the Governor, or enacted via the initiative process), arranged by topic, with amendments added and repealed laws removed. It does not include temporary laws such as appropriations acts.

RFP: Request for Proposals

City of Sedro-Woolley

1590 Written RFP Response Scoring Results

100 Point Maximum

All items scored by 3 City Council Committee members except for the staff section.
Staff raters were Charlie Bush and Nicole McGowan.

Category	Max Score	YMCA	FP	RJ
Identified housing needs and investment priorities	10	6	10	10
Retention of affordability	20	5	12	20
Leverage and collaborate, and financial assessment	20	5	8	18
Staff evaluation - readiness to proceed/feasibility	20	15	19	15
Community impact	10	2	7	9
Property Management and Development Team Capacity	20	7	12	19
Total Score	100	39	68	91

House Bill 1590 Funding Options

Minimum of 60% of Funds Collected	Remainder of funds collected (up to 40%) – these are the funds
Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services. Persons for which housing is constructed must be at or below 60% of the median income of the county. Persons must also be one of the following: • Persons with behavioral health disabilities • Veterans • Senior citizens • Homeless, or at risk of being homeless, families with children • Unaccompanied homeless youth or young adults • Persons with disabilities • Domestic violence survivors	Operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.
Constructing mental and behavioral health-related facilities	
Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers	

House Bill 1590 Funding Summary

Updated 9.23.2025
551.00.00.117

Actuals		
Revenues		Amount
Year	Month	
2022	March - December	226,236.15
2023	January - June	125,324.95
2023	July - December	137,743.99
2024	January - June	138,257.27
2024	July - December	155,783.33
2025	January - June	153,350.47
2025	July - August	56,829.33
Total		993,525.49

Revenues	Amount
YTD Revenue (as of August 31, 2025)	993,525.49
40% Operational	397,410.20
60% Bricks and Mortar	596,115.29

40% Operational					
Organization	Authorized	2024 Expenditures	2025 YTD Expenditures	Total Expenditures	Remaining
Skagit County NOFA	97,210	97,211		97,211	(1)
Family Promise	104,800		81,863	81,863	22,937
Helping Hands Food Bank	40,000		39,781	39,781	219
Skagit Valley Family YMCA	100,000	7,700	53,900	61,600	38,400
Total	342,010	104,911	175,544	280,455	61,555
40% of Year to Date Revenue	397,410.20				
Estimated Revenue through August 2025 minus Authorized	55,400.32				

60% Brick and Mortar					
Organization	Authorized	2024 Expenditures	2025 YTD Expenditures	Total Expenditures	Remaining
				-	-
				-	-
				-	-
Total	-	-	-	-	-
60% of Year-to-Date Revenue	596,115.29				
Estimated Revenue through August 2025 minus Authorized	596,115.29				

Current Cash (as of 9.23.2025)	713,070.37
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2025 Projection	323,677
2026 Projection	339,861

Current Fund 118 National Opioid Settlement balance is \$102,063.34.

Below is a quick summary of current financial position for 1406 (Fund 116), 1590 (Fund 117), and opioid (Fund 118).

House Bill 1406 Funding Summary

Fund 116

Revenues		Expenditures	
Year	Amount	Family Promise	Fund Balance
2020	3,902.07		3,902.07
2021	18,572.95		22,475.02
2022	14,380.92		36,855.94
2023	14,078.85	10,389	40,545.79
2024	15,460.63	24,979	31,027.81
2025 YTD August	6,849.79	6,161	31,716.60
2025 September to December Estimate	8,773.55		40,490.15
Totals	82,018.76	41,528.61	40,490.15

From: Thomas Pierce <t.pierce@skagitymca.org>
Sent: Tuesday, June 10, 2025 9:53 AM
To: Charlie Bush
Subject: RE: City of Sedro-Woolley House Bill 1590 Construction Funding RFP
Attachments: HB 1590 Construction Application SVFYMCA 6.10.25.pdf; SWRC Capital Project Bud Rendering 5.2025.docx

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.

Good morning Charlie,

I hope this finds you well.

Please find this application and a supporting document for Sedro-Woolley's "1590 Construction Funding" opportunity.

If you have any questions, just let me know.

Otherwise, I look forward to discussing this with you and City.

All the best,

Tom Pierce
Skagit Valley Family YMCA
Director of Philanthropy & Advancement
t.pierce@skagitymca.org
206-930-8318



For Youth Development® | For Healthy Living | For Social Responsibility

[*Please Consider Donating*](#)

[My Skagit Y Fundraising Campaign](#)

From: Charlie Bush <cbush@Sedro-Woolley.gov>
Sent: Wednesday, May 7, 2025 5:01 PM
Subject: City of Sedro-Woolley House Bill 1590 Construction Funding RFP

Good Evening,

Our House Bill 1590 Construction Funding RFP is now live and available here:

https://www.sedro-woolley.gov/departments/administration/bill_1590_rfp.php

I'm also attaching the RFP which has the same link included. It is due by 4:30 PM on Friday, June 20th, and there is up to \$550,000 available for qualifying housing projects.

If you are not a housing developer, please considering forwarding this along to folks who are and who may be interested in applying. Also, please let me know if you have any questions.

Thanks,

Charlie Bush

*MPA, ICMA-CM
City Administrator
City of Sedro-Woolley, WA
360-855-9921 direct
360-391-4906 mobile*



Pronouns: he; him; his

City of Sedro-Woolley House Bill 1590 Affordable Housing Construction Request for Proposals Application Form

Form must be submitted via email to City Administrator Charlie Bush at cbush@sedro-woolley.gov, or
dropped off at the City's Finance Department, addressed to Charlie Bush, by the RFP deadline.

Project Name

Sedro-Woolley Rec Center Remodel

Agency Name

Skagit Valley Family YMCA

Contact Person

Tom Pierce

Mailing Address

1901 Hoag Road

City

Mount Vernon

State

WA

Phone Number

206-930-8318

Email Address

t.pierce@skagitymca.org

Federal Tax ID#

910565022

UBI#

60180033

Primary Street Address

802 Ball Street

City

Sedro-Woolley

State

WA

Zip Code

98284

Tax Parcel ID#

P77039

Project Type (new construction or renovation)

Renovation

Type of Organization or Company

501c3 Non-profit

Has this organization/developer previously received funding from the City of Sedro-Woolley?

Yes

Funding Request

\$75,000

Total Project Budget

Estimated \$385,500

Is this a request for multi-year funding?

No

Briefly summarize the project proposed or supported by your application. In a couple of paragraphs, include a general statement of the project's overall purpose, scope, and intent. (300 words or less)

Please help us to continue serving at-risk youth at the Sedro-Woolley Rec Center in a remodeled facility. The Skagit YMCA seeks to remodel the Center with improvements/updates: enlarged remodeled kitchen, add washer/dryer facilities, updating a bathroom, replacement of the building's flooring, and add fencing on the east/northeast sides of the building to expand outdoor accessibility and usability.

The Y operates a youth-centered Outreach program from the Center comprised of two strategies:

- Mobile Street Outreach Services and case management for unaccompanied homeless youth and young adults aged 12-24. This is the only public housing and support service for youth and young adults in Skagit County.
- A drop-in recreation center for youth in middle and high school in Sedro-Woolley, WA. Youth may stop by the Center for everything from finding a safe place to hang out after school to play and socialize with friends to requesting assistance with securing stable housing. A hot meal is served daily along with plenty of snacks, grab-and-go food items, clothing, hygiene and school supplies available to youth as needed.

The Center serves as the Skagit Y's hub for this Outreach and is free for youth year-round Mon-Thru from 2:30-6:00 pm. The program is the only of its kind in Sedro-Woolley and it is one of few youth-specific spaces across the Skagit Valley. Staff are certified in helping youth and young adults get housing diversion support with immediate, flexible funding for housing solutions. A key upstream intervention to prevent young people from entering the homeless crisis system, this diversion support -- Homelessness Prevention & Diversion Fund (HPDF) -- is available and funded by the WA Department of Commerce's Office of Homeless Youth.

An improved facility will enable the Y to serve more youth in need in a safer, cleaner and better functioning facility both welcoming and desirable to youth.

Average Median Income (AMI) and Population Served

At or below 30% AMI

Population group served

Youth and Young Adults that are low-income or unstably housed.

Quantity

100%. By nature there is not HH income from Youth or unhoused Young Adults.

Unit Type

N/A

Tenant monthly rent/mortgage

N/A

40% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

50% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

60% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

If applicable, multiple population group notes

Name of Authorized Representative

Tom Pierce

Title

Director of Philanthropy & Advancement

Date

June 10, 2025

Supplemental materials may be included to fully satisfy the selection criteria.

High-Level Rendering of Remodeled Kitchen-Area Interior and Laundry Facilities





**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

Sedro-Woolley Rec Center Remodel bid summary

The Skagit Valley Family YMCA bid out a project to remodel its Sedro-Woolley Rec Center in Spring 2024. Three local construction companies were engaged to assess the needs to remodel the facilities kitchen, conversion of a single-stall bathroom to a laundry room, replace the flooring throughout the main portion of the facility, and erect new fencing with minor landscaping on the buildings northeast corner.

The three companies engaged were Chaplin Construction LLC, Chad Fisher Construction and Big Foot Builders. Bids ranged from \$292,000 to \$584,073.

Budget Line-Item Estimate:

Line items	Budget Estimate
Architectural, Engineering Fees	\$7,500
Permitting	\$3,402
Kitchen Remodel, Laundry Facility, Appliances	\$202,619
Flooring and Installation	\$59,237
Bathroom Remodel and Fixtures	\$67,875
Fencing and landscaping supplies and installation	\$10,500
Contingency	\$34,363
Total Estimate	\$385,497

From: Audrea Woll <audrea@familypromiseskagit.org>
Sent: Wednesday, June 11, 2025 12:01 PM
To: Charlie Bush
Cc: Julia Johnson; Tom E. Glover
Subject: 1590 Affordable Housing Construction Request
Attachments: Final 1590 construction funding request.docx.pdf; Sedro Woolley 1590 Cover Letter.pdf; Family Promise Site Plan 3-14-25 WITH MARKUPS (1).pdf; Impact Campaign Dashboard.xlsx - Dashboard by Phase (1).pdf; 2025 Board Directory 6.11.25.pdf; Impact Steering Committee 6.11.25.pdf; 2024 Quarter 4_ Service Report_End of Year.pdf; Guest Eligibility UPDATED 2024 (1).pdf; FPSV Guest Guidelines CURRENT 2024.docx

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.

Dear Charlie,

I hope this message finds you well. On behalf of Family Promise of Skagit Valley, I am pleased to submit our formal application for funding through the City of Sedro-Woolley's HB 1590 Construction Funding Request for Proposals process. I wanted to ensure I got this to you before we begin presenting on this project. I'm sorry but I did have to change formatting a little due to it being unreadable in the paragraph sections.

As outlined in the attached application and supporting documentation, we are requesting a total of **\$560,000**, to be distributed over two years:

- **\$350,000 in 2025** to support site work and infrastructure preparation
- **\$210,000 in 2026** to fund the construction of one modular transitional housing cottage

This funding will allow us to move forward with critical phases of our **Cottage Village Initiative**, which will ultimately provide **10–14 trauma-informed transitional housing units** for families with children under 30% AMI. We are in the final stages of securing the project site and have already initiated the permitting process. As you'll see in the enclosed narrative and presentation, this project is shovel-ready, community-supported, and positioned to make a long-term impact in Sedro-Woolley.

Included in this submission are our formal application form, detailed project overview, case statement, budget documents, economic development context, and final reporting on past 1590-funded work. We believe this project aligns closely with the City's housing priorities and look forward to the opportunity to continue partnering with Sedro-Woolley to address this urgent community need.

Please don't hesitate to reach out if you need any additional information or documentation. I would also be happy to present this in person or attend a council meeting if helpful.

Warm regards,
Audrea Woll

Executive Director, Family Promise of Skagit Valley
Audrea@familypromiseskagit.org
360-854-0743

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Audrea Woll
Executive Director
Family Promise of Skagit Valley
Office 360-854-0743 Ext: 201
<http://familypromiseskagit.org>

2024 Family Promise of Skagit Valley Quarter 4 Service Report



	QTR 4	2024	Inception
Families Served	72	193	916
Individuals Served	254	692	3,237
Children Served	145	411	1,956



Programming Type (# of families served)	4th Quarter (Oct-Dec)	2024	Since Inception	Positive Outcome Rate since inception
Homeless Prevention	32	93	408	87%
Seasonal Shelter	14	39	67	53%
Rotational/Static Shelter	11	28	251	71%
2nd Stage	9	14	108	59%
3rd Stage	4	5	17	77%
Rental Assist	0	10	12	100%



Homeless Prevention Services:

	Quarter Oct-Dec	2024	Since Inception 2016
Total Individuals Served (guests)	116	327	1487
Total Children Served	70	200	934
Total Families Served	32	93	408
Percentage of children	60%	61%	63%
Number of Children 0-4	10	43	250
Number of school-age students	60	157	684
Average Days in Service	28	38	31
Average Cost to Serve Per Family <i>*These numbers do NOT include families \$ in services at time of report</i>	\$1,561	\$1,434	\$874
Direct Cost to Serve	\$29,658.27	\$114,743.96	\$345,147.73

Homeless Prevention Exiting Housing Status

Placed/maintained permanent housing	19	77	343
Placed in Family Promise Shelter	0	1	9
Placed in other Temporary Housing	0	0	19
Unknown/lost contact	0	2	24
Families Still in Programing	13	13	13
Positive % Outcomes	100%	96%	87%

Shelter Homeless Prevention Outcomes Since Inception

Positive Outcomes 87% Remained or Obtained Permanent Long Term Housing

87% Diverted from Shelter/were stabilized in permanent housing

Unfavorable Outcomes 13% Moved to shelter or Unknown/Lost Contact

7% Entered shelter with us or another agency

6% Unknown or lost contact

Average Length to Serve since inception (in days): 31

Average cost per family since inception (direct services only w/out case management): **\$874**



FCS Clients Served

	Quarter Oct-Dec	2024	Since Inception 2023?
Total Individuals Served (guests)	13?	32	32
Total Children Served	0	0	0
Total Families Served			
Percentage of children	N/A	N/A	N/A
Number of Children 0-4	N/A	N/A	N/A
Number of school-age students	N/A	N/A	N/A
Average Days in Service			
Direct Cost to Serve			

FCS Client Assistance Services Exiting Housing Status

Placed/maintained permanent housing	4?		
Placed in Family Promise Shelter			
Placed in other Temporary Housing			
Unknown/lost contact			
Families Still in Programing			
Positive % Outcomes			

Client Deposit Outcomes -% Since Inception

Positive Outcomes

-% Remained or Obtained Permanent Long Term Housing

Unfavorable Outcomes -% Moved to shelter or Temp Housing/Unknown Outcome

-% Entered FPSV Shelter or Temp Housing

Average Length to Serve since inception (in days): -

Average cost per family since inception (direct services only w/out case management): =



Client Deposit Assistance Services: Tracked in previous Client Deposit Assistance Demographic
Includes HUMI Deposit assistance tracking

	Quarter Oct-Dec	2024	Since Inception 2016
Total Individuals Served (guests)	N/A	15	202
Total Children Served	N/A	9	121
Total Families Served	N/A	4	53
Percentage of children	N/A	60%	60%
Number of Children 0-4	N/A	3	46
Number of school-age students	N/A	6	75
Average Days in Service	N/A	0	0
Direct Cost to Serve	N/A	\$6,339.19	\$44,869.67

Client Deposit Assistance Services Exiting Housing Status

Placed/maintained permanent housing	N/A	4	46
Placed in Family Promise Shelter	N/A	0	0
Placed in other Temporary Housing	N/A	0	7
Unknown/lost contact	N/A	0	0
Families Still in Programing	N/A	0	0
Positive % Outcomes	N/A	100%	87%

Client Deposit Outcomes -% Since Inception

Positive Outcomes

87% Remained or Obtained Permanent Long Term Housing

Unfavorable Outcomes % Moved to shelter or Temp Housing/Unknown Outcome

13% Entered FPSV Shelter or Temp Housing

Average Length to Serve since inception (in days): 0

Average cost per family since inception (direct services only w/out case management): **\$847**



Seasonal Cold Weather Shelter

	Quarter Oct-Dec	2024	Since Inception Nov 2022
Total Individuals Served (guests)	46	122	222
Total Children Served	21	63	124
Total Families Served	14	39	67
Percentage of children	46%	52%	56%
Number of Children 0-4	9	28	48
Number of school-age students	12	35	76
Number of pregnant mothers	4	7	12
Bed nights	497	1,572	3,119
Meals (Breakfast & Dinner Bednights x2)	994	3,144	6,238

Shelter Exiting Housing Status

Placed in permanent housing	0	3	9
Placed/moved up to FP Shelter, 2nd or 3rd Stage Housing	3	11	22
Placed in other Shelter/Temporary	3	13	22
S.S. discharges	0	1	3
Family withdrew from Programming	2	2	2
Unknown	0	1	1
Families Still in Programing	8	8	8

Positive Outcomes 53% Move up in FP Housing or Move On to Permanent Housing

15% Graduated families are placed directly in permanent or stable housing

37% placed/moved to FPSV shelter & housing options

Unfavorable Outcomes 42% move to other shelters or discharge

37% Placed/Moved to other temporary housing or shelter

5% Discharged

2% Unknown

Average length of stay 14 days since inception



**Shelter: Stage One
(Interfaith Hospitality Network)**

	Quarter Oct-Dec	2024	Since Inception May 2015
Total Individuals Served (guests)	43	107	842
Total Children Served	23	62	485
Total Families Served	11	28	251
Percentage of children	53%	58%	58%
Number of Children 0-4	7	18	195
Number of school-age students	16	44	290
Number of pregnant mothers	3	5	33
Bed nights	1,333	6,212	46,033
Meals (bed nights x3)	3,999	18,636	138,099

Shelter Exiting Housing Status

Placed in permanent housing	1	8	89
Placed/moved up to FP 2nd or 3rd Stage Housing	3	10	85
Moved down to Seasonal Shelter	0	0	2
Placed in other Shelter/Temp	2	5	34
IHN discharges	0	0	35
Withdrawn	0	0	1
Families Still in Programing	5	5	5
Positive % Outcomes	67%	78%	71%

Positive Outcomes 71% Move up in FP Housing or Move On to Permanent Housing

36% Graduated families are placed directly in permanent or stable housing

35% Placed/Moved up to FP 2nd or 3rd Stage Housing

Unfavorable outcomes 28% move to other shelters or are discharged

14% Placed/Moved to other temporary housing or shelter (includes withdrawn & move down)

14% Discharged

Average Length of Stay since inception: 54 days



Second Stage Housing: (Promise House & Grace House): Second stage housing is multiple families living in one house with their own rooms, paying small program fees monthly.

	Quarter Oct-Dec	2024	Since Inception May 2017
Total Individuals Served	34	57	364
Total Children Served	22	37	220
Total Families Served	9	14	108
Percentage of children	65%	65%	60%
Number of Children 0-4	5	9	88
Number of school-age students	17	28	132
Number of pregnant mothers	1	2	27
Bed nights	1,762	8,370	56,927
Average Length of Stay in days	52	147	156

Second Stage Exiting Housing Status

Placed in permanent housing	2	3	46
Placed/Moved up to 3rd stage housing	1	3	15
Placed/moved down to Shelter	1	1	19
Placed in other Shelter/Temp	1	3	8
Discharges	0	0	16
Families Still in Programing	4	4	4
Positive % Outcomes	60%	60%	59%

Positive Outcomes 59%

44% Percentage placed in permanent housing

14% Percentage moved up to 3rd stage housing

At-Risk outcomes, these are guests who moved down 18% These clients would have become homeless again if they had been pushed out into permanent housing. The 2nd stage was a safety net. These families will be watched and supported for a positive outcome.

Unfavorable outcomes 23%

8% Percentage moved to other temporary housing or shelter

15% discharge



Third Stage Housing: Third Stage housing is one family living in one house. We negotiate with landlords to get market-rate units to keep housing costs down for our guests. Scholarships are available for guests who fall behind due to meeting a goal or fall into a new hardship. This program allows more time for long-term goals to get completed.

	Quarter Oct-Dec	2024	Since Inception August 2019
Total Individuals Served	15	17	65
Total Children Served	9	10	37
Total Families Served	4	5	17
Percentage of children	60%	59%	57%
Number of Children 0-4	3	3	14
Number of school-age students	6	7	23
Number of pregnant mothers	0	0	1
Bed nights	1,238	4,849	16,731
Average Length of Stay in days	83	285	335

Third Stage Exiting Housing Status

Placed in permanent housing	0	1	10
Placed/moved down to Shelter	0	0	3
Placed in other Shelter/Temp	0	0	0
Discharges	0	0	0
Families Still in Programing	4	4	4
Positive Outcomes %	N/A	100%	77%

Positive Outcomes

77% Percentage placed in permanent housing

At-Risk outcomes

23% Percentage of guests who moved down

Unfavorable outcomes

0% Percentage moved to other temporary housing or shelter

0% Discharged



Rental Assistance: Limited Time monthly rental assistance to help cover a portion of past guest/graduates who obtained permanent housing and need temporary help to sustain housing

	Quarter Oct-Dec	2024	Since Inception Month 2023
Total Individuals Served	N/A	47	55
Total Children Served	N/A	30	35
Total Families Served	N/A	10	12
Percentage of children	N/A	64%	64%
Number of Children 0-4	N/A	12	15
Number of school-age students	N/A	18	20
Number of pregnant mothers	N/A	0	0
Average Length of Stay in days	N/A	181	171

Rental Assistance Exiting Housing Status

Placed in permanent housing	N/A	10	12
Placed/moved down to Shelter	N/A	0	0
Placed in other Shelter/Temp	N/A	0	0
Discharges	N/A	0	0
Families Still in Programing	N/A	0	0

Positive Outcomes

100% Percentage placed in permanent housing

At-Risk outcomes

0% Percentage of guests who moved down

Unfavorable outcomes

0% Percentage moved to other temporary housing or shelter

0% discharged



Homeless Prevention Services, Client Deposit Assistance, & Rental Assistance Demographic #s

These numbers are used from the trackers and then added together based on services type.

Ethnicity	Qtr	2024	Inception		Family Composition	Qtr	2024	Inception
African American	6	23	47		Single Mom	23	67	283
Hispanic	68	189	701		Single Dad	0	4	31
Caucasian	25	141	742		Parents	9	35	144
Asian	4	4	24		Single Pregnant Mom	0	0	3
Pacific Islander	4	8	8		Grandparent Lead	0	1	4
Other Race	0	0	29		Other Comp.	0	0	8
Mixed	6	19	69		Total Families	32	107	473
Native	3	5	25					
Unknown	0	0	99					
Total Individuals	116	389	1,744					

Gender	Qtr	2024	Inception		Preferred Language	Qtr	2024	Inception
Male	41	160	763		English	105	357	1,489
Females	75	229	967		Spanish	11	28	154
Unknown	0	0	14		Dual (spanish & english)	0	0	84
Total	116	389	1,744		Dual (english & other)	0	4	12
					Other	0	0	5
					Total Individuals	116	389	1,744



Location Upon Entry	Qtr	2024	Inception		Housing Upon Entry	Qtr	2024	Inception
Sedro Woolley	6	22	105		Homeless	0	4	42
Burlington	6	23	102		Temporary	0	4	31
Mount Vernon	14	45	159		Doubled Up	0	5	32
Anacortes	3	5	18		Rental	32	94	367
Bow	0	2	5		Eviction	0	0	0
La Conner	0	0	4		Other/Unknown	0	0	1
Concrete	0	2	12		Total Families	32	107	473
Stanwood	1	2	5					
Camano Island	0	0	1					
Shaw Island	0	0	0					
Orcas Island	0	0	0					
Oak Harbor	0	1	2					
Skagit County	0	0	44					
Other County	0	0	4					
Other State	0	0	4					
Unknown	0	0	0					
Bellingham	1	1	4					
Everett	0	1	1					
Smokey Point	0	1	1					
Marysville	1	2	2					
Other/Out of Country	0	0	0					
Total Families	32	107	473					



All Housing Services (Active Programs)

These numbers are used from the trackers and then added together based on services type

Ethnicity	Qtr	2024	Inception		Family Composition	Qtr	2024	Inception
African American	5	8	59		Single Mom	11	36	225
Hispanic	38	107	464		Single Dad	5	5	39
Caucasian	81	142	723		Parents	20	40	159
Asian	1	1	42		Single Pregnant Mom	1	1	5
Pacific Islander	4	10	10		Grandparent Lead	0	0	0
Other Race	0	0	67		Other Comp.	3	4	15
Mixed	8	28	60		Total Families	40	86	443
Native	1	7	57					
Unknown	0	0	11					
Total Individuals	138	303	1,493					

Gender	Qtr	2024	Inception		Preferred Language	Qtr	2024	Inception
Male	62	141	639		English	124	253	1,351
Females	76	162	854		Spanish	6	31	83
Unknown	0	0	0		Dual (spanish & english)	4	9	35
Total	138	303	1,493		Dual Other	4	4	18
					Other	0	0	0
					Total Individuals	138	303	1,493



Location Upon Entry	Qtr	2024	Inception		Housing Upon Entry	Qtr	2024	Inception
Sedro Woolley	12	16	125		Homeless	20	39	123
Burlington	6	11	22		Temporary	11	19	150
Mount Vernon	6	23	68		Doubled Up	7	17	59
Anacortes	4	6	10		Rental	1	6	23
Bow	0	0	0		Eviction	1	5	9
La Conner	0	1	3		Other/Unknown	0	0	79
Concrete	1	4	8		Total Families	40	86	443
Stanwood	0	0	0					
Camano Island	0	1	1					
Shaw Island	1	1	1					
Orcas Island	1	1	1					
Oak Harbor	2	4	8					
Skagit County	3	6	44					
Other County	1	1	20					
Other State	0	4	18					
Unknown	0	0	95					
Bellingham	0	2	9					
Everett	2	3	5					
Marysville	0	0	2					
Other/Out of Country	1	2	3					
Total Families	40	86	443					

Mission: To come together as a community to support homeless families with children while they work to provide their children with loving homes.

Family Promise of Skagit Valley Board of Directors

Rebecca Bunke- President

Experience: Owner of Passionate Fundraising
re-joined Board: 5/2022

8935 Fruitdale Road
Sedro Woolley, WA 98284
360-540-5723
beckybunke@comcast.net
becky@familypromiseskagit.org

Millie Fosberg - Vice-President

Experience: Human Resources
Re-joined Board: 1/2024

3145 Barrel Spring Rd
Bow, WA 98232
millie@familypromiseskagit.org
(360) 941-4742

Bob Stephens- Treasurer

Experience: Finance-mergers and acquisitions
Joining Board: 4/1/2023

2937 Tillicum Beach Dr
Camano Island, WA 98282
713-203-6988
smsgservicesllc@gmail.com
bob@familypromiseskagit.org

Angelia Jordan – Secretary

Experience: Health Care
Joined Board: 7/2017

17101 Brook Court
Mount Vernon, WA 98274
360-914-1528
queenaj64@gmail.com
aj@familypromiseskagit.org

Lynn Boeding – Board Member

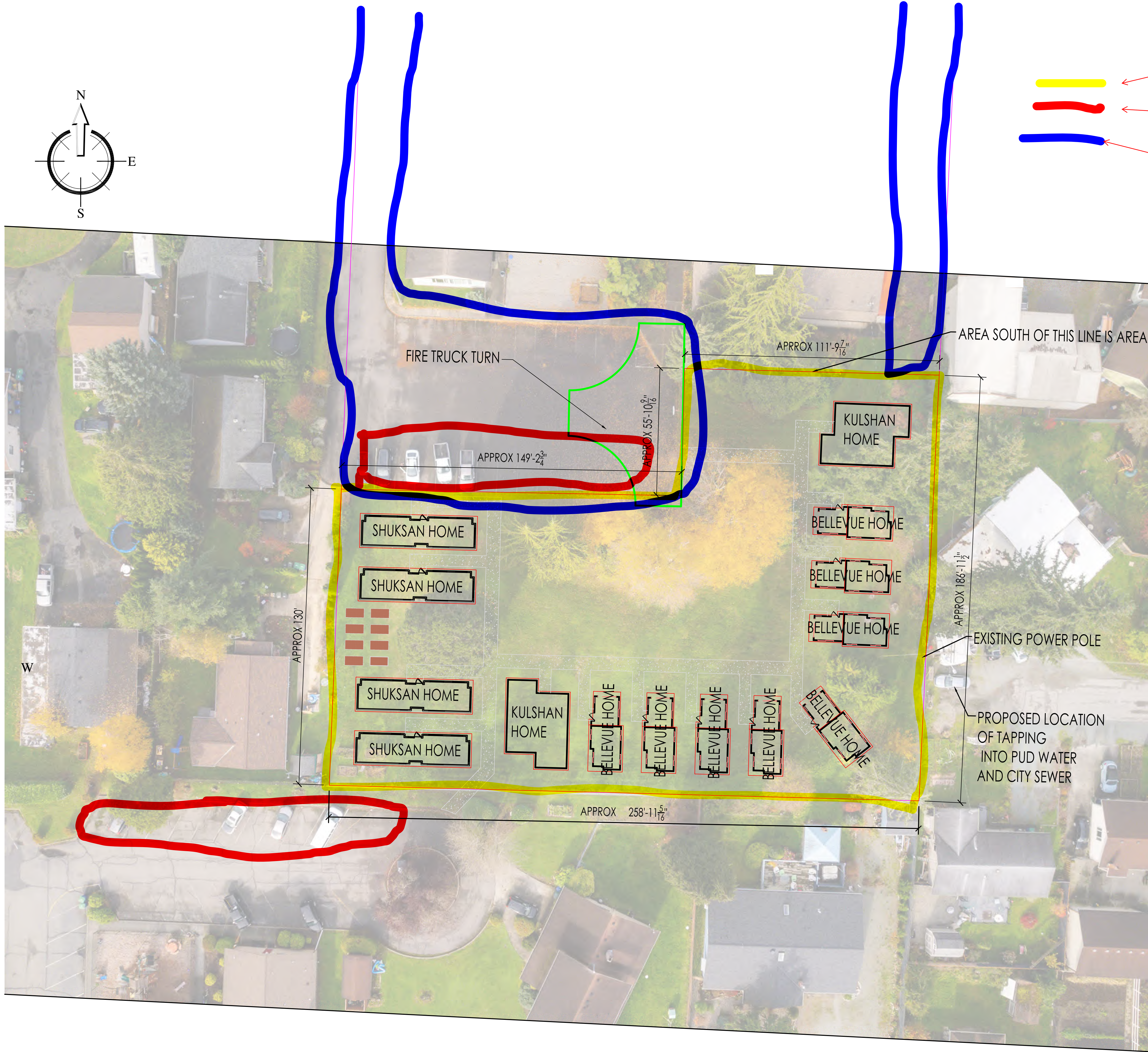
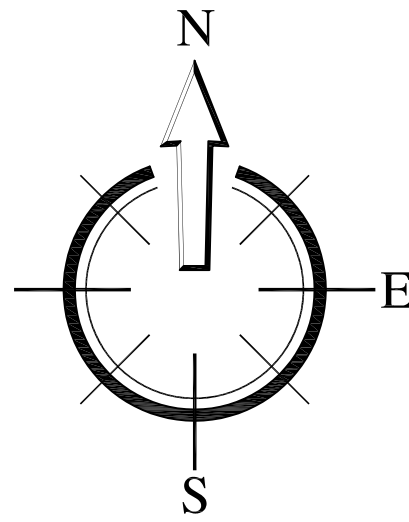
Experience: Retired Corporate Controller
Joined Board: 3/2019

217 Shantel St.
Mt. Vernon, Wa. 98274
360-202-1813 H: 360-588-4560
lboeding2@aol.com
lynn@familypromiseskagit.org

Nina Warner- Board Member

Joined Board: 7/2024

Nina@familypromiseskagit.org
360-391-3714



- LEASE AREA
- PROPOSED AREA FOR PARKING
- AREAS IDENTIFIED FOR ACCESS AND UTILITY EASEMENTS

ZONING: R7
TOTAL LOT SQ.FT. : 126,324 SQ.FT.

10' MINIMUM BETWEEN THE UNITS FOR FIRE SEPARATION.

10' SHOWN FROM UNITS TO APPROXIMATE PROPERTY LINES

PARKING FOR RESIDENCE IN EXISTING PARKING LOT

LOCATION OF FIRE HYDRANT TBD

FIRE TRUCK TURN AROUND SHOWN ON EXISTING PARKING LOT.

STORM WATER DESIGN: TBD

WATER: ALL UNITS SERVED OFF OF 1 SERVICE - ROUTING AND DESIGN TBD

SEWER: DESIGN AND ROUTING TBD

PARKING SPACES: TBD, CITY TO DETERMINE (BETWEEN 14-28)
PARKING AGREEMENTS TO BETWEEN FAMILY PROMISE AND CENTRAL UNITED METHODIST CHURCH AND OR BETHLEHEM LUTHERAN CHURCH.

PARKING CALCS:
CENTRAL UNITED METHODIST CHURCH:
130 OCCUPANCY CAPACITY = 33 PARKING SPACES NEEDED
57 EXISTING PARKING SPACES
24 SPACES AVAILABLE FOR PARKING AGREEMENT

BETHLEHEM LUTHERAN CHURCH:
307 OCCUPANCY CAPACITY = 77 PARKING SPACES NEEDED
120 EXISTING PARKING SPACES
43 SPACES AVAILABLE FOR PARKING AGREEMENT

THE DRAWINGS AND PLANS SET FORTH ON THIS SHEET AS INSTRUMENTS OF SERVICE ARE, AND SHALL REMAIN THE PROPERTY OF FABER CONSTRUCTION. USE OF THIS DRAWING IS LIMITED TO A SPECIFIC PROJECT FOR PERSONS NAMED HEREON, AND FOR THE CONSTRUCTION OF ONE BUILDING. ANY USE OR REUSE OF SAID DRAWINGS IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF FABER CONSTRUCTION. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND/OR CONDITIONS SHOWN ON THESE DRAWINGS. THESE DRAWINGS SHALL NOT BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETOURMENT, DIRECTLY OR INDIRECTLY, TO FABER CONSTRUCTION. FABER CONSTRUCTION IS NOT RESPONSIBLE FOR METHODS, PROCEDURES, OR THE CONSTRUCTION OF THE DESIGN SHOWN HEREON.

REVISIONS			
DATE	BY	REV	
10/10/24	FF		

FAMILY PROMISE
1013 POLTE RD, SEDRO-WOOLLEY
SITE PLAN

DATE	10/10/24
DRAWN BY	FF
APPROVED BY	FF
PROJECT NUMBER	802

6951 HANNEGAN RD
A DIVISION OF FABER CONSTRUCTION
LYNDEN, WA 98264
WWW.WESTCOAST-HOMES.COM
PHONE: 360-815-2507

SHEET CONTENTS

SITE PLAN

SHEET NUMBER

A1.0

City of Sedro-Woolley House Bill 1590 Affordable Housing Construction Request for Proposals Application Form

Form must be submitted via email to City Administrator Charlie Bush at cbush@sedro-woolley.gov, or dropped off at the City's Finance Department, addressed to Charlie Bush, by the RFP deadline. Project

Name: Cottage Village – Phase One Site Development

Agency Name: Family Promise of Skagit Valley

Contact Person: Audrea Woll, Executive Director

Mailing Address: P.O. Box 335 Sedro-Woolley, WA 98284

City: Sedro-Woolley

State: WA

Phone Number: 360-230-0085

Email Address: Audrea@familypromiseskagit.org

Federal Tax ID: 46-2556043

UBI: 603299871

Primary Street Address: 1013 Polte rd. Sedro-Woolley WA 98284

City: Sedro Woolley

State: WA

Zip Code: 98284

Tax Parcel ID# P39453

Project Type (new construction or renovation): New Construction

Type of Organization or Company: Nonprofit 501(c)(3), Housing agency

Has this organization/developer previously received funding from the City of Sedro-Woolley?

Yes

Funding Request: 560,000

2025: 350,000 for site work

2026: 210,000 to build largest of the 14 units

Total Project Budget: \$4,500,000

Is this a request for multi-year funding? Yes

briefly summarize the project proposed or supported by your application. In a couple of paragraphs, include a general statement of the project's overall purpose, scope, and intent. (300 words or less)

Family Promise of Skagit Valley respectfully requests \$350,000 in HB 1590 funding this year to complete critical site work for our Cottage Village transitional housing project in Sedro-Woolley. This work includes excavation, utility installation (water, sewer, electricity), ADA-accessible pathways, foundational concrete pads, and permitting—all required to prepare the site for modular home placement. This project addresses a severe shortage of deeply affordable housing for families under 30% AMI. In Sedro-Woolley alone, there are an estimated 398 homeless children when accounting for non-school-age siblings, making this an urgent community need. Family Promise has secured land under contract, begun the permitting process, and raised matching funds to move the project forward quickly.

In 2026, we anticipate submitting a follow-up request of \$210,000 to support the construction of one of the fourteen standalone cottages designed to provide safe, stable housing with integrated wraparound services. These include case management, job readiness, mental health support, and financial literacy, all offered in a trauma-informed setting.

The units will be secured under a 50-year affordability covenant and will serve 10–14 families per year. The project will also generate sustainable revenue through program fees, create 3–4 new local jobs, and provide long-term economic and social benefits to Sedro-Woolley.

This phased approach—starting with infrastructure and followed by construction—ensures the project remains shovel-ready, financially sound, and capable of delivering transformative outcomes for some of the community’s most vulnerable residents.

Average Median Income (AMI) and Population Served

At or below 30% AMI

- **Population group served:** Families with children, including Spanish-speaking and BIPOC households
- **Quantity:** 10–14 units
- **Unit Type:** Standalone modular cottages
- **Tenant monthly rent/mortgage:** Program fees based on income (\$800–\$1300)

40% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

50% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

60% AMI

Population group served

Quantity

Unit Type

Tenant monthly rent/mortgage

Name of Authorized Representative: **Audrea Woll**

Title: Executive Director

Date: 5/22/25

Supplemental materials may be included to fully satisfy the selection criteria.

- Cover Letter
- Vision and Case Statement
- Site Plan
- Funding by phase needed to complete
- IRS Determination Letter
- Other Funding Sources for Phase two

FPSV Guest Guidelines

We welcome you to Family Promise of Skagit Valley (FPSV). For the comfort, safety, and privacy of everyone, the following guidelines have been established. Please initial each line and sign below. Infractions of the below guidelines may lead to dismissal from Family Promise of Skagit Valley programming including both shelter and transitional housing.

Participation Expectations

Please initial next to each of the following as you read over them

_____ I will seek housing, financial assistance, and/or employment while staying at FPSV. I will meet regularly with my case manager to develop and follow a service plan to access housing and basic needs. This may include attending classes, budgeting and saving any money received.

_____ FPSV housing is a short-term, voluntary housing option. The length of stay in the Shelter and Transitional Housing Programs are dependent upon forward progress and ability to participate in program expectations.

_____ I understand that I will be responsible for keeping the Day Center, Shelter, Host Congregations Sites, and Transitional Housing areas clean by picking up after my family and myself. I will be participating in daily chores, no food or drinks in rooms, and keeping rooms clean.

_____ Pets are only allowed as part of our *Pets for a Promise Foster program*. Please inform your case manager *prior* to your program entry if you have a pet(s) in your household.

_____ I understand that FPSV is not responsible for lost or stolen items. Please keep important items locked away or on your person.

_____ For planning and capacity purposes, we limit the amount of approved off site overnights and require advance notice to your case managers to maintain your family's bedspace.

_____ Trust is critical at FPSV. We value our relationships with guests, volunteers, congregations, the community, and staff. You may be asked to leave FPSV if your actions compromise the trust that exists in those relationships.

_____ Payments towards Program Fees in Transitional Housing must be paid by the 5th of each month. If you are unable to pay, you must reach out to your case manager before the 5th of the month to make a plan of action to prevent falling behind.

Guest Safety Expectations

Please initial next to each of the following as you read over them and then sign at the bottom

____ I will treat staff, volunteers, property, other guests, and my family with respect and courtesy. Any fighting, cussing, discriminatory, harassing, or disruptive behaviors may result in a discharge from FPSV programming.

____ I understand for the safety and care of the children and families the following expectations are required:

- Family Promise staff are mandated reporters. We take safety concerns very seriously.
- Medications must be placed in a secure location, out of the reach of children. Certain medications may need to be placed in a locked area. Lock bags will be provided upon request.
- You must supervise your children at ALL times, or arrange for another method of child care. Children must be with you at all times while in any four of our facilities.
- School-age children **MUST** be enrolled in school/homeschool groups while participating in FPSV. *Unless they are ill, your child or children are to attend school every day their schooling is in session.*

____ I understand it is an individual and group responsibility to ensure the mental and physical well-being of all program participants. It is the intent of FPSV to reduce the exposure to trauma. The following policy is to avoid the triggering of other individuals.

- While at FPSV we ask that you not use spanking, physical punishment, or harsh language that could affect others
- FPSV is a drug and alcohol-free agency. *No active substance use/abuse and drug and alcohol paraphernalia is permitted on the property.*
- No smoking, vaping, or flames allowed on the premises, except for in marked designated areas. This includes no open flame candles, no hot wax warmers, etc..
- No weapons are permitted on FPSV property or any host congregation.

____ For the safety of all families and in the case of emergencies we ask that you

- Sign in and out of day center and host sites
- Do not allow visitors at any of our locations (unless approved in writing by staff)
- Do not share with others the address of where you are residing.
- For safety purposes cameras are installed on FPSV common spaces and are recording video and audio feed that is stored in the cloud for 7 days unless otherwise needed for suspected violations of guidelines.

I understand the following:

- The FPSV Guest Guidelines have been explained to me and I agree to abide by them.
- I understand that failure to abide by the guidelines by myself or any member of my family may result in a discharge from FPSV housing programs
- I understand that I may be exposed to the beliefs of the various hosting congregations.

_____ I have received a copy of FPSV grievance policy

Guest Signature: _____

Date: _____

Guest Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Family Promise of Skagit Valley Program Eligibility:

The main criteria to enter Family Promise of Skagit Valley is to be a family with children: You must have a minor child in custody, be currently pregnant or be in the final stages of getting a child back in custody. We accept families of all backgrounds and compositions. Our goal is to keep the family together as a family unit.

Housing Eligibility requirements

- They must be 18 or older and have a child in custody, be pregnant or be in the final stages of regaining custody
- They must be willing to participate in housing focused case management
- Must not have violent/sexual/ child-related crimes
- Must be willing to create a safety plan if they are fleeing an active DV situation (as we cannot provide officially safe lodgings)

Shelter Diversion/Homeless Prevention Eligibility requirements

- Must have child in custody be currently pregnant or be in the final stages of getting a child back in custody
- They have to be at imminent risk of losing housing

What happens to those who don't meet these requirements

If families do not meet requirements that allow us to maintain a trauma-informed space for children we will continue to work with them through case management to reduce safety risks in hopes of preparing them to enter programming. When possible we will utilize hotel stays to support them while working to partner with other agencies to stabilize.

To make a referral, please contact the Day Center 360-854-0743

- If space is available, arrangements will be made for an intake interview.
- If space is not available, the family's name may be placed on a waiting list and a service navigator will contact them to work on goals.

Families are accepted into the affiliate during regular business hours, we are open 7 days a week from 9-4. After hours, please leave a message.

Impact Campaign				
Total fundraising goals by Phase				
Phase	Phase Cost	Sources Identified	Amount	Status
1: Land Purchase	\$301,875	\$100K donor	\$100,000	Secured
		under mortgage	\$141,500	Pending
		20% contribution from Central United Methodist Church	\$60,375	Secured
			\$301,875	Raised
2: Site Work*	\$1,200,000	Skagit County	\$700,000	Pending
		City of Sedro-Woolley	\$350,000	Pending
		City of Mount Vernon	\$50,000	Pending
		Foundations - SCF & PeaceHealth	\$20,000	Pending
		Private donors	\$95,000	Secured
		Total Asks	\$1,215,000	Pending
3. Cottage Village Initiative*	\$2,800,000	Foundation grant	\$250,000	Potential
		City 1590 Funding	\$300,000	Potential
		Private donor	\$125,000	Secured
		Individuals: 76 potential donors		
		Total Asks	\$ 675,000	In-process
Total Fundraising Goal	\$4,301,875			
*Dollar amounts are still approximate, pending RFQ contractor selection/updated pricing				

Mission: To come together as a community to support homeless families with children while they work to provide their children with loving homes.

Family Promise of Skagit Valley Impact Steering Committee

Dan Symonds - Chair	daniel.w.symonds@gmail.com
Lynn Boeding - Co-chair	lynn@familypromiseskagit.org
Raymond Faber - Building Committee Lead	raymond@faberconstruction.com
Chuck Messinger - Marketing & Building Committee	cmessinger@voaww.org
Terry Gifford - Marketing Committee	teatime@teaandtour.com
Lauren Christian - Marketing Committee	lchristian@seattleu.edu
Audrea Woll - Executive Director	audrea@familypromiseskagit.org
Tami Rowe - Family Services Director	tami@familypromiseskagit.org
Jenn Pucci - Temporary Operations Manager Marketing Committee	jen@familypromiseskagit.org
Amber Lang - Development Associate	amber@familypromiseskagit.org
Renata Maybruck - Impact Consultant	renata@collectiveimpactco.com

6/11/2025

Dear Members of the Sedro-Woolley City Council,

I hope this message finds you well. We have had a long-standing relationship with the City of Sedro-Woolley and are looking forward to continuing that relationship as we step into a new chapter of our organization. I am writing this letter on behalf of Family Promise of Skagit Valley to request a total of \$560,000 in HB 1590 funding in support of our Cottage Village transitional housing project—\$350,000 in 2025 for site work and pre-construction infrastructure, and \$210,000 in 2026 to fund the construction of one of the 14 planned cottages.

Family Promise of Skagit Valley (FPSV) has been serving families facing homelessness since 2015, providing critical support through a range of programs including shelter, transitional housing case management, and prevention services. Over the last three years we have also operated a successful seasonal cold-weather shelter. As the need for housing and services continues to grow, we are seeking to expand our reach and create new transitional housing in Sedro-Woolley to serve more families in need in our community.

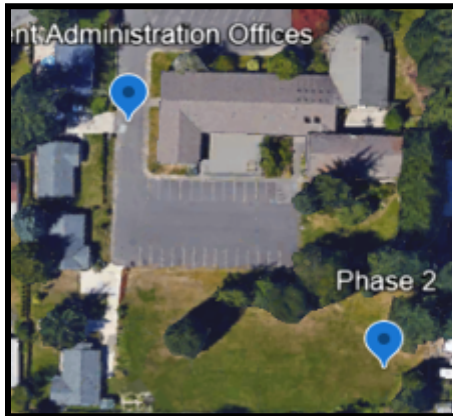


Project Overview and Urgent Need: In the 2022–2023 academic year, Skagit County reported 968 homeless students, with 284 residing in Sedro-Woolley and 332 in Mount Vernon. Together, these two communities account for over 60% of the county’s homeless youth population, underscoring the urgent need for targeted investments in transitional housing and wraparound services.

Family Promise uses national best practices to estimate the total number of homeless children by adding 40% to the school-age count to include younger, non-school-age children—infants, toddlers, and preschoolers—who are often uncouned in school district data. Using this methodology, our adjusted totals show that Sedro-Woolley has an estimated 398 homeless children, and Mount Vernon, 465. Countywide, this brings the total number of homeless children to an estimated 1,358—a significant increase over the reported school-age numbers.

Our Cottage Village project directly addresses the housing needs of these children and their families by increasing housing units and providing trauma-informed support services. Through this initiative, we aim to stabilize families, prevent further disruption to children's education, and ensure that they can stay within their school districts, where they have the best chance to thrive.

Phase One Breakdown: Due to economic uncertainty and rising construction costs, we have broken Phase One into three essential parts to better manage and secure funding.



Land Acquisition at Central United Methodist on 1013 Polte Rd \$300,000: The first step in Phase One is securing the land necessary for the development of the Cottage Village. Family Promise is in the process of going under contract with Central United Methodist for an acre of property behind the church that is already zoned appropriately and meets the needs of this project. Family Promise has already raised approximately 1/3rd of the funding and the rest will go under mortgage.

Site Work: Approximately \$1.2 million (*current stage*): This stage involves preparing the site for construction. This includes design and engineer, clearing the land, infrastructure, utilities and obtaining necessary permits and approvals. Site work is essential to ensure that we can proceed with the physical construction of the cottages. We have already applied for a SEPA and CUP, and we have identified that we could move forward with our project through a quasi-use permit under [RCW 36.70A.545](#).

Building 10-14 cottages \$2.8 million (*2026, sooner if funding is secured*): The final part of Phase One involves the actual construction of the 10-14 cottages. These cottages are modular homes that will be built offsite and delivered when our site is ready. These units will be designed to provide families with stable, dignified housing, supported by comprehensive services such as job readiness, case management, and mental health services. This part of the project will also include filling the cottages with families in need, ensuring that they can transition into stable living conditions. Fundraising is already underway.



Financial Needs and Project Phases: Family Promise of Skagit Valley is requesting a total of \$560,000 in HB 1590 funding over two years to support the development of Cottage Village, a transitional housing project for families with children earning under 30% of the Area Median Income (AMI) in Sedro-Woolley.

The request includes \$350,000 in 2025 to fund essential site preparation, including permitting (CUP/SEPA), impact fees, utility installation (Cascade Natural Gas, Astound Fiber, PUD Water, and Puget Sound Energy), foundational concrete work, ADA-accessible pathways, and excavation. In 2026, we are requesting \$210,000 to cover the construction of one of the planned modular cottages, including all materials and labor.

We are in the final stages of securing the land through a long-term agreement with Central United Methodist Church, and permitting is actively underway. With an estimated 398 homeless children in Sedro-Woolley, this project offers a strategic and sustainable solution to one of our community's most pressing challenges. Full funding of this request will allow us to complete site work in 2025 and begin construction in 2026, advancing the broader goal of creating long-term affordable housing and wraparound support for vulnerable families.

Community Impact and Long-Term Benefits: This initiative will directly impact the Sedro-Woolley community by providing long-term housing stability for families, many of whom are already facing significant trauma. These families will have access to wraparound services that are designed to help them heal and become self-sufficient. As part of a sustainable model, the cottages will generate revenue through program fees, which will help sustain the project and allow it to grow in the future.

Our goal is to stabilize at least 10-14 families per year in the Cottage Village, with an emphasis on helping children maintain stability in their educational and emotional lives. This project will also create jobs, stimulate the local economy, and provide an example of how the community can come together to support its most vulnerable members.

Programming, Security, and Site Monitoring: Family Promise offers a holistic, trauma-informed approach to ending homelessness for families with children. The families we serve are our neighbors—individuals and families who have fallen into hardship due to unforeseen circumstances such as medical emergencies, family breakups, or the death of a loved one. These families, who once had stable lives, now find themselves in crisis and need the support of our community to regain stability.

As part of the Cottage Village Initiative, we are committed to creating a safe, secure, and supportive environment for all families. This will include regular site monitoring to ensure the safety and well-being of residents, as well as the integration of security measures such as lighting, and surveillance systems. The site will be designed to foster a sense of community while ensuring that all residents adhere to the rules and expectations set forth in their housing plans.

Case managers will conduct regular check-ins to ensure that families are progressing with their goals and participating in the wraparound services offered. These services, including job training, financial literacy, and mental health support, will be essential to the success of each family in the program. We are also working closely with local authorities to ensure that all security and monitoring measures are fully integrated into the permitting process, including compliance with local zoning laws, environmental regulations, and safety codes. This proactive approach will help create a stable, safe, and thriving environment for the families in the Cottage Village, and contribute to the long-term success of the program.

Learning from Anacortes: A Vision for Sedro-Woolley: When looking at the 2022-2023 homeless numbers by school district we are inspired by the success of Anacortes. Their McKinney-Vento numbers reflect only 54 homeless students. I truly dream of this for Sedro-Woolley and all of Skagit County. This reflects the large amount of strategic planning and collaboration between the Anacortes Family Center, school districts, city leadership etc. Together they have significantly reduced homelessness in their community. We envision a similar transformation for Sedro-Woolley. This Cottage Village project is the first step in that direction. With your support, we can replicate Anacortes' success and dramatically reduce homelessness in our city.

Together, we can make this vision a reality!

Commitment to Long-Term Affordability: One of the critical elements of this project is our commitment to long-term affordability. In alignment with similar funding requirements, including those set forth by the City of Sedro Woolley, we are committed to ensuring that the transitional cottages built remain low-income housing for at least 50-years. This long-term affordability covenant will provide housing stability for generations to come, ensuring that families at or below 30% of Area Median Income



(AMI) have access to stable, dignified living spaces while they work to restabilize.

This commitment to long-term affordability aligns with our mission to break the cycle of homelessness and support families in transitioning to self-sufficiency. By guaranteeing affordability for 50 years, we are not only meeting the urgent needs of today's families but also securing the future for future generations in Sedro-Woolley.

Conclusion: In closing, we respectfully request \$560,000 in HB 1590 funding over two years to support site work and the construction of one transitional cottage. This project offers a scalable, trauma-informed solution to family homelessness and represents a meaningful step toward a healthier, more stable Sedro-Woolley.

The Cottage Village Initiative is also the first phase of a larger capital campaign led by Family Promise of Skagit Valley. This long-term vision includes not only the full build-out of 10–14 transitional cottages but also expanded services, permanent facilities, and future housing developments that will increase access to stability and healing for vulnerable families across the region. Your partnership now helps lay the foundation for a transformational project with far-reaching impact.

Thank you for your consideration. I would be happy to meet and discuss this project in greater detail or answer any questions you may have. Please feel free to contact me at 360-854-0743 or audrea@familypromiseskagit.org.

Sincerely,

Audrea Woll
Executive Director
Family Promise of Skagit Valley

City of Sedro-Woolley House Bill 1590 Affordable Housing Construction Request for Proposals Application Form

Form must be submitted via email to City Administrator Charlie Bush at cbush@sedro-woolley.gov, or dropped off at the City's Finance Department, addressed to Charlie Bush, by the RFP deadline.

Project Name

Creekside Commons

Agency Name

The RJ Group LLC

Contact Person

Rob Janicki

Mailing Address

103 N Township Street

City

Sedro-Woolley

State

Washington

Phone Number

360-770-4960

Email Address

rjanicki@therjgroup.com

Federal Tax ID#

47-1292685

UBI#

603-406-535

Primary Street Address

103 N Township Street

City

Sedro-Woolley

State

Washington

Zip Code

98284

Tax Parcel ID#

P37206

Project Type (new construction or renovation)

New Construction

Type of Organization or Company

Limited Liability Company + Non-Profit

Has this organization/developer previously received funding from the City of Sedro-Woolley?

No

Funding Request

\$712,932.00 or maximum available

Total Project Budget

\$29,000,000.00

Is this a request for multi-year funding?

If available, yes.

Briefly summarize the project proposed or supported by your application. In a couple of paragraphs, include a general statement of the project's overall purpose, scope, and intent. (300 words or less)

Please see supplemental write-up included with this submission.

Average Median Income (AMI) and Population Served

At or below 30% AMI

Population group served

N/A

Quantity

N/A

Unit Type

N/A

Tenant monthly rent/mortgage

N/A

40% AMI

Population group served

N/A

Quantity

N/A

Unit Type

N/A

Tenant monthly rent/mortgage

N/A

50% AMI

Population group served

N/A

Quantity

N/A

Unit Type

N/A

Tenant monthly rent/mortgage

N/A

60% AMI

Population group served

ALL

Quantity

9 household members

Unit Type

2 bed, 2 bath with a garage

Tenant monthly rent/mortgage

\$1,946.00 (assumes avg. CPI increase over 2025 HUD limits) this includes taxes, insurance, HOA at 3 person household

If applicable, multiple population group notes

ALL

Name of Authorized Representative

Garrett Michael

Title

Developer

Date

8/25/2025

Supplemental materials may be included to fully satisfy the selection criteria.

August 28, 2025

To Whom It May Concern:

I am Felicia Minto, current Executive Director of Home Trust of Skagit, and I am writing this letter to express our support for The RJ Group's utilization of Sedro-Woolley's funding from House Bill 1590 RFP. Utilization of these monies will make it possible to offer affordable housing in the Creekside Commons Development.

Home Trust of Skagit is a registered 501c3 Nonprofit Organization dedicated to providing affordable housing for qualified applicants at or below 80% AMI in Skagit County. As a Community Land Trust, we retain ownership of the land which allows the sale of homes with a fixed-rate resale formula to remain in the affordable market upon resale. We maintain an application process for new buyers and also administer a 99-year ground lease for the properties.

Home Trust of Skagit acquires homes in its portfolio in a number of ways, the most traditional way is we purchase the land, and contract with a builder. We also can acquire "fair market" homes through traditional purchase, and also through the donation of the land/home. Another way in which we add homes to our portfolio is through partnerships with for-profit developers, as such in this particular case for the proposed Creekside Commons Development in Sedro-Woolley.

Home Trust of Skagit is supportive of The RJ Group's development model Creekside Commons. It is our understanding and agreement with The RJ Group that we will be able to offer some of the homes in the Creekside Commons development at 80% AMI or less. Specifically, for grant monies awarded by the HB 1590 at 60% AMI. This is an important opportunity to make long-term affordable home ownership a real possibility for the local workforce in Sedro-Woolley.

The funds from this grant money are absolutely crucial in our partnerships' ability to offer these homes at an affordable rate to the local workforce. It is Home Trust of Skagit's perspective, that in order to provide long-term affordable homes to the local workforce, we have to utilize *all* available funding opportunities, as well as leveraging innovative partnerships with a shared vision. We are committed to a productive and positive partnership with The RJ Group, and any future developments allocating long-term affordable housing provided to the local workforce. Please receive this letter as Home Trust of Skagit's official and strong support in the utilization of Sedro-Woolley's House Bill 1590 RFP funding toward The RJ Group's Creekside Commons Development.

Sincerely,



Felicia Minto
Executive Director, Home Trust of Skagit
director@htskagit.org



Briefly summarize the project proposed or supported by your application. In a couple of paragraphs, include a general statement of the project's overall purpose, scope, and intent. (300 words or less)

Creekside Commons is a 68-unit townhome development in Sedro Woolley, WA, offering two- and three-bedroom for-sale homes for working families. Each home includes a private garage, with shared amenities such as landscaped courtyards, walking paths, a fenced dog park, and guest parking. Designed for long-term ownership and generational wealth, these homes are not transitional or temporary housing. In partnership with Home Trust of Skagit (HTS), a 501(c)(3) Community Land Trust, homes will be permanently set aside for households earning at or below 60% of Skagit County's AMI. Affordability will be preserved for 99 years through recorded covenants, far exceeding the 25-year minimum, and homes will be distributed throughout the community to support inclusive, mixed-income neighborhoods. Creekside Commons will serve working families, seniors, and veterans, aligning with the City's Comprehensive Plan and HB 1590 priorities.

The RJ Group, with private lender financing, will fund construction, and HB 1590 funding will be applied exclusively to down payment assistance, leveraging every public dollar into private mortgages. This approach maximizes purchasing power while preserving long-term affordability, enabling families to build equity, enjoy tax advantages, and achieve stable homeownership. HTS will oversee compliance, including income verification, resale enforcement, down payment facilitation, and annual reporting to the City, ensuring protection of public investment. The project is consistent with Sedro Woolley development code, near shovel-ready, with site control fully established and delivery expected in 2026. A Homeowners Association will maintain the property, with fees included in affordability analysis. Excel modeling shows that \$712,932 in HB 1590 funding could support three income-qualified households (nine residents) within the 2-bedroom homes. Our request is the maximum available funding, with a scale outlined in supplemental documents. Creekside Commons is designed to set aside as many homes as funding allows, directly advancing the City's housing affordability goals with immediate and lasting impact.

Creekside Commons: Affordable & Workforce Housing

In Partnership With



Building Community Through Housing



3	HB 1590 Application
4	Non-Profit Partnership
5	Creekside Commons Overview
6	Courtyard Cluster
7	Sample Unit Layouts
10	Site Aerial
11	Elevations
21	Example Specifications



Creekside Commons is a 68-unit townhome development in Sedro Woolley, WA, offering two- and three-bedroom for-sale homes designed for working families. Each home includes a private parking garage, with shared amenities such as landscaped courtyards, walking paths, a fenced dog park, and surplus guest parking. These homes are intentionally built for long-term homeownership and the creation of generational wealth—**not transitional or temporary housing**.

In partnership with **Home Trust of Skagit (HTS)**, a 501(c)(3) nonprofit Community Land Trust, we will permanently set aside homes for households earning at or below **60% of the Area Median Income (AMI)** for Skagit County. Affordability will be preserved for **99 years through recorded covenants** that run with the land, far exceeding the 25-year affordability retention minimum outlined in the application guidelines. These homes will be **indistinguishable from market-rate homes** in quality, design, and layout, and they will be distributed throughout the community to support inclusive, mixed-income neighborhoods. In alignment with the **City's Comprehensive Plan** and the intent of HB 1590 funding, Creekside Commons will serve income-qualified households that include working families, seniors, and veterans—populations identified as priorities in the City's RFP.

The RJ Group, a private developer, is funding the construction of this project in partnership with a private lender. **House Bill 1590 funding will be applied exclusively to down payment assistance**, enabling income-qualified buyers to achieve homeownership. This approach ensures that every public dollar is directly leveraged into private mortgage financing, significantly multiplying the impact of the investment.

Unlike costly and often inefficient stand-alone affordable housing developments, this model **benefits from conventional and agency-backed financing**, maximizing purchasing power for qualified households while preserving affordability for the long term. In addition, participating families will realize the full benefits of stable homeownership—**equity building through principal paydown and appreciation, tax advantages from interest deductions, and long-term security**—rather than the limitations of renting or temporary housing. The more grant funding secured, the greater the number of families who can attain quality, affordable ownership.

Home Trust of Skagit will oversee all compliance, including buyer income verification, resale enforcement, and down payment assistance facilitation. In addition, HTS will provide **annual reporting to the City** regarding compliance. A formal partnership agreement outlining this scope of responsibilities is in process. This stewardship model ensures the **long-term protection of public investment** and the continued availability of affordable homes for future generations.

The project is **fully consistent with the existing Sedro Woolley development code** and is near shovel-ready, with civil plans submitted and groundbreaking expected this year. **Site control is fully established**, as the developer owns the land outright and free of encumbrances. Creekside Commons will deliver homes in 2026. A **Homeowners Association** will maintain the property, with monthly HOA fees factored into the 60% AMI affordability analysis. This guarantees professional maintenance and long-term community stability. AMI thresholds used in this proposal are based on historical data to forecast 2026 affordability.

The attached Excel analysis demonstrates how varying levels of HB 1590 grant support translate into affordability outcomes. For example, based on today's market assumptions, an award of **\$712,932 will support 3 income-qualified households**; within the 2-bedroom homes, equating to **9 residents served**. The RJ Group is committed to setting aside as many homes as funding allows—up to the entirety of the project if resources are available.

The need for support is immediate, and the impact will be lasting. Creekside Commons directly advances the City of Sedro-Woolley's housing affordability goals and complies with all requirements of the HB 1590 RFP, including affordability term, qualifying populations, site control, and annual reporting.



was established in 2009 as a nonprofit community land trust [501(c)(3)] headquartered in Mount Vernon and Burlington, Washington. Its mission is to increase permanently affordable, owner-occupied homes and rental in Skagit County by balancing homeowner, neighborhood, and county interests. Home Trust of Skagit manages land and resale-restricted homes for individuals and families earning up to 80% of the area median income. It develops and stewards both owner-occupied and affordable rental housing through a transparent, community-driven process.

Primary funding sources include program service income and ground lease fees, augmented by

grants and donor support. Governance is provided by a 12-to-15-member Board of Directors, equally representing homeowner leaseholders, general community members, and public interest appointees—ensuring accountability and balanced oversight. HTS performs stewardship duties such as assembling land, monitoring income eligibility, managing ground leases, overseeing resales at formula-determined prices, ensuring property upkeep, and providing homeowner education and support.

Home Trust of Skagit has in its portfolio currently 3 scattered home sites in Mount Vernon, 11 homes in a development in Mount Vernon called Summerlynd, and 14 home-owned units in a development called Channel Cove in La Conner. Also in Channel Cove are 18 rental units which are restricted at 50% AMI per a current contract with the Department of Commerce. HTS goals for the next few years are to get a pipeline going, with new homeownership opportunities, and potential land acquisition and new builds in the future

www.hometrustedskagit.org



August 28, 2025

To Whom It May Concern:

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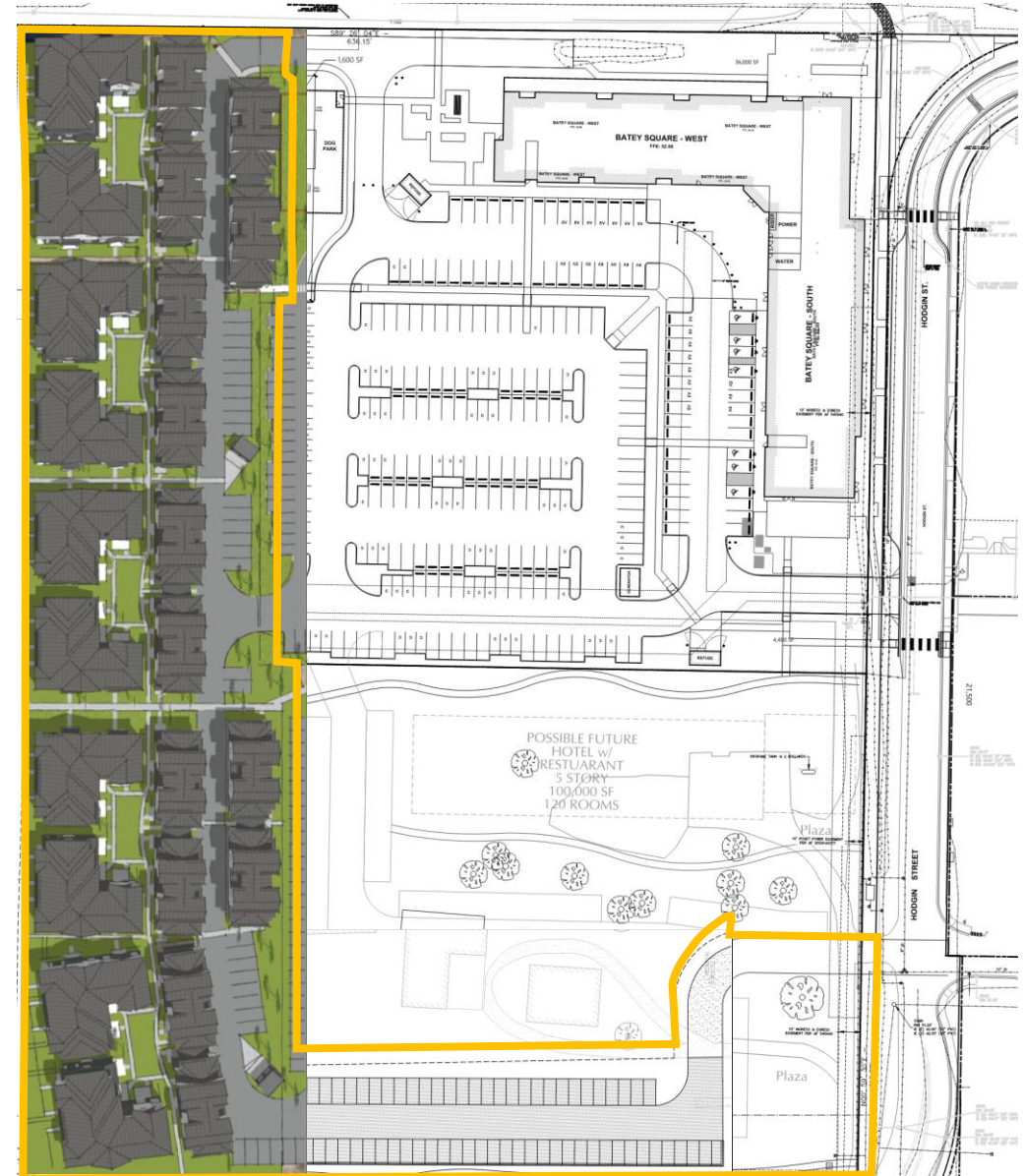
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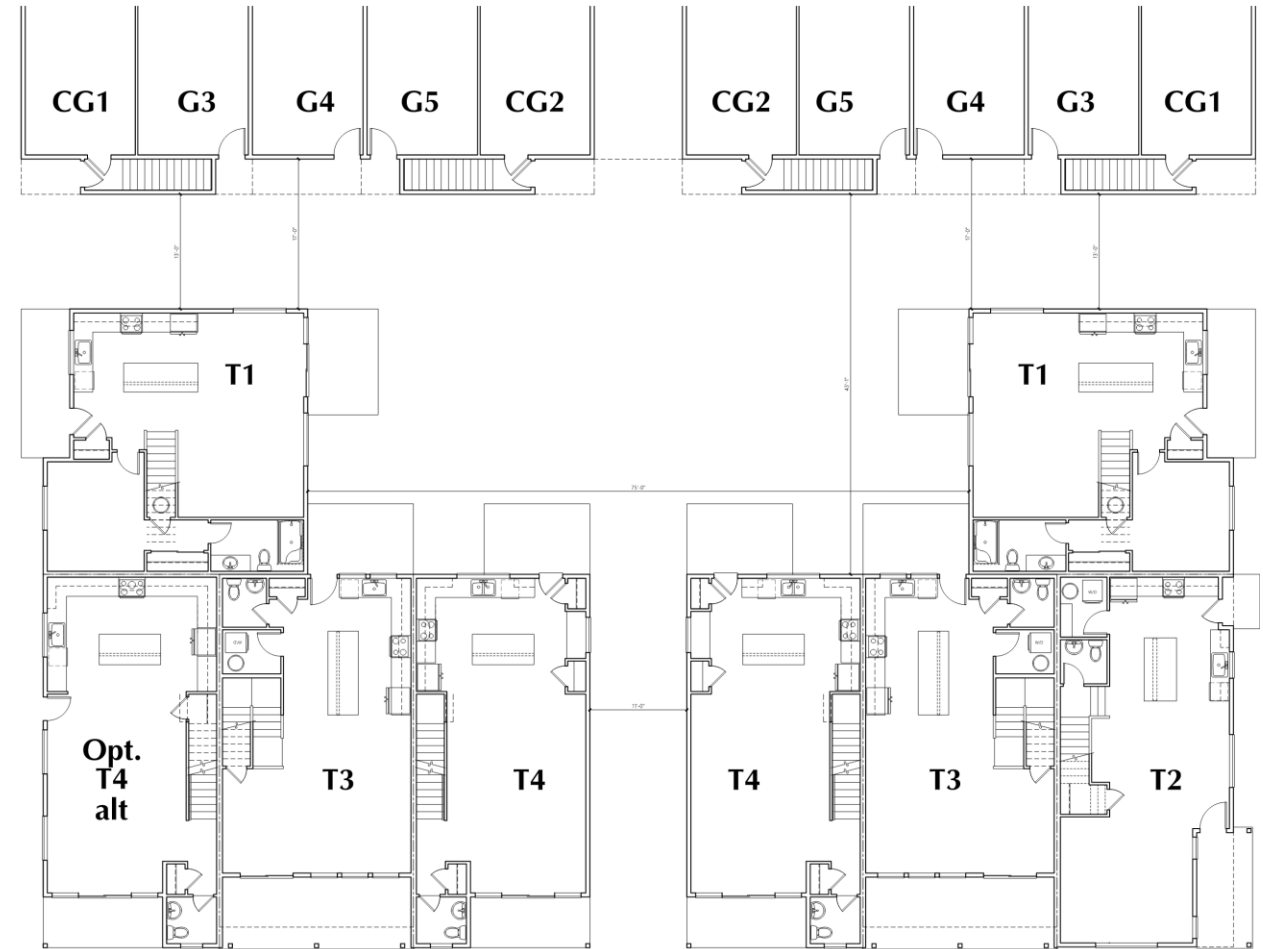
Sincerely,

Felicia Minto
Executive Director, Home Trust of Skagit
director@htskagit.org

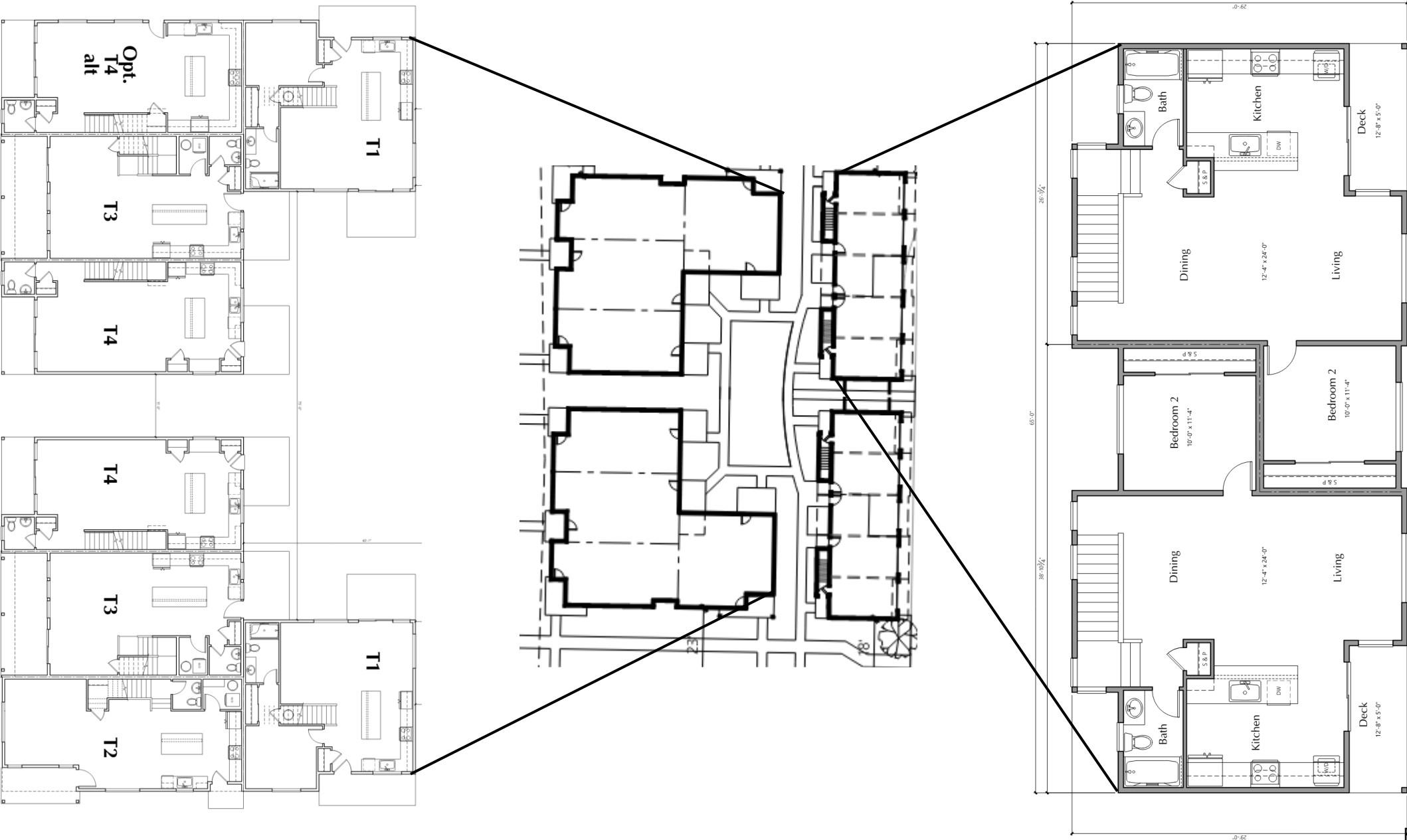


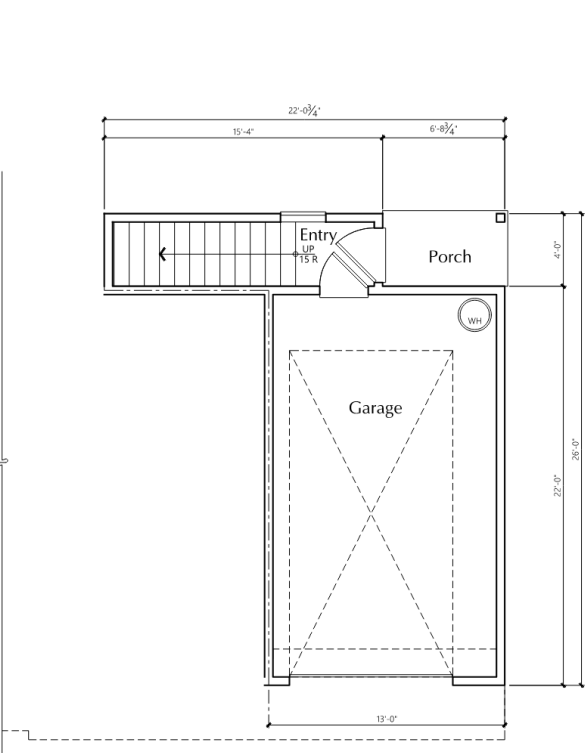
- **Parcel Number:** P37206
- **Zoning:** Urban Village Mixed-Use (UVMU)
- **Townhome & Apartment Units: 68**
 - 10 four-unit townhome buildings
 - 7 four-unit apartment buildings
- **Amenities:** Garages, Shared Dog Park, Walking Paths, Landscaped Courtyards
- Extensive Street and Sidewalk Improvements



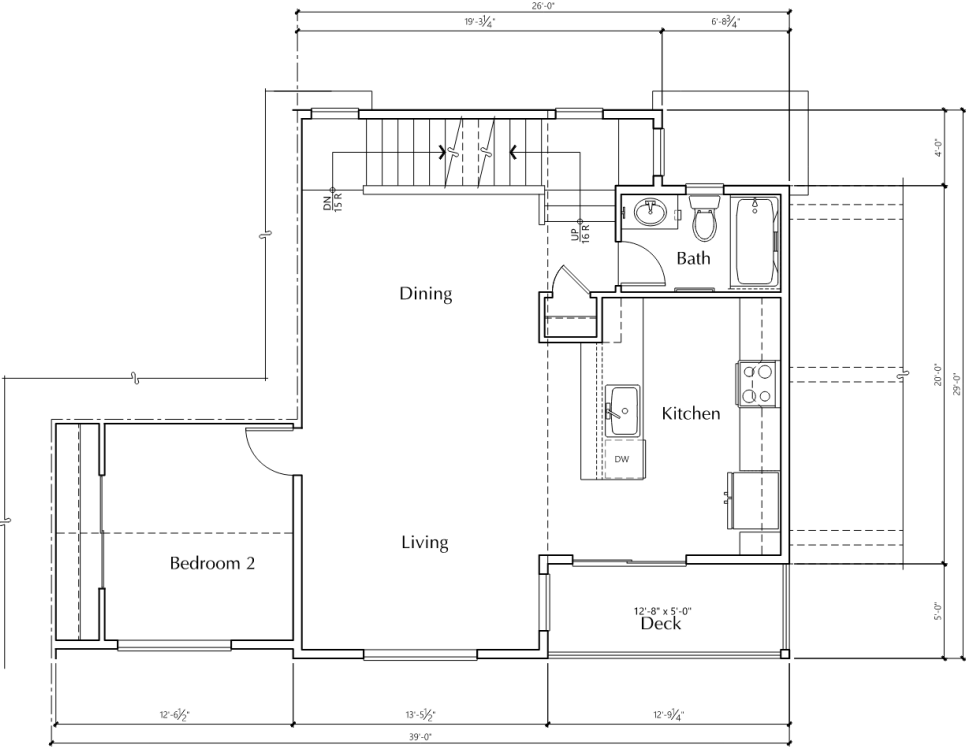


Courtyard Cluster

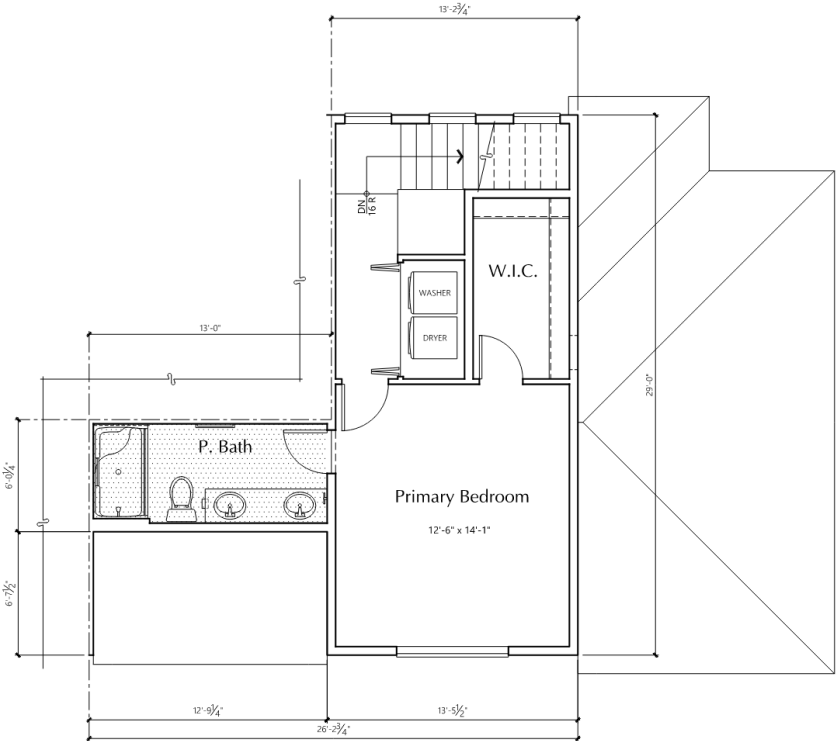




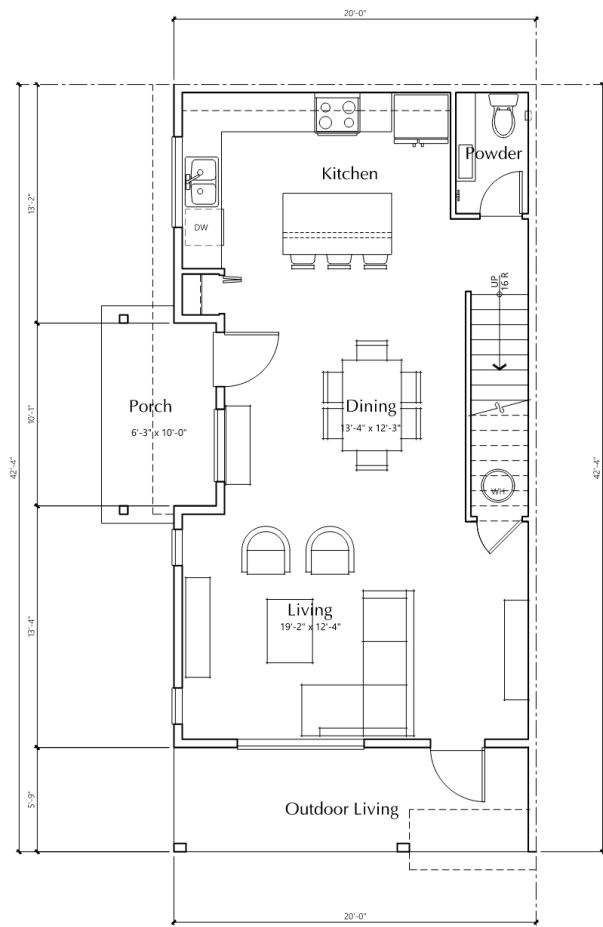
UNIT C2 LOWER LEVEL PLAN
1/4" = 1'-0"



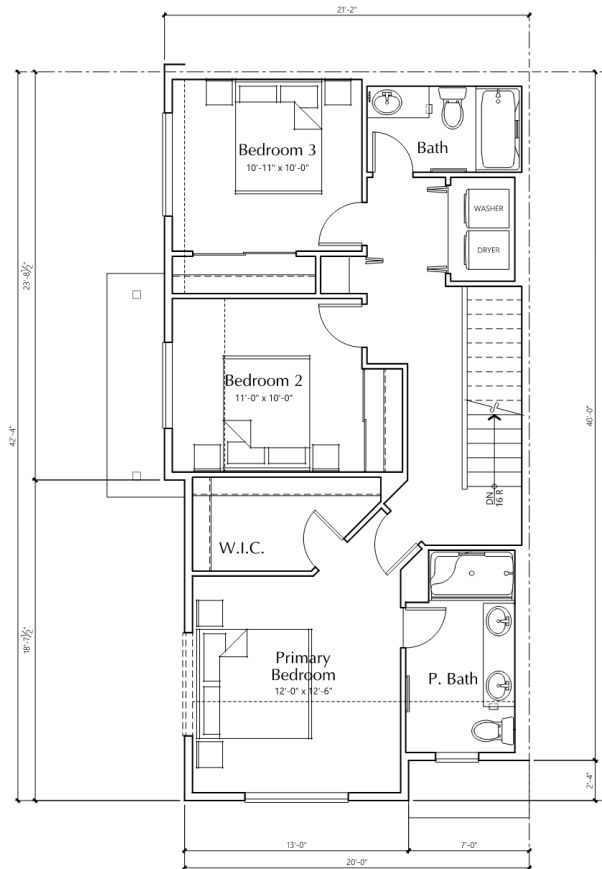
UNIT C2 MIDDLE LEVEL PLAN
1/4" = 1'-0"



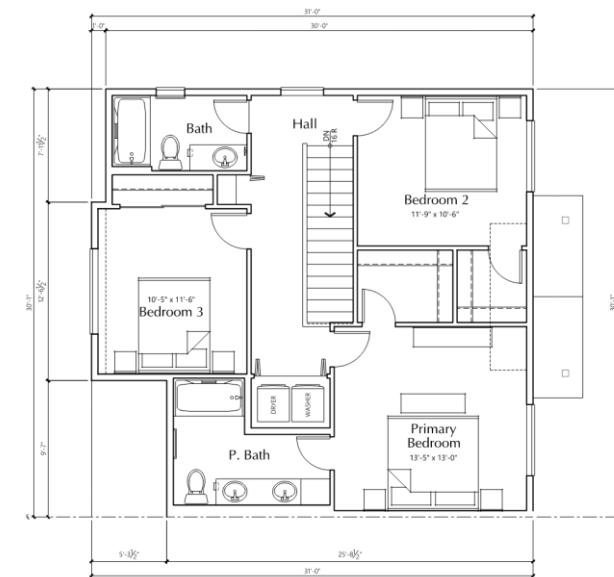
UNIT C2 UPPER LEVEL PLAN
1/4" = 1'-0"



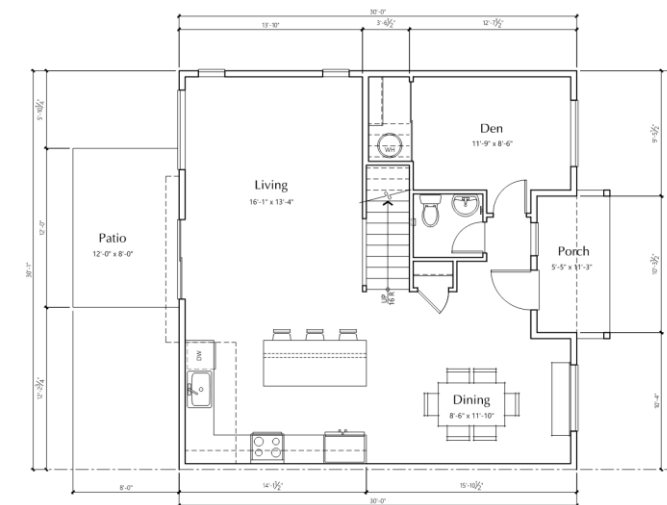
UNIT T20 LOWER LEVEL PLAN
1/4" = 1'-0"



UNIT T20 UPPER LEVEL PLAN
1/4" = 1'-0"



UNIT T10 UPPER LEVEL PLAN
1/4" = 1'-0"



UNIT T10 LOWER LEVEL PLAN
1/4" = 1'-0"







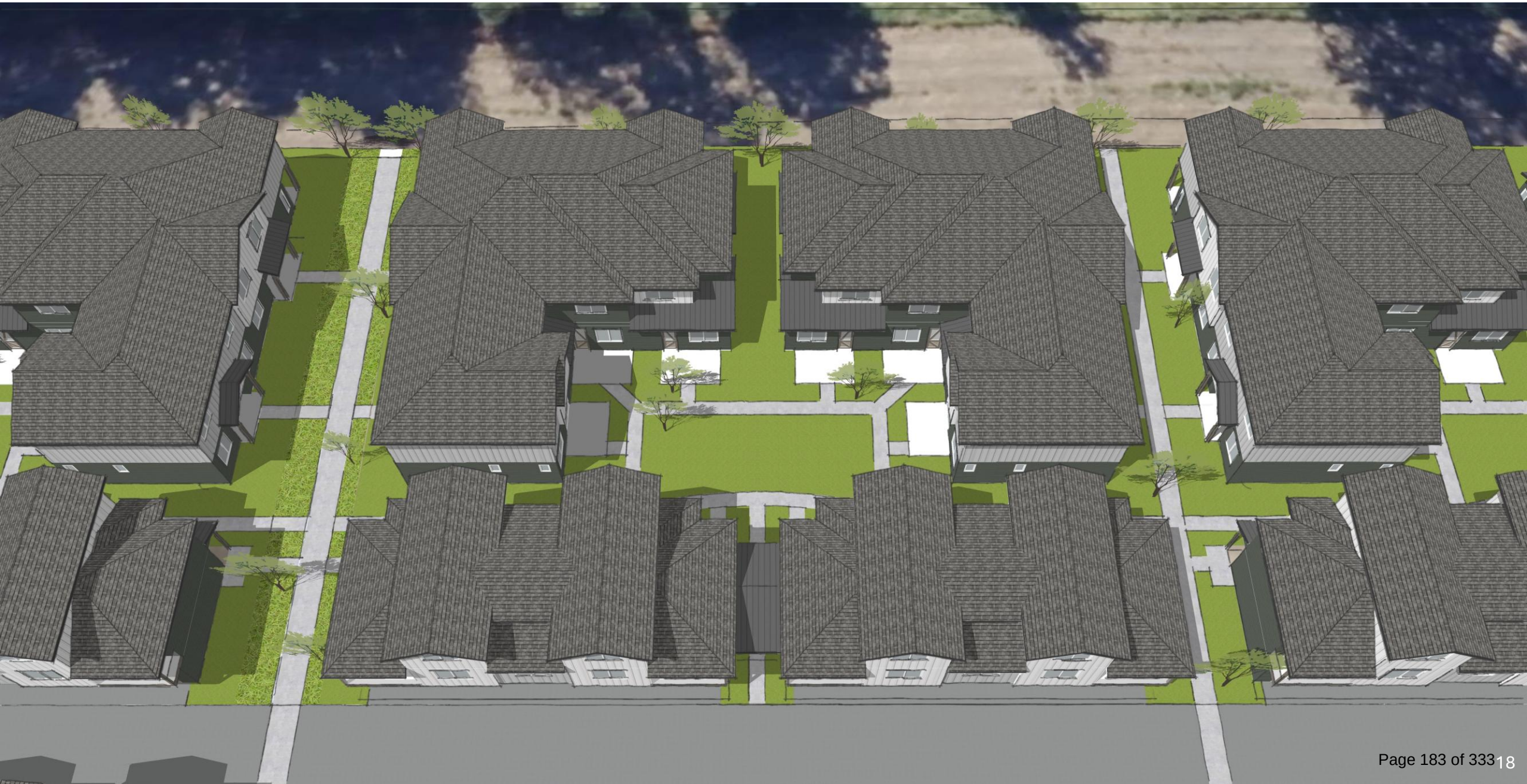


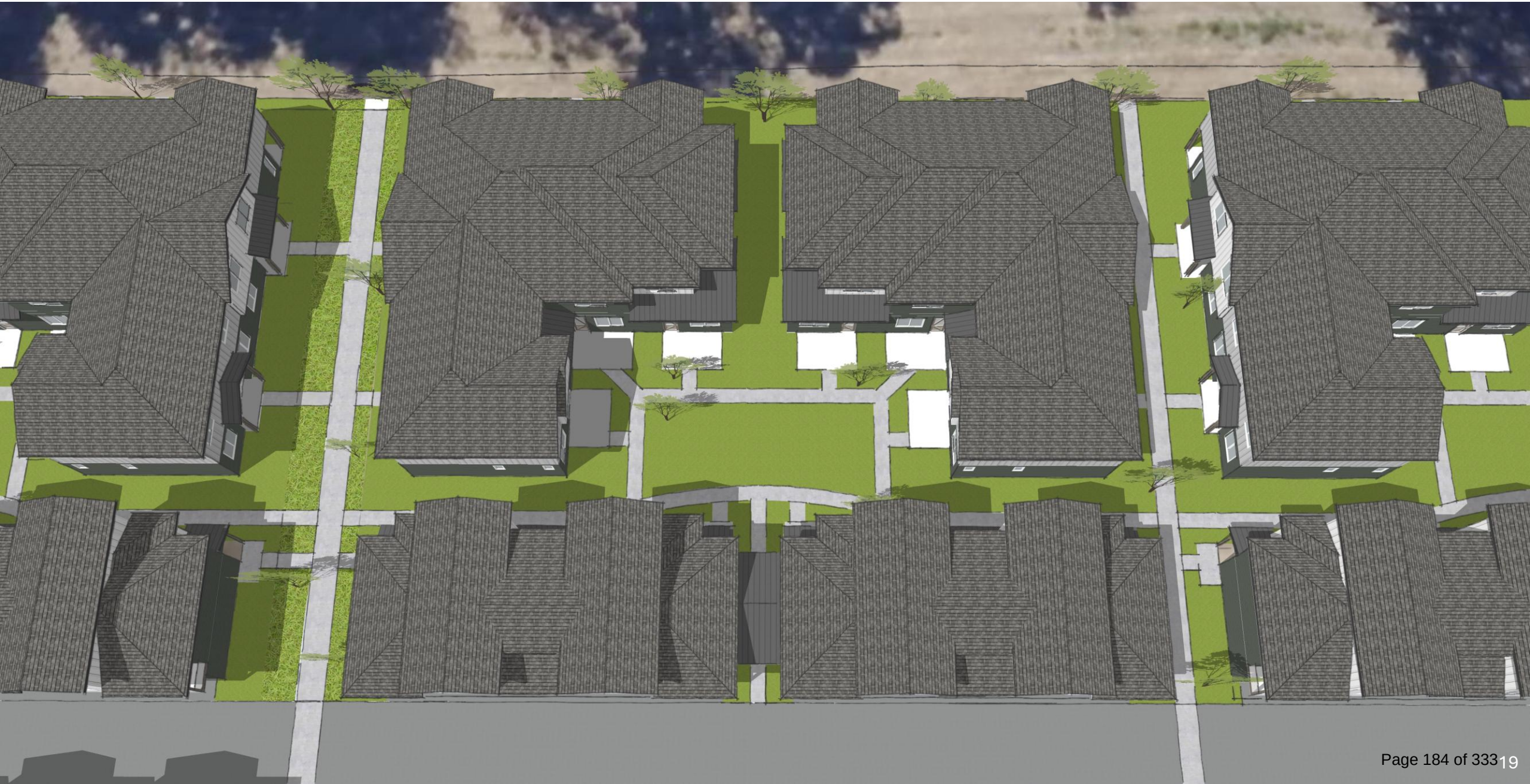




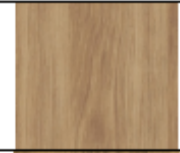
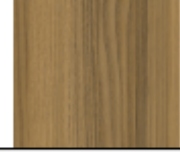










Specifications	Product Name	Color	Location
Cabinets			
	Arauco Prism	Pelee Island Pear	Kitchen & Bath Vanities
	Arauco Prism	Karuna Ash-Velvet	Kitchen & Bath Vanities
LVT			
	Artisan Select	Croft Oak Natural	Main Floor, Bathrooms
	Artisan Select	State Rock Walnut	Main Floor, Bathrooms
Carpet			
	DuraSilk	Dune-75903	Bedrooms
Countertops			
	Luna Quartz	Carrara Grey	kitchen & bathrooms
	Luna Quartz	Fools Gold	kitchen & bathrooms

Specifications	Product Name	Color	Location
	Hopewell	Flat Black	All Drawers
Cabinet Hardware			
	Versa Mushroom	Flat Black	All Cabinets
Plumbing Hardware			
	Antoni	Matte Black	Kitchen
Plumbing Hardware			
	Trinsic Single Hole	Matte Black	Bathroom
Plumbing Hardware			
	Trinsic Monitor 14	Matte Black	Bathroom
Shower Insert			
	TSEA Plus	White	Bathroom
Commode			
	Windham Two-Piece Elongated	White	Bathroom

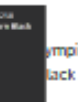
Specifications	Product Name	Color	Location
Bathroom Sink			
	Pozzo Ceramic Vanity Undermount Sink	White	Bathroom
Kitchen Sink			
	Pozzo Stainless Steel Sink	Satin Finish	Kitchen
Garbage Disposal			
	Badger 5 Food Waste Disposer	TBD	Kitchen
Water Heater			
	AeroTherm Series Heat Pump Water Heater	TBD	TBD
Wall Faucet			
	Anti-Siphon Wall Faucet	TBD	Patios
Bath Accessories			
	30" Towel Bar-Swirl	Matte Black	Bathroom
Bath Accessories			
	Robe Hook-Swirl	Matte Black	Bathroom

Specifications	Product Name	Color	Location
Bath Accessories			
	TP Holder-Swirl	Matte Black	Bathroom
Bath Accessories			
TBD	Towel Ring-Swirl	Matte Black	Bathroom
Bath Mirrors			
	Metal Frame Rectangular 24" x 36" Mirror	Black	Bathroom
Lighting			
	Bryson 3 Light 24" Vintage Bronze Vanity Light	Black & Bronze	Upstairs Bathroom
Lighting			
	Bryson 2 Light 15" Vintage Bronze Vanity Light	Black & Bronze	Powder Bath
Lighting			
	Bryson 1 Light 6" Vintage Bronze Mini Pendant Ceiling Light	Black & Bronze	Kitchen Island
Lighting			
	TBD	Black & Bronze	Bedrooms

Specifications	Product Name	Color	Location
Interior Door Hardware			
	Dummy Lever	Black	Interior
Pocket Door Hardware			
	TBD	Black	Interior Pocket Doors
Exterior Door			
	Smooth Fiberglass Door w/Low E Glass	TBD	Front Door
Exterior Door Hardware			
	Modern Handleset	Black	TBD
Exterior Back Door Keypad			
	Samtech T Keyless Entry Smart Lock with Door Handle	Black	Tri-Plexes & 4-Plexes
Exterior House Numbers			
	5" Floating	Gold Powder Coated Finish	Front Door
Appliances			
	36-inch Wide Side-by-Side -25 cu. Ft.	Stainless	Kitchen

Specifications	Product Name	Color	Location
Appliances			
	Electric Range with Self Clean	Stainless	Kitchen
Appliances			
	Microwave Hood Combo with Electronic Touch Controls	Stainless	Kitchen
Appliances			
	Quiet Dishwasher with Boost Cycle	Stainless	Kitchen
Appliances			
	Front Load Washer w/Quick Wash Cycle	Stainless	Laundry
Appliances			
	Electric Wrinkle Shield Dryer	Stainless	Laundry
Wallpaper			
	Grass Vine- (Michele Norris): Spoonflower-Minimal Branches	TBD	Powder Baths
Wallpaper			
	Ferns: Spoonflower-Ferns	TBD	Powder Baths

Specifications	Product Name	Color	Location
Wallpaper			
	Minimalist Foliage Herringbone Style: Spoonflower-Black Vines	TBD	Powder Baths
Dumpster Enclosure			
	Split-Face Colors	Charcoal	TBD
Dumpster EnclosureRoofing			
	Metal Roofing	Basalt	TBD
Roofing			
	Timberline-GAF	Slate	TBD
Gutters & Downspouts			
	Aluminum Gutter	Black	TBD
HardiePlank Siding			
	Select Cedarmill	TBD	TBD
HardiePlank Siding			
	Rusticseries Hardi	Summer Wheat	Front Porch Door Wall Only

Specifications	Product Name	Color	Location
HardShingle			
	Staggered Edge Panel	TBD	TBD
Windows			
	V300 Trinsic Series	Black	TBD
Window Treatments			
TBD	TBD	TBD	TBD
Interior Paint			
	TBD	Alabaster White	TBD
Exterior Paint			
ProMar...	   	Olympic Range, Charcoal Black Fox, Tricorn Black	TBD
Porch Lights			
	Resilience Lanterns	Black/Frosted Glass	Front Porch (Small), Courtyard (Small), Garage (Medium), Back Door (Medium)
Front Ceiling Porch Lights			
	TBD	Black	Front Porch



Thank you!

ROB JANICKI

RJANICKI@THERJGROUP.COM

360-770-4960

GARRETT MICHAEL

ME@GWMICHAEL.COM

425-765-9268

FELICIA MINTO

DIRECTOR@HTSKAGIT.ORG

360-428-0014



City Council Agenda Item

Agenda Item No.: m.3.

Date: October 22, 2025

From: Bill Bullock, Public Works Director

Subject: Construction and Maintenance Agreement - BNSF - Jones/John Liner Railroad Underpass Project

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute a contract with BNSF for the Underpass Construction and Maintenance Agreement (BNSF File No. BF-20524392) and commence with the final construction of the Jones/John Liner underpass RR bridge, including the cost of permanent and temporary easements and ownership transfer fee to BNSF for lifespan maintenance of the bridge.

Council authorizes administrative changes in the Easement Agreement to the governing law of agreement interpretation location as negotiations may allow.

BACKGROUND/SUMMARY INFORMATION:

In 2020, the City began the planning and design of the BNSF rail bridge to support the Jones/John Liner RR Under Crossing project. The City entered into a Phase I agreement with BNSF to install bridge piles and purchase/store bridge components for future installation. The City began design work in spring of 2025 for the extension of John Liner Road that will connect to Jones Road under the bridge. This agreement will initiate Phase II of the construction of the BNSF bridge. The agreement establishes the roles and responsibilities of each party's obligations, grants easement rights under the bridge to the City, and temporary construction easements required to establish the road over and across BNSF right of way totaling \$87,663. The City is also required to pay BNSF a lump sum fee for the lifespan maintenance of the bridge of \$394,445, due upon substantial completion of the bridge.

FISCAL IMPACT, IF APPROPRIATE:

Within 60 days of the execution of this agreement, the city is obligated to make payment for the temporary construction easement, permanent easement, and administrative fee totaling \$87,663.00 to be paid from the TBD Fund.

Assuming final construction of the bridge occurs during spring of 2026, the lump sum fee for the lifespan maintenance of the bridge of \$394,445 will be due upon substantial completion of the bridge.

ATTACHMENTS:

1. BF-20524395_John Liner Underpass_Sedro-Woolley_982840U

UNDERPASS CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No. BF-20524392

Sedro-Woolley, WA DOT 982840U John Liner Street Underpass
Sumas Subdivision, Line Segment 403, Milepost 87.33

This Agreement ("**Agreement**"), is executed to be effective as of _____ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), the City of Sedro-Woolley, a political subdivision of the State of Washington ("**City**"),

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Sedro-Woolley, County of Skagit, State of Washington; and

WHEREAS, The City desires to construct a new crossing at separated grades to be known as John Liner Underpass, D.O.T. No. 982840U and

WHEREAS, BNSF will construct certain portions of the railroad underpass structure on behalf of The City at The City's sole cost and expense; and

WHEREAS, the City requested BNSF procure certain bridge component materials for the construction of the railroad underpass in advance of this Agreement for which the City agrees to reimburse BNSF in-full for the cost of said materials by invoice upon the execution of this agreement; and

WHEREAS, upon completion of construction, the City will have ownership of and responsibility for the maintenance, operation and repair of the completed John Liner roadway, slopes, sidewalks, pier protection, drainage, lighting, and other facilities thereto, and

WHEREAS, the existing Sapp Road underpass currently designated as U.S. DOT No. 085100P, Sumas Subdivision, LS 403—MP 87.402, shall be permanently closed to public use upon completion of the Roadway Project and the placing in service of said Underpass; and

WHEREAS, the City is acquiring, from BNSF, a permanent easement for the construction and use of the underpass; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1) The term "**Project**" as used herein includes any and all work related to the construction of the proposed John Liner Underpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to roadways, curbs, sidewalks, telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls During Construction and Maintenance" of the Uniform Traffic Control Devices Manual, U.S. Department of Transportation.

ARTICLE II) BNSF OBLIGATIONS

In consideration of the covenants of The City set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Ten Thousand and One Hundred and Thirty Two and No/100 Dollars (\$10,132), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way; and
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the City use of the Project; and
 - C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the City use of the Project; and
 - D. Require the City or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) 17 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Seventy Five Thousand and Thirty One and No/100 Dollars (\$75,031), such payment to be made within sixty (60) days of issuing the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 2)** BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, with such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of the City, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:
- A.** Procurement of materials, equipment and supplies necessary for the railroad work, including those items procured prior to the execution of this Agreement; and
 - B.** Preliminary engineering, design, and contract preparation; and
 - C.** Furnishing flagging services as required and set forth in further detail on Exhibit C; and

- D. Engineering and inspection as required in connection with the construction of the Project, including any inspection of material fabrication, as may be necessary; and
 - E. Construction of the Structure, bracing, track and apparatus thereto, with respect to BNSF standard plans, at the City expense; and
 - F. Removal of enough dirt and earthen material necessary to construct the Structure. All other material shall be excavated and removed by the City and/or its contractor, subject to the Plans and Specifications accepted by BNSF in the form of Exhibit E; and
 - G. Providing a contract project coordinator, at the City expense, to serve as a project manager for the Project.
- 3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4) the City agrees to reimburse BNSF for work of an emergency nature caused by the City or its contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of the City and the City agrees to fully reimburse BNSF for all such emergency work.
- 5) BNSF may charge the City for insurance expenses, including self-insurance expenses when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 6) During the construction of the Project, BNSF will send the City progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement, including material procured and railroad work performed for the Project prior to execution of this Agreement. the City must reimburse BNSF for completed force-account work within thirty (30) days of receiving invoices for such work.

Upon completion of the Project, within ninety (90) days BNSF will send the City a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 6 herein, the City must pay the final invoice within thirty (30) days of receipt of the invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit

terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute, as submitted to BNSF in writing, and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to the City under this section.

ARTICLE III) **CITY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, The City agrees as follows:

- 1) the City shall submit, to BNSF, via electronic format or hard copy, Plans and Specifications for the highway/roadway portion of the Project. Said Plans (reduced size 11" x 17"), together with copies of calculations, and copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give the City final written approval of the Plans and Specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the Plans and Specifications, said Plans and Specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the Plans and Specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the Plans and Specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the Plans and Specifications or construction is structurally sound and appropriate or that such Plans and Specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
- 2) the City must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) The City must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the Plans and Specifications for the Project.
- 4) The City must acquire all rights-of-way necessary for the construction of the Project. The City also grants BNSF, at no cost to BNSF, the right to access, use and occupy the respective rights-of-way within the vicinity of the Project area, for purposes of material and equipment storage, or as may be necessary to perform the railroad work described herein. In the event BNSF must independently obtain other third-party lease or access agreements, the City agrees to reimburse BNSF in-full for reasonable costs relating to such agreements and restoration of the lease area.
- 5) The City must make any and all arrangements, in compliance with BNSF's Utility Accommodation Policy, for the installation or relocation of wire lines, pipe lines and

other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF, which may be necessary for the construction of the Project.

- 6) The City must construct the Project as shown on the attached Exhibit A and do all work ("The City's Work") provided for in the Plans and Specifications for the Project, except railroad work that will be performed by BNSF hereunder. The City must furnish all labor, materials, tools and equipment for the performance of The City's Work. The principal elements of The City's Work are as follows:
- A. All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way, roadway approaches and slopes thereto; and
 - B. Removal and disposal of all excavated dirt and earthen material beyond what is necessary for BNSF to construct the bridge. All excavated material shall be disposed at an approved BNSF facility or as approved by BNSF; and
 - C. Install and maintain a non-grouted, rip-rap slope under the bridge. The City will seek approval from the designated BNSF representative prior to placing rip-rap, as well as when modifying or maintaining the slope in the future, as may be necessary; and
 - D. Install and maintain a BNSF accepted form of pier protection; and
 - E. Provide and maintain suitable drainage, both temporary and permanent; and
 - F. As BNSF may determine necessary, installation of a fence and/or access roads along BNSF's right-of-way, with a gate thereto, in order to provide BNSF with permanent access for maintenance of the Structure; and
 - G. Provide appropriate vehicle and pedestrian control during construction; and
 - H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF; and
 - I. Provide final redline as-built drawings to BNSF upon completion of the Project.
- 7) The City must apply and maintain said D.O.T. Crossing number 982840U and vertical clearance signage in a conspicuous location on the Structure.
- 8) The City's Work, whether construction of the Project or future maintenance thereafter, must be performed by The City or The City's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

- 9) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the City, the City shall require the subcontractors to execute the Exhibit C documents. Prior to performing any future maintenance with its own personnel, the City shall: comply with all of BNSF's applicable safety rules and regulations; require any City employee performing maintenance to complete the safety training program at the BNSF's Internet Website "<https://bnsfcontractor.com/>"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 10) Following construction, any portion of the Structure, structural or otherwise, damaged by vehicular traffic, shall be repaired by the City at the City's sole cost and expense. Repairs to structural components shall be performed at the direction of BNSF. Repairs shall be made within 30-days of written notification, unless an alternative timeline is agreed to in writing by BNSF. If repairs are emergency in nature, or are not performed in a timely manner, BNSF reserves the right to make repairs and rebill the City as may be necessary, for which the City will reimburse BNSF in-full.
- 11) In order to prevent damage to BNSF trains and property, The City must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, The City must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) The City or its contractor(s) must submit any plans (calculations in **English Units**) for proposed shoring or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring or cribbing used by The City' contractor shall comply with BNSF Bridge Requirements set forth on Exhibit E attached to this Agreement and incorporated herein. Additionally, the shoring and cribbing must comply with all applicable requirements promulgated by state, federal, and City, departments, commissions and other legislative bodies.
- 13) The City must include the following provisions in any contract with its contractor(s) performing work on said Project:
- A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's designated engineering representative, BNSF's signal representative and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when

working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- B. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- C. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to The City or BNSF until these items are completed.
- D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL APPLY ONLY TO THE EXTENT OF THE NEGLIGENCE OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, AND WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against BNSF, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

- 13)** The City must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction or future maintenance of the Project, or the specifications therefor (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by The City for the Project will be pursuant to a contract or contracts to be let by The City, and all such contracts must include the following:
- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with Plans and Specifications approved by BNSF;
 - B. Changes or modifications during construction that affect safety or BNSF operations will be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. To facilitate scheduling for the Project, The City shall have its contractor give BNSF's designated engineering representative 8-weeks advance notice of the proposed times and dates for work windows. BNSF and The City' contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
 - E. The Plans and Specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F.
- 15) the City must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, the City must notify BNSF's Manager of Public Projects, in writing, of the date on which the City, the City and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.
- 16) **TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON, THE CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF,**

RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) THE CITY BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO THE CITY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO THE CITY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) THE CITY OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY THE CITY, OR (VII) AN ACT OR OMISSION OF THE CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY the City WILL APPLY ONLY TO THE EXTENT OF THE NEGLIGENCE OF the City, ITS AGENTS OR EMPLOYEES, AND THIS WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by The City' employees against BNSF, its agents, servants, employees or otherwise, and The City expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

ARTICLE IV) **JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following. Unless otherwise expressly stated, the mutual agreements below are between BNSF and the City:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications.

- 2) The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed Plans and Specifications approved by BNSF.
- 3) The City must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) the City (or any of its contractors) performs the Project work in a manner contrary to the Plans and Specifications approved by BNSF; (ii) the City (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) the City fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by the City or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Easement, BNSF may immediately terminate the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages, or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

William Bullock, PE
Public Works Director
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
bullock@sedro-woolley.gov
(360)855-0771

- 5) The City must supervise and inspect the operations of all the City contractors to ensure compliance with the Plans and Specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by the City personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until the City corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Mike Briggs for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, the City must reimburse BNSF in full for the actual costs of all work expenses, both direct and indirect, performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

Additionally, the City shall pay the net present value cost of Three Hundred and Ninety-Four Thousand, Four Hundred and Forty-Four Dollars and No/100 (\$394,445) (hereinafter referred to as "**The City Share**") toward the lifespan maintenance and one-time future reconstruction of the Structure. Payment to BNSF for the Structure BNSF will own and maintain under this Agreement shall be made upon substantial completion, inspection and acceptance of the Structure by BNSF.

- 7) All expenses detailed in statements sent to the City pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, contract preparation, material procurement or labor costs related to railroad work described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) BNSF and the City mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.
- 9) Subject to the restrictions imposed by Article IV, Section 8 above, the construction of the Project will not commence until the City gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF File No. BF-20493358 and must state the date that the City construction activities will begin.

10) In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and The City agree to the following terms upon completion of construction of the Project:

- A. BNSF, its successors and assigns, at its sole cost and expense, will accept, own, and maintain its roadbed, track, railroad drainage, and all other railroad track facilities located with the BNSF operating corridor.
- B. City will own, at its sole cost and expense, the John Liner roadway, slopes, sidewalks, pier protection, drainage, lighting, and other facilities thereto, and any access roadways or gates installed pursuant to this Agreement. BNSF may, at its option relative to the impact to railroad operations, perform emergency repairs and will notify the City at the earliest opportunity, for which the City must fully reimburse BNSF.
- C. Pursuant to The City Share payment as described in Article IV, Section 6, BNSF will own and maintain, at BNSF sole cost and expense, the structural components of the Structure constructed under this Agreement.
- D. The City must, at City's sole cost and expense, keep the Structure painted and free from graffiti.
- E. The City must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- F. It is expressly understood by The City and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- G. City must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- H. If the City (including its contractors) performs (i) alterations or modifications to the Structure/Project, or (ii) any maintenance or other work on the Structure/Project with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then the City or its contractors must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only **BNSF** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**BNSF**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, The City' contractors may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to the contractors. The limits of coverage are the same as above.

- 11) City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes.
- 12) the City must provide electronically transmittable as-built plans (prepared in English Units) of the Project to BNSF. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, drawings and specifications, and drainage plans. All improvements and facilities must be shown.
- 13) Subject to the restrictions imposed by Article IV, Section 8 above and in accordance with the requirements of Article III, Section 9 above, The City must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for INSPECTION OR MAINTENANCE purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, The City must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. The City will be responsible for its contractor(s) compliance with such obligations.
- 14) In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full

right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the responsibility of BNSF.

- 15) The City may, at the City's sole expense, alter or reconstruct the roadway components of the Project if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.
- 16) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of BNSF and the City. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 17) In the event construction of the Project does not commence within twenty four (24) months of the Effective Date, this Agreement will become null and void.
- 18) Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 19) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 20) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and The City with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 21) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF's Manager Public Projects
1310 W 11th Street



Sedro-Woolley, WA DOT 982840U John Liner Underpass

Vancouver, WA 9660

City of Sedro-Woolley
Public Works Director
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

[SIGNATURE PAGE 1 OF 1]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF SEDRO WOOLLEY

By: _____

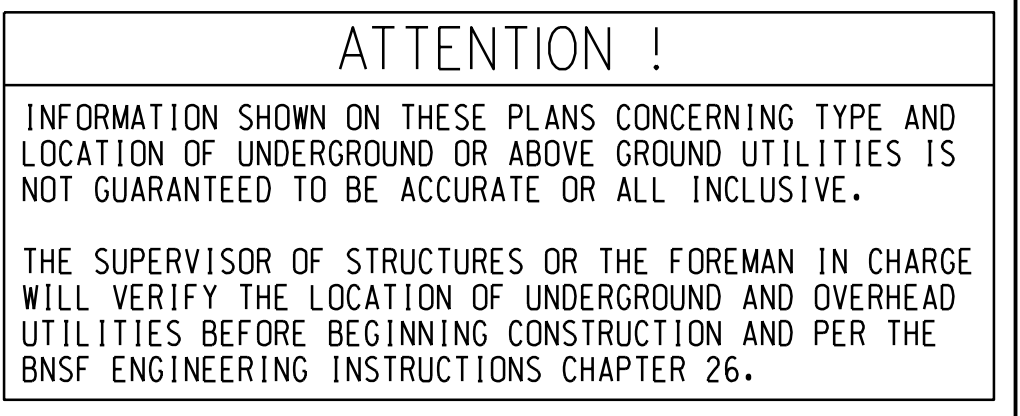
Printed Name: _____

Title: _____



EXHIBIT A

[PLAN OVERVIEW]



1. DESIGN LOADING : COOPER E80 WITH DIESEL IMPACT.
2. NEW CONSTRUCTION SHOWN IN HEAVY LINES.
3. BRIDGE STATIONING AND ELEVATIONS BASED ON REICHHARDT & EBE ENGINEERING INC. SURVEY CONTROL DATED JAN. 19, 2021.

BENCHMARK:
#10245 MONUMENT: 61.70'
BNSF ALIGNMENT - STATION 11+01.64; 298.92' RT
JONES AND JOHN ALIGNMENT - STATION 44+52.90, 26.73' LT
N: 555638.5200
E: 1300287.1880

#2314 MAG NAIL AND SHINER: 63.50'
BNSF ALIGNMENT - STATION 10+76.84; 96.97' LT
JONES AND JOHN ALIGNMENT - STATION 40+59.14, 64.20' LT
N: 555681.0916
E: 1299892.8088

#10111 REBAR AND CAP: 61.89'
BNSF ALIGNMENT - STATION 9+71.81; 225.40' LT
JONES AND JOHN ALIGNMENT - STATION 39+15.57, 13.67' RT
N: 555604.9350
E: 1299748.3163

1. BNSF STANDARD BRIDGE & COMPONENT PLANS ISSUED MARCH 1, 2021.
2. BNSF CONTRACT #BF10017772 ISSUES XXX X, 2021.

1. PILES SHALL BE DRIVEN TO REFUSAL, IF POSSIBLE OR TO A MINIMUM ULTIMATE RESISTANCE OF 250 TONS, AS DETERMINED BY THE MODIFIED ENGINEERING NEWS-RECORD FORMULA AS PER THE BNSF ENGINEERING INSTRUCTIONS 17.2.6.
2. ESTIMATED PILE LENGTH BELOW CUTOFF = 90'.
3. ALL PILES ARE TO BE DRIVEN W/ REINF. TIPS (PILE POINTS).
4. PILE SPACING SHOWN ARE AT PILE CUTOFF ELEVATIONS.
5. SYMBOL X:12 DENOTES DIRECTION AND AMOUNT OF PILE BATTER.

TABLE OF EST. LIFTING WEIGHTS		
ITEM	MARK NO.	ESTIMATED WEIGHT (LBS)
ABUTMENT, VERTICAL CURB	A30-1VB	25,860
WING WALL	W30-V	4,790
DBL. BOX BEAM W/ VERT. CURB W/ CONC. WALK	B30-3410-VC	60,262
DBL. BOX BEAM W/ VERT. CURB W/ CONC. WALK	B42-4410-VC	94,150
DBL. BOX BEAM W/ VERT. CURB W/ CONC. WALK	B30-3110-VC	55,072
PRECAST CONCRETE STEPPED BENT CAP	C12-1	23,380

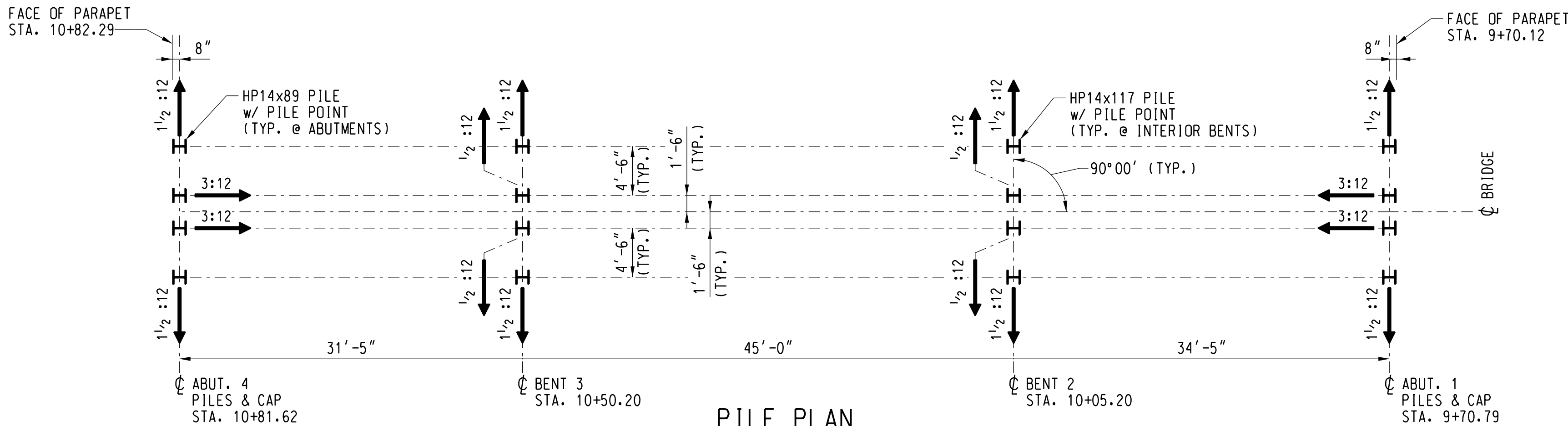
LIST OF DRAWINGS - BR. 87.33 A	
PLAN NO.	TITLE
0403-0087.330-001	GENERAL PLAN - BUILD BRIDGE
0403-0087.330-002	SECTIONS A-A AND B-B
0403-0087.330-003	SECTION C-C
0403-0087.330-004	BILL OF MATERIAL AND TOEBOARD DETAILS

LOCATION	TOP/TIE	TOP/CAP	PILE CUTOFF	T/T TO PILE CUTOFF
ABUT. 1	84.74	80.93	78.93	5'-9 $\frac{3}{4}$ "
BENT 2S	85.12	81.31	77.64	7'-5 $\frac{3}{4}$ "
BENT 2N	85.12	80.31	77.64	7'-5 $\frac{3}{4}$ "
BENT 3S	85.62	80.81	78.14	7'-5 $\frac{3}{4}$ "
BENT 3N	85.62	81.81	78.14	7'-5 $\frac{3}{4}$ "
ABUT. 4	85.96	82.15	80.15	5'-9 $\frac{3}{4}$ "

NOTE:

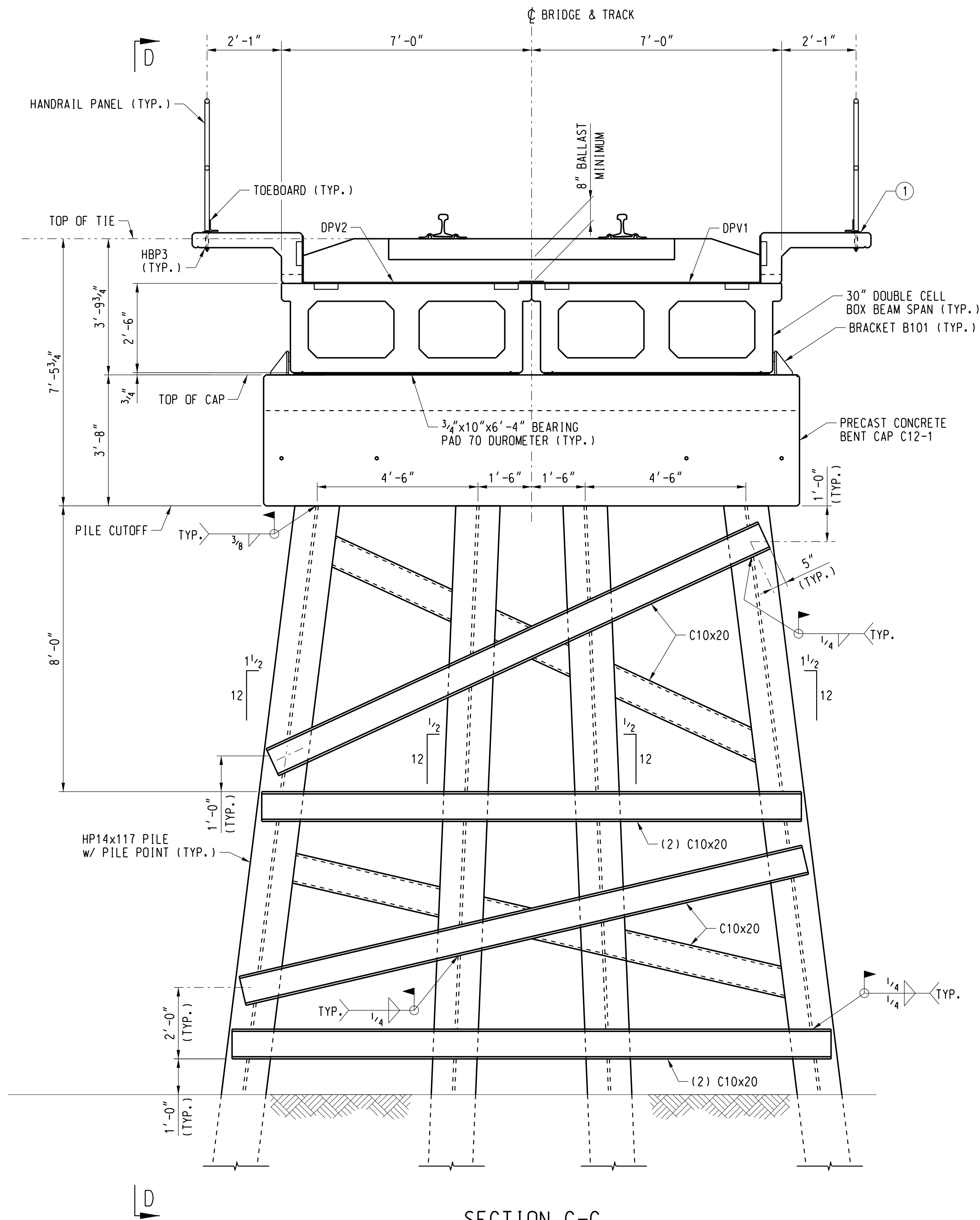
1. SEE SHEET 2 FOR SECTIONS A-A AND B-B.
2. SEE SHEET 3 FOR SECTION C-C.
3. OVERHEAD POWERLINES TO BE SHIFTED OR REMOVED, AS REQUIRED FOR SUBSTRUCTURE AND SUPERSTRUCTURE INSTALLATION.

DES: TJA	 BRIDGE ENGINEERING KANSAS CITY, KS APPROVED:  ASST. DIRECTOR STRUCTURES DESIGN	BURLINGTON, WA TO SUMAS, WA	
DRAWN: KRH		BRIDGE NUMBER 87.33 A	
CHECK: DFM		OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA	
DATE: APR. 2021		GENERAL PLAN - BUILD BRIDGE	
PLAN: 333449		PLAN NO: 0403-0087.330-001	SHEET: 1 OF 4
LINE SEG: 0403			

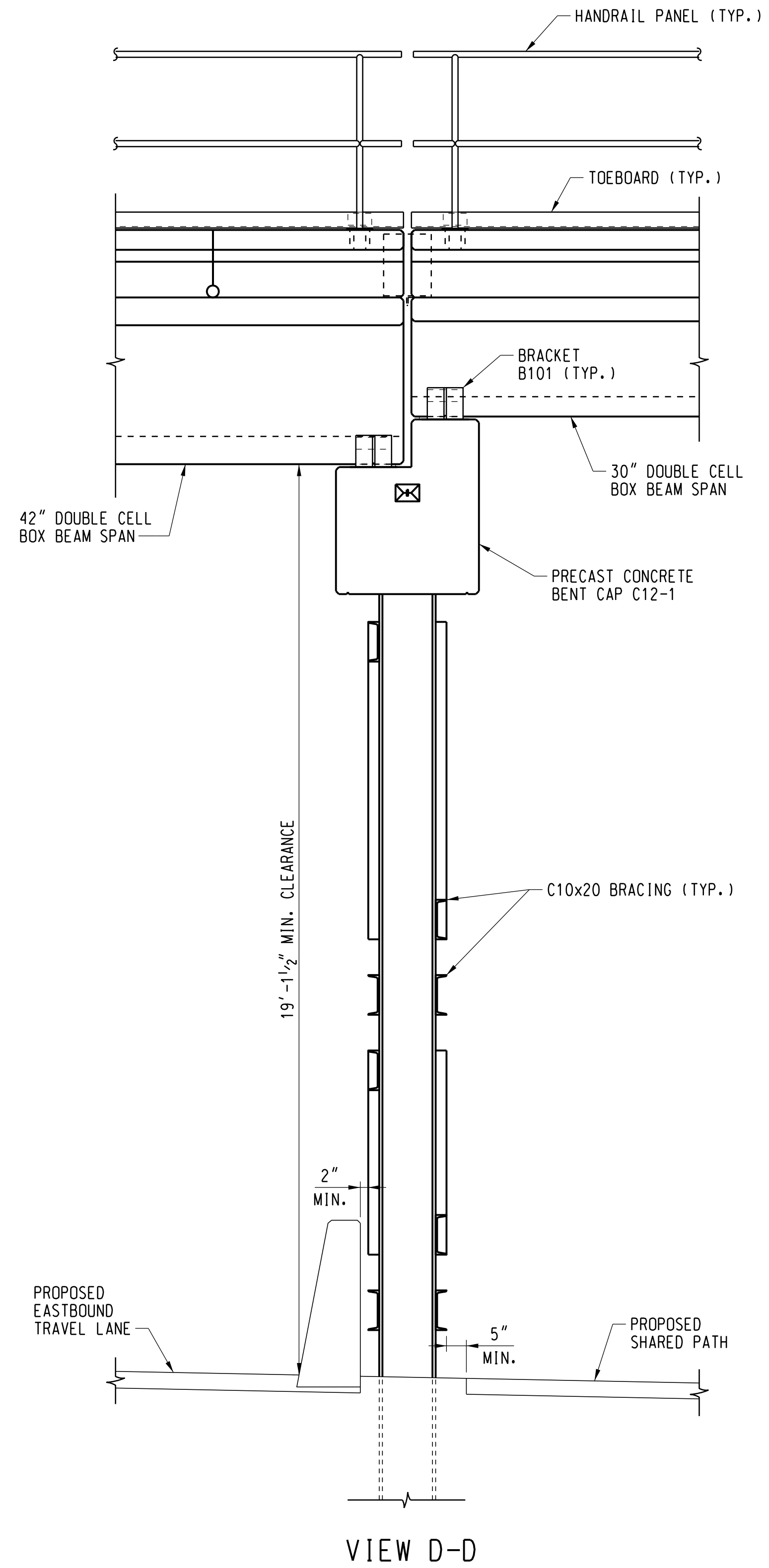




- | | | | |
|-----------------|---|-----------------------------|-----------------------|
| DES: TJA | 
BRIDGE ENGINEERING KANSAS CITY, KS | BURLINGTON, WA TO SUMAS, WA | |
| DRAWN: KRH | | BRIDGE NUMBER 87.33 A | |
| CHECK: DFM | | OVER JONES-JOHN LINER RD | NEAR SEDRO WOOLEY, WA |
| DATE: APR. 2021 | | SECTIONS A-A AND B-B | |
| PLAN: 333449 | | | |
| LINE SEG: 0403 | APPROVED: 
ASST. DIRECTOR STRUCTURES DESIGN | PLAN NO: 0403-0087.330-002 | SHEET: 2 OF 4 |



SECTION C-C
SEE SHEET 1 FOR LOCATION OF SECTION C-C

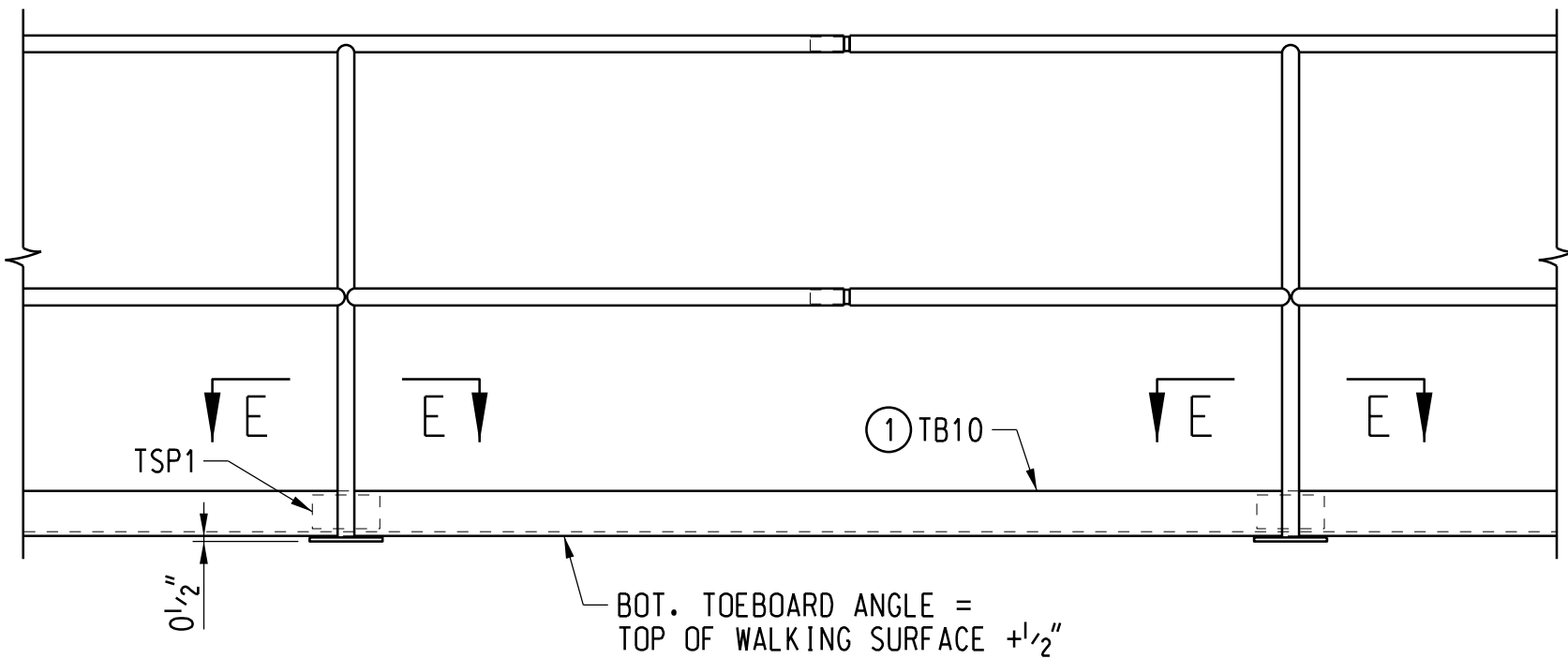


VIEW D-D

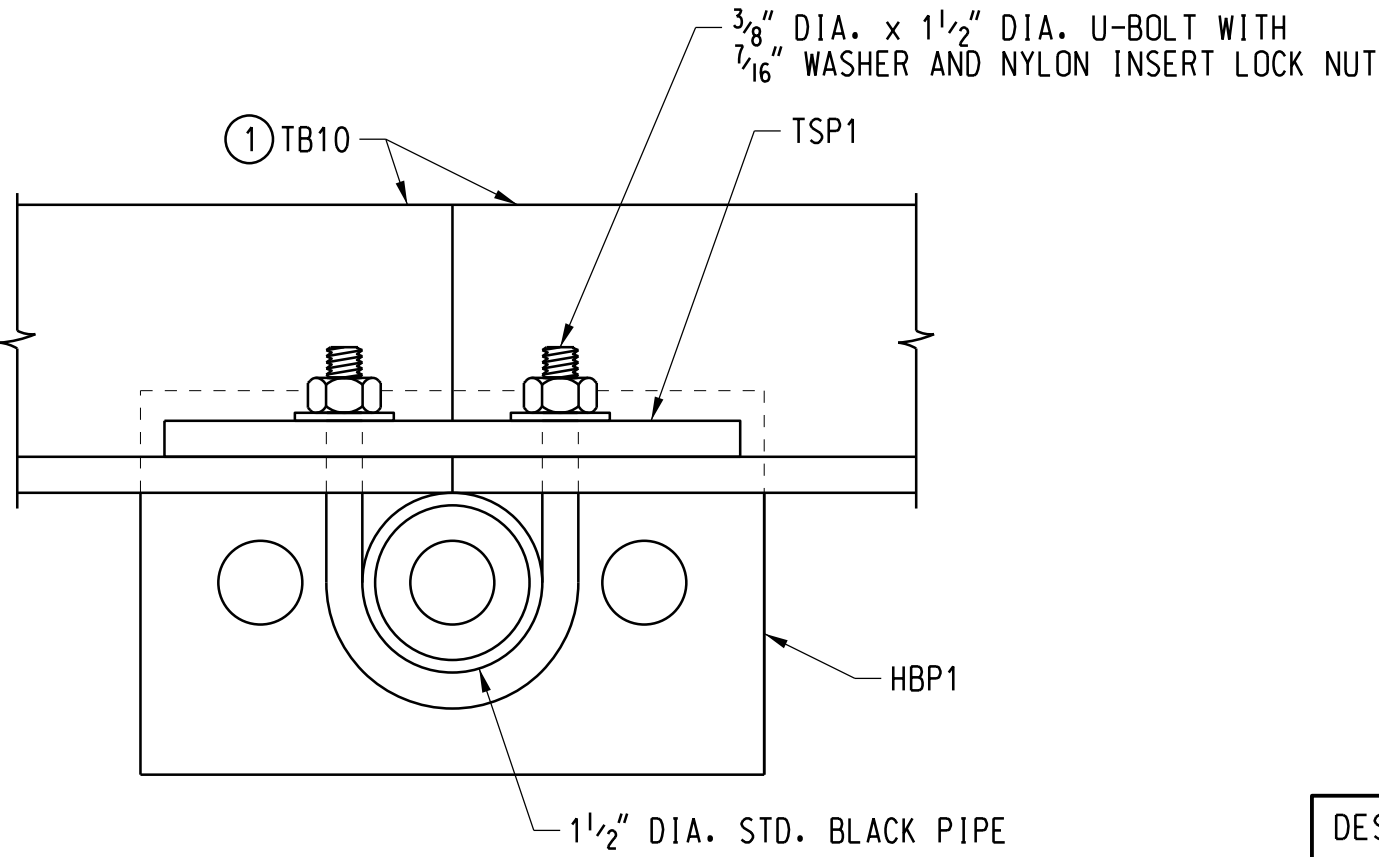
- ① FASTEN HANDRAIL PANEL TO CONCRETE WALK WITH:
2 ~ 3/4" DIA. x 7" BOLTS
4 ~ WASHERS (1 3/16" I.D. x 1 1/16" O.D.)
2 ~ LOCK NUTS, CENTER LOCKING, ZINC PLATED
1 ~ HANDRAIL BASE PLATE HBP3

DES: TJA		BURLINGTON, WA TO SUMAS, WA	
DRAWN: KRH		BRIDGE NUMBER 87.33 A	
CHECK: DFM		OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA	
DATE: APR. 2021		SECTION C-C	
PLAN: 333449		PLAN NO: 0403-0087.330-003	
LINE SEG: 0403	APPROVED: ASST. DIRECTOR STRUCTURES DESIGN	SHEET: 3 OF 4	

BILL OF MATERIAL							
ITEM	QUAN.	UNIT	DESCRIPTION	MARK	SIZE	LENGTH	REMARKS
1	42,720	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x89	60'-0"	ASTM A572 GR.50
2	56,160	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x117	60'-0"	ASTM A572 GR.50
3	21,360	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x89	30'-0"	ASTM A572 GR.50
4	28,080	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x117	30'-0"	ASTM A572 GR.50
5	16	EA.	PILE POINTS	HB-77750			
6	6,400	LBS.	CHANNEL BRACING (16 PCS.)		C10x20	20'-0"	ASTM A36
7							
8	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B30-3110-VC	30"x84"	31'-10"	PER STD. PLAN 0000-1212-01 & 02
9	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B42-4410-VC	42"x84"	44'-10"	PER STD. PLAN 0000-1213-01 & 02
10	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B30-3410-VC	30"x84"	34'-10"	PER STD. PLAN 0000-1212-01 & 02
11							
12	2	EA.	PRECAST CONC. ABUTMENT CAP	A30-1VB		18'-6"	PER STD. PLAN 0000-1120-01
13	4	EA.	PRECAST CONC. WINGWALL	W30-V			PER STD. PLAN 0000-1121-04
14	2	EA.	PRECAST CONC. STEPPED BENT CAP	C12-1	44"x36"	15'-0"	PER STD. PLAN 0000-1110-05
15							
16	4	EA.	DECK PLATE, GALV.	DPV1			PER STD. PLAN 0000-1910-04
17	4	EA.	DECK PLATE, GALV.	DPV2			PER STD. PLAN 0000-1910-04
18							
19	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP31-1-0606-W	1½" DIA.	23'-11¾"	PER STD. PLAN 0000-1222-03
20	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP20-0-0606-W	1½" DIA.	12'-4¼"	PER STD. PLAN 0000-1222-02
21	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP31-0-0606-W	1½" DIA.	22'-4¼"	PER STD. PLAN 0000-1222-03
22	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP30-0-0606-W	1½" DIA.	22'-4¼"	PER STD. PLAN 0000-1222-03
23	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP21-0-1000-W	1½" DIA.	15'-10¼"	PER STD. PLAN 0000-1222-02
24	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP20-1-1000-W	1½" DIA.	17'-5¾"	PER STD. PLAN 0000-1222-02
25	30	EA.	HANDRAIL PANEL BASE PLATE	HBP3			
26	16	EA.	WASHER, GALV.	W100	4" x ¾"	0'-4"	PER STD. PLAN 0000-1910-05
27	4	EA.	BRACKET	B100			PER STD. PLAN 0000-1910-05
28	8	EA.	BRACKET	B101			PER STD. PLAN 0000-1910-05
29	65	EA.	BOLT, A307, GALV.		¾" DIA.	7"	HANDRAIL PANEL TO CONCRETE WALK
30	65	EA.	NUT, CTR. LOCKING, ZINC PLATED		¾"		HANDRAIL PANEL TO CONCRETE WALK
31	130	EA.	WASHER, FLAT, ROUND, GALV.		13/16" I.D. x 1 7/16" O.D.		HANDRAIL PANEL TO CONCRETE WALK
32	12	EA.	TOEBOARD	TB10-0-1000-P	4"x3"x3/8"	10'-0"	PER STD. PLAN 0000-1222-04
33	4	EA.	TOEBOARD	TB10-1-0705-P	4"x3"x3/8"	7'-5½"	PER STD. PLAN 0000-1222-04
34	2	EA.	TOEBOARD	TB10-1-1011-P	4"x3"x3/8"	10'-11½"	PER STD. PLAN 0000-1222-04
35	4	EA.	TOEBOARD	TB10-2-0705-P	4"x3"x3/8"	7'-5½"	PER STD. PLAN 0000-1222-04
36	2	EA.	TOEBOARD	TB10-2-1011-P	4"x3"x3/8"	10'-11½"	PER STD. PLAN 0000-1222-04
37	30	EA.	TOEBOARD SPLICE PLATE		3/8" x 3"	0'-6"	THRU TOEBOARD @ HANDRAIL POSTS
38	30	EA.	U-BOLT, A307, GALV.		3/8" DIA. x 1½" DIA.		THRU TOEBOARD SPLICE PLATE AND TOEBOARD @ HANDRAIL POSTS
39	65	EA.	NUT, CTR. LOCKING, ZINC PLATED		3/8"		FOR U-BOLT
40	65	EA.	WASHER, FLAT, ROUND, GALV.		7/16" I.D. x 1 1/16" O.D.		FOR U-BOLT
41							
42	8	EA.	PAD, URETHANE, DUROMETER 70		¾" x 10"	6'-4"	BEARING AREA
43	4	EA.	PAD, URETHANE, DUROMETER 70		¾" x 10"	5'-6"	BEARING AREA
44	24	EA.	PREMOLDED JOINT FILLER ASPHALT IMPREGNATED		½" x 28"	6'-4"	BETWEEN END OF BEAMS AND BETWEEN END OF BEAMS AND ABUTMENT WALL
45	8	EA.	PREMOLDED JOINT FILLER ASPHALT IMPREGNATED		½" x 40"	5'-6"	BETWEEN END OF BEAMS ON SIDE OF 42" BOX BEAM
46							
47	2	EA.	BRIDGE NUMBER SIGN	87.33			DETAIL PLAN 3103.01.04 (TRACK STD.)
48	8	EA.	SIGN POST			6'-0"	DETAIL PLAN 3001.01.09 (TRACK STD.)
49	6	EA.	DANGER NO TRESPASSING SIGN		18" x 24"		DETAIL PLAN 3070.01.05 (TRACK STD.)
SUPERVISOR TO FURNISH: HARDWARE FOR SIGNS AS REQUIRED, ZINC RICH BRIDGE PAINT, EPOXY AND GROUT FOR BEARING PADS, IF REQUIRED.							

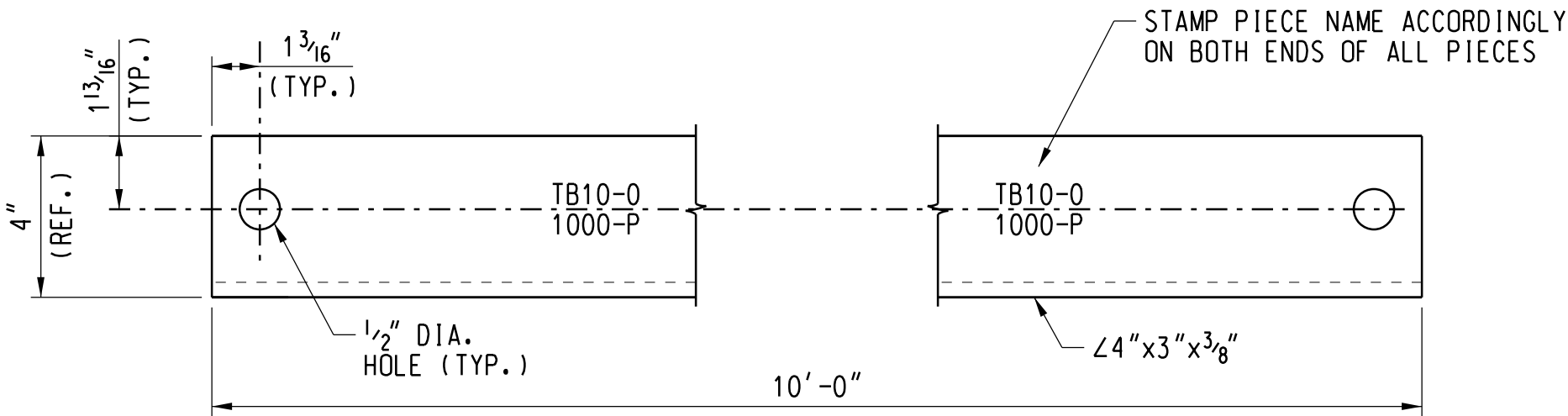


WALKWAY OVER ROADWAY/WALKING PATH



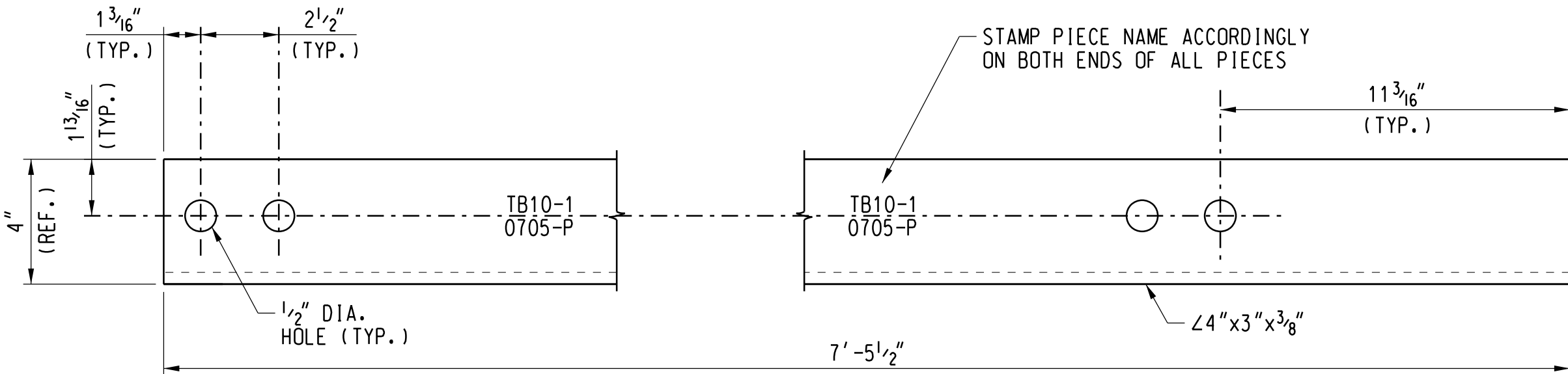
SECTION E-E

① 4" LEG TO BE VERTICAL WHEN INSTALLED.



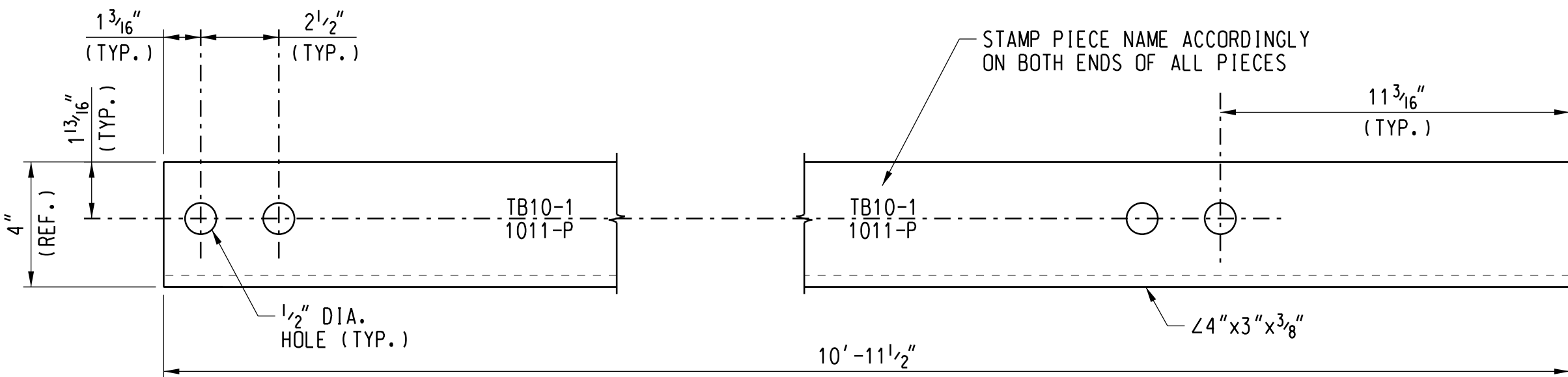
TOEBOARD TB10-0-1000-P

WEIGHT = 85 LBS.



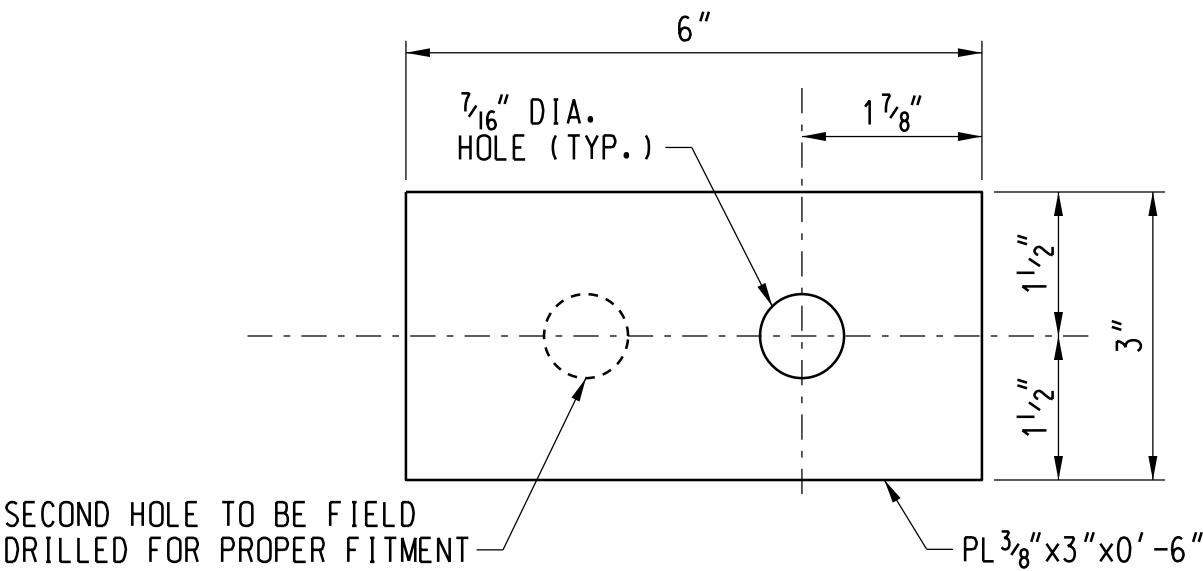
TOEBOARD TB10-1-0705-P AND TB10-2-0705-P

TB10-1-0705-P SHOWN. TB10-2-0705-P OPPOSITE HAND.
WEIGHT = 63 LBS.



TOEBOARD TB10-1-1011-P AND TB10-2-1011-P

TB10-1-1011-P SHOWN. TB10-2-1011-P OPPOSITE HAND.
WEIGHT = 93 LBS.



TOEBOARD SPLICE PLATE TSP1

WEIGHT = 2 LBS.

DES: TJA	 BRIDGE ENGINEERING KANSAS CITY, KS APPROVED:  ASST. DIRECTOR STRUCTURES DESIGN	BURLINGTON, WA TO SUMAS, WA BRIDGE NUMBER 87.33 A OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA BILL OF MATERIAL AND TOEBOARD DETAILS	
DRAWN: KRH		PLAN NO: 0403-0087.330-004	SHEET: 4 OF 4
CHECK: DFM			
DATE: APR. 2021			
PLAN: 333449			
LINE SEG: 0403			

**EASEMENT AGREEMENT
FOR JOHN LINER STREET UNDERPASS**

THIS EASEMENT AGREEMENT FOR JOHN LINER STREET ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2025 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **CITY OF SEDRO-WOOLLEY**, a political subdivision of the State of Washington ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Sedro-Woolley, County of Skagit, State of Washington, at Mile Post 87.31, as depicted on **Exhibit "A"** attached hereto and described on **Exhibit "A-1"** made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") under the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 **Surrender of Premises.**

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF SEDRO-WOOLLEY, a political subdivision of the
State of Washington

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = S62096
R/W =

E Jones Rd

Jones Rd

PCL-29

PCL-27

PCL-28

100.90'(S)

33.27'(S)

10.16'(S)

80.55'(S)

73.56'(S)

25.43'(S)

37.30'(S)

126.43'(S)

MP 87.31
48.514453, -122.238028

PCL-26A

PCL-26

Sapp Rd

Coates Ln

LEGEND:

- EASEMENT AREA
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

NORTHWEST DIVISION
SUMAS SUBDIVISION - L.S. 0403-2
VAL.SEC. 51050
NP RY WA-09, MAP 16
SEC. 13/24, T35N, R4E WILLM
DATE: 9/18/2025
MP 87.31

AT: SEDRO-WOOLEY
SKAGIT COUNTY,
WA

EXHIBIT "A-1"

EXHIBIT A

ACCESS EASEMENT

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, AND WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" BRASS DISK WITH A PUNCHMARK MARKING THE QUARTER CORNER COMMON TO SAID SECTIONS 13 AND 24, FROM WHICH A 2" BRASS DISK WITH PUNCHMARK STAMPED "2009 SKAGIT SURVEYORS LS17651" MARKING THE SOUTHWEST CORNER OF SAID SECTION 13 AND THE NORTHWEST QUARTER OF SAID SECTION 24 BEARS NORTH 89°30'38" WEST, A DISTANCE OF 2629.93 FEET;

THENCE NORTH 89°30'38" WEST ALONG SAID NORTHWEST QUARTER, A DISTANCE OF 251.21 FEET TO THE **POINT OF BEGINNING** ON THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 11°05'43" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 50.87 FEET TO AN ANGLE POINT, SAME BEING ON THE SOUTHERLY MARGIN OF JOHN LINER ROAD RIGHT-OF-WAY;

THENCE SOUTH 89°30'38" EAST, ALONG THE COMMON LINE OF SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AND SAID JOHN LINER ROAD RIGHT-OF-WAY, A DISTANCE OF 25.43 FEET TO AN ANGLE POINT IN SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, FROM WHICH A 1/2" REBAR WITH PLASTIC CAP MARKED "PSE LS40525" FOUND ON SAID SOUTHERLY MARGIN OF JOHN LINER ROAD RIGHT-OF-WAY BEARS SOUTH 89°30'38" EAST, A DISTANCE OF 204.75 FEET;

THENCE SOUTH 11°05'43" WEST, ALONG SAID EASTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 15.09 FEET;

THENCE NORTH 87°31'00" WEST, A DISTANCE OF 126.43 FEET TO A POINT ON THE WESTERLY MARGIN OF SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, SAME BEING THE EASTERLY MARGIN OF SAPP ROAD;

THENCE NORTH 11°05'43" EAST, ALONG SAID WESTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 51.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 78°01'15" WEST, A DISTANCE OF 2242.01 FEET;

THENCE ALONG SAID WESTERLY MARGIN AND SAID CURVE, THROUGH A DELTA ANGLE OF 0°15'35", FOR AN ARC DISTANCE OF 10.16 FEET TO THE NORTH SECTION LINE OF SAID SECTION 24;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 0°21'17", FOR AN ARC DISTANCE OF 13.88 FEET;

THENCE SOUTH 87°31'00" EAST, A DISTANCE OF 100.91 FEET TO THE EASTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 11°05'43" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 10.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,898 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, WASHINGTON STATE.

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2025, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **CITY OF SEDRO-WOOLLEY**, a political subdivision of the State of Washington ("**Grantee**") whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Skagit County, Washington as depicted on **Exhibit "A"** attached hereto and described on **Exhibit "A-1"** made a part hereof and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2025 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

CITY OF SEDRO-WOOLLEY, a political
subdivision of the State of Washington

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2025, by _____ (name) as
_____(title) of _____, a
_____.

Notary Public

My appointment expires: _____

(Seal)

EXHIBIT "A"

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = S62096
R/W =

E Jones Rd

Jones Rd

PCL-29

PCL-27

PCL-28

100.90'(S)

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MP 87.31
48.514453, -122.238028

PCL-26A

PCL-26

Sapp Rd

Coates Ln

LEGEND:

- EASEMENT AREA
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

NORTHWEST DIVISION
SUMAS SUBDIVISION - L.S. 0403-2
VAL.SEC. 51050
NP RY WA-09, MAP 16
SEC. 13/24, T35N, R4E WILLM
DATE: 9/18/2025
MP 87.31

AT: SEDRO-WOOLEY
SKAGIT COUNTY,
WA

EXHIBIT "A-1"

EXHIBIT A

ACCESS EASEMENT

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, AND WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 89°30'38" EAST, ALONG THE COMMON LINE OF SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AND SAID JOHN LINER ROAD RIGHT-OF-WAY, A DISTANCE OF 25.43 FEET TO AN ANGLE POINT IN SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, FROM WHICH A 1/2" REBAR WITH PLASTIC CAP MARKED "PSE LS40525" FOUND ON SAID SOUTHERLY MARGIN OF JOHN LINER ROAD RIGHT-OF-WAY BEARS SOUTH 89°30'38" EAST, A DISTANCE OF 204.75 FEET;

THENCE SOUTH 11°05'43" WEST, ALONG SAID EASTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 15.09 FEET;

THENCE NORTH 87°31'00" WEST, A DISTANCE OF 126.43 FEET TO A POINT ON THE WESTERLY MARGIN OF SAID BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, SAME BEING THE EASTERLY MARGIN OF SAPP ROAD;

THENCE NORTH 11°05'43" EAST, ALONG SAID WESTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 51.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 78°01'15" WEST, A DISTANCE OF 2242.01 FEET;

THENCE ALONG SAID WESTERLY MARGIN AND SAID CURVE, THROUGH A DELTA ANGLE OF 0°15'35", FOR AN ARC DISTANCE OF 10.16 FEET TO THE NORTH SECTION LINE OF SAID SECTION 24;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 0°21'17", FOR AN ARC DISTANCE OF 13.88 FEET;

THENCE SOUTH 87°31'00" EAST, A DISTANCE OF 100.91 FEET TO THE EASTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 11°05'43" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 10.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,898 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, WASHINGTON STATE.

(Seal)

Exhibit C & C1

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
-
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule, and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway

may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- E.** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Government.or The City against the Railway which arise out of Contractor's work under this Agreement.
- F.** The Contractor must notify **(Agency)** at () _____ and Railway's Manager Public Projects, telephone number () _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- G.** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered

professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and

other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eRailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards

set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B.
- C. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- D. Flagging services will be performed by qualified Railway flaggers.

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the

flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocketknives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipelines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, there shall be no work performed until the exact location has been determined. There will be no exceptions to these instructions.

- C.** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D.** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

- A.** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

9) Personal Injury Reporting

- A.** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- | | |
|---|--|
| ☐ Passenger on train (C) | ☐ Non-employee (N)
<i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| ☐ Contractor/safety | ☐ Contractor/non-safety sensitive (G) |
| ☐ Volunteer/safety sensitive (H) | ☐ Volunteer/other non-safety sensitive (I) |
| ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates | |
| ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates | |
| ☐ Non-trespasser (J) - Off railroad property | |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
 Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)	(Employee No.)	(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- ☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: _____

The City Project: _____

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, with for the performance of certain work in connection with the following project: BNSF File No. BF-20493358. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **the City** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **This obligation shall not include such claims, costs, damages, or expenses which may be caused by the**

sole negligence of Railway or its contractors, agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence or other acts or omissions of (a) Railway, its contractors, agents or employees and (b) Contractor, its subcontractors, agents or employees, this provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.

- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**
- C. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**
- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.**

- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

1. Commercial General Liability “CGL” Insurance

1. The policy will provide a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 1. Bodily Injury and Property Damage
 2. Personal Injury and Advertising Injury
 3. Fire legal liability
 4. Products and completed operations
2. This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 1. definition of “Insured Contract” will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY’s property.
 2. Waiver of subrogation in favor of and acceptable to RAILWAY; and
 3. Additional insured endorsement in favor of and acceptable to RAILWAY and

include coverage for ongoing operations and completed operations; and

4. Separation of insureds; and
5. The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
3. It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
4. No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

2. Business Automobile Insurance

1. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 1. Bodily injury and property damage
 2. Any and all vehicles owned, used or hired
2. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 1. Waiver of subrogation in favor of and acceptable to RAILWAY;
 2. Additional insured endorsement in favor of and acceptable to RAILWAY;
 3. Separation of insureds;
 4. The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

3. Workers Compensation and Employers Liability Insurance

1. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 1. Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law,

the insurance must cover all employees anyway.

2. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
2. This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 1. Waiver of subrogation in favor of and acceptable to Railway.

4. Railroad Protective Liability insurance

1. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 1. Endorsed to include the Pollution Exclusion Amendment
 2. Endorsed to include the Limited Seepage and Pollution Endorsement.
 3. Endorsed to remove any exclusion for punitive damages.
 4. No other endorsements restricting coverage may be added.
 5. The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 6. Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

1. Other Requirements:

1. Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
2. Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their

right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

3. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
4. Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
5. Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

6. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
7. Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

8. If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
9. Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
10. Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
11. If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
12. Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
13. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
14. In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
15. These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound

thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

16. For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided*, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments.

Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E.** Contractor and its subcontractors must give Railway's representative () () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title: Manager Public Projects

Title:_____

Date:_____

Date:_____

Accepted and effective this _____ day of 20__.

Contact Person:_____

Address:_____

City:_____

State:_____

Zip:_____

Fax:_____

Phone:_____

E-mail:_____

EXHIBIT D

<i>Description</i>	<i>Cost</i>
<i>Inspector / Coordinator Services – 50 Days Estimated</i>	<i>\$75,750</i>
<i>Railroad Work – Track and Bridge Labor / Material</i>	<i>\$340,620</i>
<u>Total</u>	<i>\$416,370</i>

AUTHORITY FOR EXPENDITURE

LOCATION : SEDRO WOOLLEY	LINE SEGMENT : 403	AFE NUMBER :
PLANITEM NUMBER : 101842004	MILEPOST : 87.33	RFA NUMBER : 5903226
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960025
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : SUMAS	BUDGET YEAR : 2026
JOINT FACILITY : SEDRO-WOOLEY	TRACK TYPE : 9	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : WA	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSP NWW DIV SUMAS SUB LS 403 MP 87.33 - SEDRO-WOOLLEY WA 982840U JOHN LINER GRADE SEPARATION UNDERPASS -
INSPECTOR/COORDINATOR SERVICES FOR JOHN LINER UNDERPASS IN THE CITY OF SEDRO WOOLLEY. 100% BILLABLE TO SEDRO-
WOOLEY.

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
101842004	403	87.33	87.33	9	SEDRO	SEDRO WOOLLEY	INSPECTOR / COORDINATOR	2026

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	0	0
MATERIAL COSTS	0	0	0	0	0	0
OTHER COSTS	0	0	0	0	75,750	75,750
TOTALS	0	0	0	0	75,750	75,750

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5903226
COSTING DATE: 01/01/2026

PRINTED ON: 07/18/2025
ESTIMATED BY: SMITH2
PRINTED BY: SMITH2

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
SEDRO-WOOLEY

LOCATION SEDRO WOOLLEY

DETAILS OF ESTIMATE

PLAN ITEM : 101842004

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSP NWW DIV SUMAS SUB LS 403 MP 87.33 - SEDRO-WOOLLEY WA 982840U JOHN LINER GRADE SEPARATION UNDERPASS -
INSPECTOR/COORDINATOR SERVICES FOR JOHN LINER UNDERPASS IN THE CITY OF SEDRO WOOLLEY. 100% BILLABLE TO SEDRO-
WOOLEY.

REQUESTED BY KYLE LEATHAM ON 7/11/25

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
TOTAL LABOR COST		0	0
***** MATERIAL *****			
TOTAL MATERIAL COST		0	0
***** OTHER *****			
INSPECTOR COORDINATOR	50.0 DAY	75,000	
TOTAL OTHER ITEMS COST		75,000	75,000
PROJECT SUBTOTAL			75,000
CONTINGENCIES			0
BILL PREPARATION FEE			750
GROSS PROJECT COST			75,750
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			75,750

Estimator: WOODLEY 2024 BRIDGE DEPARTMENT BASE ESTIMATE
REBUILD BRIDGE - CLASS 7

Eng Div: NWE
Item No.:

B&B Sup: GORDON CC: 14931
L.S.: 403
Mile Post: 87.3
Description: SET NEW BRIDGE AT JONES ROAD

Date: 8/20/2024

	CAP MH	OPR MH	Capital	Operating	Total
Contracted Services			\$79,000		
Equipment Rental			\$9,000		
Bridges, Trestles, & Culverts					
0 cu yd fill			\$0		
Labor - place fill	0.0		\$0	\$0	
1200 cu yd excavation					
Labor - excavate	240.0		\$8,950	\$0	
Labor - adjust bridge slopes	0.0		\$0	\$0	
0 LF Steel Piles			\$0		
0 EA Pile Points			\$0		
Labor - drive steel piles	0.0		\$0	\$0	
0 EA Concrete Caps - Sgl			\$0		
Labor - place sgl caps	90.0		\$3,360	\$0	
0 EA Concrete Caps - Dbl			\$0		
Labor - place dbl caps	0.0		\$0	\$0	
0 LF Steel Bracing			\$0		
Labor -place steel bracing	120.0		\$4,470	\$0	
2 EA Concrete Full Parapet			\$15,410		
Labor - place full parapets	61.0		\$2,270	\$0	
0 LF Concrete Voided Slab			\$0		
0 LF Concrete Slab			\$0		
0 LF Concrete Void Box			\$0		
Labor - place spans	93.6		\$3,490	\$0	
0 EA Precast Concrete Wingwall			\$0		
Labor - place wingwalls	20.0		\$750	\$0	
Neo. Pad & Adhesive			\$780		
Labor - place neo. pad	11.7		\$440	\$0	
0 LBS Structural Steel			\$0		
Labor - place structural steel	0.0		\$0	\$0	
0 LF Grip Strut Walk & Railing			\$0		
Labor - place walk & railing	60.0		\$2,240	\$0	
Apron Plates			\$0		
Labor - place apron plates	2.0		\$70	\$0	
Purchase Expense (8 %)			\$1,300		
Sales Tax (7.1 %)			\$1,150		
Labor - move in & set up	87.1		\$3,250	\$0	
Labor - shift bridge deck	0.0		\$0	\$0	
Labor - pilot & flagging	0.0		\$0	\$0	
Labor - finalize bridge	240.0		\$8,950	\$0	
0 Spans Falsework Material			\$0		
Labor - place and remove falsework	0.0		\$0	\$0	

Labor	- remove old bridge	0.0		\$0	\$0	
Acct. Total =				\$56,880	\$0	\$56,880

SUMMARY OF ALL ABOVE ITEMS

TOTAL MH

LABOR - unload material =	87.1	0.0	\$3,250	\$0	87.1
LABOR - drive piles =	0.0	0.0	\$0	\$0	0.0
LABOR - place caps =	151.0	47.7	\$5,630	\$1,780	198.7
LABOR - prepare for changeout =	360.0	113.7	\$13,420	\$4,240	473.7
LABOR - place spans =	107.3	71.5	\$4,000	\$2,670	178.8
LABOR - finalize project =	320.0	101.1	\$11,930	\$3,770	421.1

TOTAL OF ABOVE LABOR SUMMARY =	1025.4	334.0	\$38,230	\$12,460	1359.4
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RAW MATERIAL = \$16,190
OTHER (contracted services) = \$79,000
OTHER (equipment rental) = \$9,000

Ties		CAP	OPR			
0 EA Track Ties		MH	MH	\$0		
Labor - replace track ties		0.0	0.0	\$0	\$0	
Material Additive (8 %)				\$0		
Sales Tax (7.1%)				\$0		
Acct. Total =				\$0	\$0	\$0

Rail & O.T.M.		CAP	OPR			
162 TF Track Panels		MH	MH	\$32,240		
4 EA Transition Rails (30')				\$5,380		
Labor - place track panels & rail		64.8	0.0	\$2,420	\$0	
0 EA Track Spikes				\$0		
0 TF O.T.M.				\$0		
Labor - remove & replace rail		0.0	44.8	\$0	\$1,670	
4 EA Weld Kits				\$310		
Labor - place track welds		35.2	0.0	\$1,310	\$0	
Material Additive (8 %)				\$2,600		
Sales Tax (7.1 %)				\$2,310		
Acct. Total =				\$46,570	\$1,670	\$48,240

Ballast		CAP	OPR			
83 Cu Yd Ballast (139		NT)		\$1,250		
Labor - unload ballast		16.6	0.0	\$620	\$0	
Acct. Total =				\$1,870	\$0	\$1,870

Work Train		CAP	OPR			
0 Days Work Train Service - Fuel		MH	MH	\$0		
Labor - work train (3 man)		0.0	0.0	\$0	\$0	
				\$0	\$0	\$0

Equipment Maintenance		CAP	OPR			
0 Days Equipment Maintenance - Material		MH	MH	\$0		
Labor - equipment maintainer		0.0	0.0	\$0	\$0	
				\$0	\$0	\$0

Signal		CAP	OPR			
	0 Days Signal Maintainer - Material	MH	MH	\$0		
	Leased Vehicle			\$0		
	Labor - signal maintainer	0.0	0.0	\$0	\$0	
				-----	-----	-----
				\$0	\$0	\$0

BASE ESTIMATE TOTAL =	=====	=====	=====
	\$193,320	\$14,130	\$207,450

Additives	(Capital)	(Operating)			
Business Expense %	44	44	\$18,740	\$6,220	
Labor Additive %	230	42	\$97,960	\$5,930	
Transportation			\$170		
Contingencies %	2	2	\$3,870	\$280	
			-----	-----	-----
			\$120,740	\$12,430	\$133,170

ROUGH BASE + ADDITIVES ESTIMATE TOTAL =	=====	=====	=====
	\$314,060	\$26,560	\$340,620

(total labor =)	\$42,590	\$14,130	\$56,720
(total 6 man crew days =)	19	6.3	25.3
 (total B&B MH =)	 1025.4	 334.0	
(total B&B 6 man crew days =)	17.1	5.6	
 (price / f t=)	 \$2,804	 \$237	 \$3,041

EQUIPMENT RENTAL ITEMIZATION						
LINE NO.	EQUIPMENT DATA		RENTAL DATA			TOTALS
	QUANTITY	EQUIPMENT DESCR.	NO. OF UNITS	TIME UNITS	UNIT RATE	
1.	2	misc. small equip	15	DAYS @	\$300	\$9,000
2.				"		\$0
3.				"		\$0
4.				"		\$0
5.				"		\$0
6.				"		\$0
7.				"		\$0
8.				"		\$0
TOTAL FOR EQUIPMENT RENTAL =						\$9,000

CONTRACTED SERVICES ITEMIZATION				
LINE NO.			UNIT RATE	TOTALS
	QUANTITY	DESCRIPTION		
1.	1	Transportation	LS	\$4,000
2.	1	Barnhardt Off Track Cranes	LS	\$75,000
3.			LS	\$0
4.			LS	\$0
5.			LS	\$0
6.			LS	\$0
7.			LS	\$0
8.			LS	\$0
TOTAL FOR CONTRACTED SERVICES =				\$79,000

EXHIBIT E



Richard Scott
Asst. Dir. Public Projects

BNSF Railway Company
80—44th Avenue NE
Minneapolis, MN 55421
Phone: (763) 782-3492
richard.scott2@bnsf.com

[Date]

Re: Final Approval of Plans and Specifications dated _____, drafted by _____. (**hereinafter called, the “Plans and Specifications”**)

[Name]:

This letter serves as BNSF RAILWAY COMPANY’s (“BNSF”) final written acceptance of the Plans and Specifications covering the construction of the **John Liner Street Underpass Project**. This final written acceptance is given to the Washington Department of Transportation (“Agency”) pursuant to Article III, Section 1 of that certain Agreement between BNSF and Authority **BF-20524395** of which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Authority must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the acceptance contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by Agency or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

Richard Scott
BNSF Railway
Assistant Director Public Projects

EXHIBIT F

Grade Separations

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the demolition and construction of the John Liner Street Structure/Project.
- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* Plans and Specifications for that portions of the Project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.
- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The City shall be the main contact for BNSF throughout the project. The City shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals).

The City shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. The City will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:
Concept, vertical profile of roadway surface to bottom of Structure, 30% plans and final plans.

The following submittals will require a Professional Engineer, (PE) stamp:
Hydraulic study

Work covered by a submittal shall not be performed in field without receiving acceptance* from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of The City design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The City shall be the main contact for BNSF throughout the project. The City shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from The City' Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by The City or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 The City must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to The City, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain.

BNSF will not accept submittals directly from the Contractor.

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to: Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

- Critical Pick Plan (75% of capacity of crane, or multi-crane pick)
- Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track
- Demolition Plan
- Temporary Shoring Plan
- Bracing Design Plan (non-standard only per DOT)

For overpasses, The City shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

3.01.05 OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and The City representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring.** Some submittals are required to be sealed by a licensed professional engineer.
 - a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans

- d. Additional OC submittals required, but not included in the Guidelines are:
- i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
 - ii. Contingency plans
 - iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a Resident Engineer (RE) will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II may be assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- The City shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.
- 3.01.05 Prior to any work commencing on BNSF right of way:
 - Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.
 - Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.
- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.



City Council Agenda Item

Agenda Item No.: m.4.

Date: October 22, 2025

From: Thomas Glover, Community Development Director

Subject: Grant & Development Agreement - RJ Group - Skagit County Economic Development

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to execute the attached grant and development agreement between the City of Sedro-Woolley and the RJ Group to allow the distribution of economic development funds awarded by Skagit County for the infrastructure construction that supports the Batey Square project.

BACKGROUND/SUMMARY INFORMATION:

Earlier this year, the County Commissioners of Skagit County issued a call for applications for projects to be considered for funding through the County's Economic Development Public Facility grant program. The City was approached by The RJ Group to submit an application for funding to be used for the construction of infrastructure that would support a project that combines multiple purposes: construction of affordable housing, and the creation of a new Boys & Girls Club facility. The new Boys & Girls Club facility will occupy most of the first floor commercial space of the development.

This past summer, on July 9th, Council approved a motion to accept the Skagit County Economic Development Public Facility award, and request that Mayor Julia Johnson sign the Interlocal Agreement with the County.

Before you now, is the agreement between the City of Sedro-Woolley and The RJ Group that allows the City to reimburse The RJ Group for expenses incurred for the construction of the infrastructure improvements identified in Exhibit C of the attached agreement.

FISCAL IMPACT, IF APPROPRIATE:

There is no local match requirement, other than the cost of administration of the grant management and reporting. This will operate as pass-through funding.

ATTACHMENTS:

1. Dev Agreement RJ Group & City - Batey Square 101625 TG
2. Dev Agreement RJ Group & City - Batey Sq LOI B&G Club 101725

**GRANT AND DEVELOPMENT AGREEMENT
BETWEEN
CITY OF SEDRO-WOOLLEY AND THE RJ GROUP, LLC**

THIS GRANT AND DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025 between the City of Sedro-Woolley (the “City” or “Grant Agency”) and The RJ Group, LLC, a Washington limited liability company (the “Developer”) pursuant to the authority granted by Section 82.14.370 RCW, and an INTERLOCAL AGREEMENT between the City and Skagit County.

RECITALS

WHEREAS: the City has determined that construction of public facilities, workforce housing, and commercial space for Boys and Girls Clubs of Skagit County are important for the economic development of the City; and

WHEREAS, construction of new frontage improvements on Hodgin Street to include street widening, sidewalks, curb, gutter, stormwater vault and improvements, sewer and water utilities, and safe pedestrian access along the west side of Hodgin Street is important for economic development of the City; and

WHEREAS, leveraging available grant funding to accomplish the above without impact to the City’s budget is important for economic development of the City;

NOW THEREFORE, in consideration of the mutual benefits the parties do hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. Purpose: The purpose of the agreement is to distribute economic development funds pursuant to RCW 82.14.370.
2. Incorporation by reference: The source of the grant funds is an economic development award from Skagit County to City. The terms of the grant are set out in an Interlocal Agreement between the City and Skagit County. A copy of the Interlocal Agreement is attached hereto as **Exhibit A**. All terms of the attached Interlocal Agreement are terms of this Agreement and binding on the Developer.
3. Scope of Work: All parties will only use the funds distributed under this agreement as allowed by RCW 82.14.370 and only for the Public Facility Project described in City’s Economic Development Application, which is attached as **Exhibit B**. The County’s grant was for economic development only. The infrastructure project is further described in **Exhibit C** (the “Infrastructure Project”). The infrastructure project will facilitate the construction of a multi-story building, sometimes referred to as Batey Square (the “Property”), a portion of which building will be devoted to commercial use and another portion of which will be occupied by Boys and Girls Clubs of Skagit County.

4. Condition to any funding: No funding will be distributed under this Agreement unless and until a fully signed Letter of Intent (“LOI”) has been executed between Developer and Boys and Girls Clubs of Skagit County for space in Batey Square with minimum square footage of approximately 7,145 square feet interior and approximately 1,887 square feet exterior, which is attached as Exhibit F. The terms of occupancy, commencement date, and termination date of the LOI shall be subject to the approval of City, and such approval shall not be unreasonably withheld. The Developer and Boys and Girls Clubs of Skagit County are proceeding in good faith toward finalization of the lease agreement consistent with the LOI and will be finalized closer to construction completion of Batey Square. A memorandum of the lease shall be filed of record with the Skagit County Auditor.
5. Payment: If the condition of Paragraph 4 has been satisfied, and if County compensates City a maximum of \$750,000 chargeable to GL expenditure code# 342 58502544109, then City will compensate Developer infrastructure costs for completed and accepted work up to the limit paid by County to City. The City shall have no obligation to compensate Developer if City is not compensated by County. Developer shall submit an invoice describing the use of funds to be distributed by the City and the City upon receipt of appropriate documentation and payment from County shall distribute a portion of the awarded funding as determined by the City Agreement Representative described in Paragraph 8 of this Agreement. However, such payments shall not occur more often than monthly, through the City voucher system. The City Agreement Representative has the sole discretion of determining what appropriate documentation is required in order for Developer to receive a distribution of funds under this Agreement. A tentative timeline for the infrastructure project is attached as **Exhibit D**. A tentative draw request timeline for the infrastructure project work is **Exhibit E**.
6. Return of funds: Developer agrees to return any and all funds provided under this agreement, including any penalties and interest, if the funds are used outside the limitations set forth in Paragraphs 2 and 3.
 - 6.1. Use of funds outside the limitations in Paragraphs 2 and 3 include (A) any finding, by the city, county or other state or federal agency, that the funds distributed pursuant to this agreement violate any state or federal laws or regulations, and (B) Developer using the funds for a purpose other than what was originally described in its application of funds.
 - 6.2. If there is a finding as described in Paragraph 6.1, Developer agrees to hold City and County harmless and indemnify City and County for any losses arising from the distributing of such funds to Developer contrary to state or federal law.
7. Independent parties: The parties agree that Developer is an independent contractor and not an employee, or agent of City or County. Developer hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that it is an employee or agent of City or County. Developer will defend, indemnify and hold harmless the City and County, their officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of

the provisions of this Agreement. Further Developer represents that all its employees are covered under Industrial Insurance in compliance with RCW Title 51.

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

8.1. The City's representative shall be Community Development Director:

Thomas Glover
325 Metcalf Street
Sedro-Woolley, WA 98284

8.2. The Developer's representative shall be:

Garrett Michael
3225 Woburn Street
Suite 270
Bellingham, WA 98226

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

9. Defense & Indemnity Agreement: Developer agrees to defend, indemnify and save harmless the City and County, their appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon either the City or the County, their elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Developer, its officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City or County, as the case may be, their appointed or elected officials or employees. No liability shall attach to the City or County by reason of entering into this Agreement, except as expressly provided herein. Developer's insurance shall be primary. Any insurance or self-insurance maintained by the City or County, their officers, officials, employees or volunteers shall be excess of Developer's insurance and shall not contribute to it. For the purposes of the indemnity of this paragraph Developer waives the immunity of Title 51 RCW.

10. Effective date: This Agreement shall become effective upon execution per Resolution No. R20250142. Work on the project shall be substantially complete, and this Agreement shall expire May 1, 2027. For the purposes of this paragraph, the term “substantially complete” shall mean “when the Agreement work has progressed to the extent that the City has full use and benefit of the public facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total Agreement. Developer shall warrant the work for two years and shall convey the work to City by Bill of Sale in a form acceptable to City.
11. No assignment: Developer shall not assign any interest in this Agreement and shall not transfer any interest in same without prior written City consent.
12. Necessary personnel: Developer will secure, at its own expense, all personnel required in performing the work under this Agreement. Developer shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the City and County harmless from any claims related thereto.
13. Right to Review: This Agreement is subject to review by the State Auditor’s office. The City and County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by City or County agents or employees, and inspection of all records of other materials, which they deem pertinent to the Agreement and its performance. Developer shall preserve and maintain all financial records relating to this project under this Agreement for 3 years after Agreement termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.
14. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, “This project received funding from Skagit County,” or similar language acknowledging Skagit County’s funding contribution. Further, Developer shall notify the City and County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Developer shall also make efforts to verbally acknowledge the County’s and City’s contributions to the project at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.
15. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement, then Developer shall submit a “Statement of Intent to Pay Prevailing Wages” prior to submitting a first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the City and County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by Developer for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the Department.

16. Nondiscrimination: During the performance of this Agreement, Developer shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

16.1. Nondiscrimination in Employment: Developer shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

17. Compliance with Applicable Law: The Developer shall comply with, and the City and County are not responsible for determining compliance with any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Developer noncompliance or refusal to comply with any law or policy, the City may rescind, cancel, or terminate the Agreement in whole or in part. The Developer is responsible for any and all costs or liability arising from their failure to comply with applicable law.

18. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

19. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

20. Termination of Agreement for Cause:

20.1. If, through any cause, Developer shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if it shall violate any of its covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Developer describing such default or violation. Further, in the event it fails to expend funds under this Agreement in accordance with State or Federal laws and/or the provisions of the agreement, the City reserves to right to recapture funds expended to Developer for noncompliance.

20.2. The City may unilaterally terminate all or part of this Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

21. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Developer shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
22. No assignability: Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Developer.
23. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Developer or its staff shall be its sole responsibility.

SPECIAL TERMS AND CONDITIONS AS TO DEVELOPER

24. Legal Existence and Authority: Developer is Washington Limited Liability Company (UBI #603 406 535) duly formed, validly existing and in good standing in the State of Washington. Developer has the capacity and authority to enter into this Agreement without the approval or consent of any other person or entity. Developer has obtained all approvals necessary to enter into this Agreement, and this Agreement has been duly authorized and executed by Developer and the parties signing on behalf of Developer. This includes any approvals needed to avoid any violation of, or default under any term or condition of any agreement, instrument, mortgage, loan agreement or similar document to which Developer is a party.
25. Ownership or Leasehold; Rights to Property: Developer is the sole owner in fee simple of the Property and will convey to Boys and Girls Clubs of Skagit County a valid, subsisting and enforceable Lease of a portion of the Property, minimum 10 years with two 10-year extension options and has the full right to so lease, which lease shall not be terminated without a minimum of sixty days written advance notice to City.
26. Hazardous Substances: Neither Developer nor, to the best of its actual knowledge, any third party has used, generated, manufactured, stored or disposed of any Hazardous Substance (as defined below) in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. To the best of Developer's actual knowledge, (a) the Property is not in violation, nor has been or is currently under

investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, without limitation, soil and groundwater conditions, and (b) there has been no use, generation, manufacture, store or disposal of any Hazardous Substance in, at, on, under, or about the Property that has triggered or is reasonably likely to trigger any monitoring, testing, notification, or remediation obligation under any Environmental Law (as defined below). To the best of Developer's actual knowledge, there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property, and there is not now, nor has there ever been on or in the Property underground storage tanks, or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. The term "Hazardous Substance" means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including without limitation, (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos, (iv) polychlorinated biphenyls, and (v) anything that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Clean Water Act, 42 U.S.C. § 1251 et seq., the Model Toxics Control Act (Ch. 70A.305 RCW), the Model Toxics Control Act Cleanup Regulations (Ch. 173-340 WAC), the Solid Waste Management—Reduction and Recycling Act (Ch. 70A.205 RCW), the Solid Waste Handling Standards (Ch. 173-350 WAC) and the Dangerous Waste Regulations (Ch. 173-303 WAC) (collectively, "Environmental Laws").

In addition, Developer has reviewed such records and obtained such information as to satisfy Developer the infrastructure project is located on public property or right of way, to which Developer has adequate rights of use and access to construct the infrastructure project, and construction of the infrastructure project will not cause the release of a hazardous substance. In the event Developer causes a release of a hazardous substance in the construction of the infrastructure project Developer shall be responsible for all costs of clean-up of the release and will defend, hold harmless and pay all claims for damages by any third party or regulatory agency for or on account of the release during the infrastructure project.

27. Mechanic's Liens: Developer has no actual knowledge that there are mechanic's or materialman's liens or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof.
28. Real Property Taxes: Developer has paid or will pay all real property taxes due with respect to the Property for any period of time.
29. Leases and Agreements: There are (a) no leases, licenses, or other agreements permitting possession or occupancy of all or any portion of the Property by any third

party, and (b) no Agreements, licenses, or other agreements for management, operations, services, supplies or materials affecting the use, operation or management of the Property.

30. Non-Foreign Status and Ownership: Neither Developer nor any person comprising Developer is a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended. This provision shall survive Closing.
31. Adverse Property Conditions: To the best of Developer's actual knowledge, there is no material condition of the Property that would prevent the use of any portion of the Property for its development to allow leasing to the Boys and Girls Clubs of Skagit County.
32. No Violations of Law: To Developer's actual knowledge, there is no condition of the Property that violates any applicable law or governmental requirements which would have a material, adverse impact on the use, development or operation of the Property as a multifamily residential property and to lease and provide space for Boys and Girls Clubs of Skagit County.

DATED this ___ day of _____, 2025.

City of Sedro-Woolley

Signature

Date: _____

Print Name

Title – _____

Mailing Address:

325 Metcalf Street
Sedro-Woolley, WA 98284

Telephone No:

DATED this ___ day of _____, 2025.

Developer – The RJ Group, LLC, a Washington Limited Liability Company

Signature

Date: _____

Print Name

Title manager/member/governor

Fed. Tax ID #:

Agreement or Lic. #: 603 406 535

Mailing Address:

The RJ Group

3225 Woburn St

Suite 270

Bellingham, WA 98226

Exhibit A

Interlocal Cooperative Agreement, County & City

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY
BATEY SQUARE DEVELOPMENT**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2025 between Skagit County, Washington (the "County") and City of Sedro-Woolley (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will only use the funds distributed under this agreement as allowed by RCW 82.14.370 and only for the Public Facility Project described in Recipient's Economic Development Application, which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$750,000 chargeable to GL expenditure code # 342 58502544109. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees to return any and all funds provided under this agreement, including any penalties and interest, if the Recipient uses the funds outside the limitations set forth in Paragraph 2.
 - 4.1. Use of funds outside the limitations in Paragraph include (A) any finding, by the county or other state or federal agency, that the funds distributed pursuant to this agreement violate any state or federal laws or regulations, and (B) Recipient using the funds for a purpose other than what was originally described in its application of funds.
 - 4.2 If there is a finding as described in Paragraph 4.1(A), Recipient agrees to hold County harmless and indemnify County for any losses arising from the County distributing such funds to the Recipient contrary to state or federal law.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

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 event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Community Development Director:
Thomas Glover
325 Metcalf Street
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of

entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Agreement shall become effective upon execution per Resolution No. R20250142. Work on the project shall be substantially complete and contract shall expire May 1, 2027. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient's property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages

must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its

covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves the right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

City of Sedro-Woolley

Signature

(Date _____)

Print Name

Title

Mailing Address:

325 Metcalf Street
Sedro-Woolley, WA 98284

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Peter Browning, Commissioner

Attest:

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

Exhibit B
EDI Project Application



Economic Development Public Facility Project Application

Board of County Commissioners · 1800 Continental Place · Mount Vernon WA 98273
voice 360-416-1300 · www.skagitcounty.net

Part 1	Applicant Information		
Organization	City of Sedro-Woolley		
Address	325 Metcalf St.	State	WA Zip 98284
Primary Contact	Thomas Glover	Phone	360-855-9930
E-mail Address	tglover@ci.sedro-woolley.gov		



Part 2	Project Information		
Funding is available for (1) public facilities serving economic development purposes, (2) construction of affordable workforce housing infrastructure and facilities, and (3) personnel in economic development offices. RCW 82.14.370 (4) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.			
Project Name	Batey Square Development	Location	1010 Hodgins Street. Parcels: P37331; P37206
Project Type	Mixed-use development including non-profit commercial space	Start Date	7/1/2025
Description	Batey Square development consists of one five-story mixed-use building with 138 residential units and approximately 15,199 square feet of commercial space. Boys and Girls Clubs of Skagit County will occupy majority of the ground floor retail space with approximately 7,145 SF of interior space and 1,887 SF of exterior fenced space. This development will include a second phase for-sale component consisting of 7 four-unit buildings for a total of 28 carriage homes, and 10 four-unit buildings for a total of 40 town homes.		
Use of funds	Describe the specifics of what funds will be spent on (e.g., labor, equipment, material, etc.): Construction of housing infrastructure consisting of new frontage improvements to include street widening, sidewalks, curb, gutter, stormwater vault and improvements, sewer and water utilities, and safe pedestrian access along the west side of Hodgins Street supporting this development project.		

Part 3	Required Resources		
Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of awarded/committed and pending funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.			
Budget	Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$750,000 for economic development projects and \$1,000,000 for workforce housing projects)		
		\$	\$750,000
	Amount primary sponsor/organization is contributing to the project	\$	\$9,250,000
	Other Funding Source: Construction Bank Financing	\$	\$41,000,000
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Total Project Cost	\$	\$51,000,000

Comments	Describe impact to project if not fully funded: Due to project financing limitations and the high cost of buildout, funding support is critical to ensure the completion of essential public infrastructure and tenant improvements for the Boys and Girls Clubs of Skagit County. A significant contribution from the developer is being committed toward the buildout costs, substantially offsetting expenses and demonstrating strong public-private partnership. This support, combined with additional funding, will greatly reduce the nonprofit's upfront capital burden and ongoing operating expenses, enabling them to focus resources on delivering vital programs and services to local youth in a safe, purpose-built space.
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Part 4	Unsuccessful Funding Requests
Other Sources	Provide other income/funding (sponsorship, grants, donations) applied for but not awarded.
Other Funding Source:	N/A \$ text
Other Funding Source:	N/A \$ text
Other Funding Source:	N/A \$ text

Part 5	Public Facilities (N/A for affordable housing projects or personnel in economic development offices)
Planning	Per RCW 82.14.370(3)(b), the public facility must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans.) The Skagit Comprehensive Economic Development Strategy (CEDS), December 2024 states housing affordability and availability as a "foundational need for residents in Skagit County," and identifies lack of accessible childcare as a major cause of "work disruptions, missed career opportunities, and greater employee turnover" (27). One of the strategies (4.1.3) identified in Skagit CEDS to meet goal 4; to "Preserve and enhance Skagit's. . . quality of life, and appeal to businesses, residents, workers and visitors" is to "Advocate for Skagit County's local jurisdictions to offer incentives for providing on-site childcare in new mixed-use or multifamily developments" (48). Strategy 4.3 also recognizes "housing supply and affordability challenges as central to economic prosperity throughout Skagit County" and encourages the "support of significant expansion of both market-rate and affordable housing across the county as part of CEDS on-going governance and evaluation" (49). Key performance measures to indicate success in this goal include housing units built, housing stock volume, housing prices, and childcare slots needed versus available" (64). This project will support these goals by increasing affordable daycare options through the Boys & Girls Club who will be occupying a large portion of the commercial space on the ground floor of the 5-story mixed use multifamily building. This project also supports housing policies and objectives in Sedro-Woolley's Comprehensive plan, including the Policy H2.5 to "encourage development of housing for low income and first-time homebuyers" and "encourage public, private and non-profit associations efforts. . . within the below and moderate-income housing market" (124), as well as the objective to "Explore strategies to prompt the development of non-assisted affordable housing in the private sector" (127).

Project location	Incorporated Area	Zoning:	Mixed commercial with urban village mixed-use (UVMU) overlay
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Part 6	Value Proposition																
Business	Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known. Yes. The Batey Square development supports both non-profit and private sector employers in Sedro-Woolley. Boys & Girls Clubs of Skagit County, led by President & CEO Ron McHenry, will occupy most of the ground floor commercial space of the Batey Square development. The space will house a new youth services facility and daycare center, including indoor and outdoor areas for programming. Janicki Industries, one of the largest private employers in Sedro-Woolley, currently employs 1,653 full-time workers. CEO Peter Janicki has stated plans to double that number over the next five years, but notes that lack of available housing poses a major hinderance to this goal.																
Jobs	Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs. The Batey Square project will directly contribute to both job creation and job retention by: Creating new positions in childcare and youth programming through the expansion of the Boys & Girls Clubs of Skagit County. These include full-time roles in early childhood education, youth services, and facility operations, supporting local working families and enabling more parents to participate in the workforce. Supporting job retention and expansion at Janicki Industries by increasing the supply of workforce-oriented housing in Sedro-Woolley. With plans to add over 1,600 new full-time positions in the next 5 years, Janicki Industries requires new housing development to retain and attract employees. The current housing shortage threatens the company's ability to meet its workforce expansion goals, and Batey Square helps address this infrastructure need. By integrating community-serving facilities with attainable housing, the Batey Square development acts as a critical public infrastructure investment that directly supports Skagit County's goal of retaining and creating family-wage jobs.																
Job Detail	Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. <i>Generic information may not be scored. Do not include any construction-related jobs.</i> <table border="1"> <thead> <tr> <th></th> <th>Jobs/FTEs Retained</th> <th>Jobs/FTEs Created 1-3 Years</th> <th>Jobs/FTEs Created 4 Years</th> </tr> </thead> <tbody> <tr> <td>Number of Jobs/FTEs</td> <td>138</td> <td>400</td> <td>500</td> </tr> <tr> <td></td> <td>According to Peter Janicki and as shown in his letter, the average salary at his company is \$100,000 with many of their top employees making over \$200,000 annually.</td> <td>Assuming 3% salary inflation, this average salary range after 3 years should increase to a range of \$109,273 to \$218,545.</td> <td>Assuming 3% salary inflation, this average salary range after 4 years should increase to a range of \$112,551 to \$225,102.</td> </tr> <tr> <td>Average Wage/FTE</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Jobs/FTEs Retained	Jobs/FTEs Created 1-3 Years	Jobs/FTEs Created 4 Years	Number of Jobs/FTEs	138	400	500		According to Peter Janicki and as shown in his letter, the average salary at his company is \$100,000 with many of their top employees making over \$200,000 annually.	Assuming 3% salary inflation, this average salary range after 3 years should increase to a range of \$109,273 to \$218,545.	Assuming 3% salary inflation, this average salary range after 4 years should increase to a range of \$112,551 to \$225,102.	Average Wage/FTE			
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Average Wage/FTE																	

Part 7	Project Timeline
Timeline	Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date. Batey Square (phase I) development is nearing building permit issuance and is anticipated to break ground in August 2025. Infrastructure and vertical construction are expected to take 19-21 months, with first move-ins anticipated in month 20. Building Permit RTI: June 1, 2025 Site Construction Start: August 1, 2025 ROW (Right-of-Way) and Frontage Improvements Start (funding being applied for): September 1, 2025 ROW Improvements Complete (minus finished landscaping): January 1, 2026 Building Construction Start: December 1, 2025 Construction Complete / Certificate of Occupancy (CO): May 1, 2027 Phase II Creekside Commons townhomes and carriage homes Complete Pre-application: February 19, 2025 Preliminary BSP Submittal: May 16, 2025 Batey BLA Submittal: June 1, 2025 Clear & Grade Submittal: June 15, 2025 PUD Submittal: June 15, 2025 Construction Stormwater Permit Application: July 1, 2025 SEPA Determination: July 15, 2025 Preliminary BSP Approval: August 1, 2025 Building Permit Submittals: August 15, 2025 Batey BLA Approval: September 1, 2025 Construction Stormwater Permit Approval: September 15, 2025 Clear & Grade RTI: October 1, 2025 Dirt Work Start: October 1, 2025 Final BSP Recorded: November 1, 2025 Building Permit RTI (assumes 3rd party review): November 15, 2025 Vertical Construction Start: January 15, 2026 Construction Complete: July 15, 2026 First Certificate of Occupancy (CO): September 15, 2026
Phasing	If this is a phased project, for which phase are you applying for funding? Funding is being requested for Batey Square Phase I, with a significant focus on the public facility improvements essential to supporting the development. These include new frontage improvements along Hodgin Street, street widening, installation of sidewalks, curbs, and gutters, a stormwater vault and related stormwater management systems, as well as the extension and enhancement of sewer and water utilities. Additionally, safe pedestrian access will be developed along the west side of Hodgin Street. These infrastructure upgrades are critical to enabling the successful construction of 138 apartment units, approximately 15,199 square feet of commercial space, and the tenant improvements for the Boys and Girls Clubs of Skagit County.
Completion	By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date. May 1, 2027

Efforts So Far Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

Significant planning and predevelopment work has already been completed for Phase I of the Batey Square development, which includes both on- and off-site civil infrastructure, as well as vertical construction for 138 residential units and associated ground-floor commercial space. Building permits are currently in final review.

Key efforts to date include:

Site Planning & Design: Full architectural, civil, and landscape design work has been completed for Phase I, creating an integrated, mixed-use development that blends residential units with community-serving commercial space.

Engineering Reports: Comprehensive geotechnical, civil, and structural engineering reports have been prepared and submitted as part of the permitting process, addressing all critical site and building considerations.

Based on feedback from the Boys and Girls Clubs of Skagit County, we have revised the Clear & Grade (civil) permit to accommodate the site changes required for their operations, which will enhance the overall usability of the exterior dedicated space to include a fenced outdoor play area. We have completed preliminary designs of the buildout and received estimated budgeting from Exxel Pacific on the shell and tenant improvements costs. An amended civil permit is due to be submitted in May to accommodate these changes for the exterior play area.

Feasibility and Financial Modeling: The development team has conducted detailed market analysis and financial feasibility modeling to support the long-term viability of the project, including strategies to secure the necessary grant funding for construction.

Permitting Progress: The project has completed initial rounds of plan review and is now in the final stage of building permit approval, with full permits anticipated by June 2025. Additionally, the City has motioned for approval of the development agreement related to the off-site storm detention facilities, further supporting the project's infrastructure readiness.

Contractor Engagement: Exxel Pacific, a contractor with a strong presence throughout the county, has been actively engaged since the project's early stages and is now approaching completion of the GMP (Guaranteed Maximum Price) budget. Simultaneously, Janicki General is finalizing pricing for the civil scope of work.

Part 8**Action Plan**

What quantifiable measures are you going to track to measure the success of the project?

The success of the Batey Square development will be tracked using a combination of housing, economic, and infrastructure benchmarks, including:

1. Housing Units Delivered - 138 residential units completed and ready for occupancy by project closeout.
 2. Job Creation & Retention - Number of permanent jobs created within the Boys & Girls Club childcare and youth programming facility (anticipated 30–40 FTEs). Ongoing tracking of employment growth at Janicki in correlation with housing delivery (targeting 1,600+ new jobs over five years).
 3. Commercial Space Activated - Square footage of commercial space leased and operational in addition to the Boys and Girls Clubs of Skagit County occupancy (expected occupancy of 8,123 sq. ft. by additional community-serving tenants). Track community usage metrics (e.g., childcare enrollments, youth program participation).
 4. Permit Milestones and Construction Progress - Monitor achievement of permitting deadlines, groundbreaking, and construction benchmarks in accordance with the project timeline.
 5. Infrastructure Improvements Completed - Completion of on-site and off-site infrastructure, including storm detention facilities and public utility connections and record bonding agreement with city.
 6. Occupancy & Lease-Up Rates - Residential occupancy absorption target of 25 units per month until project stabilization at 95% or higher.
 7. Community Impact Metrics - Number of families served by the Boys & Girls Club and childcare program within the first year of operations.
-

Part 9 Miscellaneous

Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

The Batey Square development is uniquely positioned to advance Skagit County's economic and workforce development goals through the creation of housing and community infrastructure that directly supports family-wage job retention and creation. Several key factors make this project especially compelling for EDI investment:

1. Strong Industry and Community Support ("Bird-In-Hand" Employers)

Janicki Industries, currently employing 1,653 full-time employees with plans to double its workforce in the next five years, has identified the lack of workforce housing as a major barrier to growth. In his letter of support, President John Janicki states that they plan to invest \$400 million in facilities over the next several years and emphasizes that "any new units will be quickly bought up" by employees seeking local housing.

The development also supports the expansion of the Boys & Girls Clubs of Skagit County, a trusted nonprofit employer, through dedicated commercial space for a childcare and youth facility — critical for supporting Sedro-Woolley's working families.

2. Shovel-Ready and Time-Sensitive

The project is nearing building permit issuance, with Boys and Girls Clubs of Skagit County tenant improvements fully designed for its community-serving uses, including a daycare with outdoor space. The City of Sedro-Woolley has also motioned for approval of the development agreement related to off-site stormwater facilities, further reinforcing the project's readiness and alignment with local planning priorities.

3. Volunteer and Collaborative Engagement

The project benefits from close collaboration among private developers and builders, nonprofit organizations, and local government and ties seamlessly into the Janicki Fields development with pass through walkways that are protected from the city ROW.

Letters of support have been submitted from:

Home Trust of Skagit
Volunteers of America Western Washington
Boys & Girls Clubs of Skagit County
Janicki Industries

These letters reflect a broad coalition of local stakeholders who see Batey Square as a strategic investment in Sedro-Woolley's future ensuring local workers, families, and employers have access to the housing and community services they need to thrive.

Part 10 Presentation

Names(s) of presenter(s) for the project

Rob Janicki, Garrett Michael

Part 11 Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.

Signature

DocuSigned by:

Julia Johnson

Date 4/24/2025

EBB2DA0D1682408...

Printed Name Julia Johnson

Title Mayor



April 23, 2025

To Whom It May Concern:

I am Felicia Minto, current Executive Director of Home Trust of Skagit, and I am writing this letter to express our support for The RJ Group's utilization of Sedro-Woolley's EDI funding for affordable housing in the Batey Square Development.

Home Trust of Skagit is a registered 501c3 Nonprofit Organization dedicated to providing affordable housing for qualified applicants at or below 80% AMI in Skagit County. As a Community Land Trust, we retain ownership of the land which allows the sale of homes with a fixed-rate resale formula to remain in the affordable market upon resale. We maintain an application process for new buyers and also administer a 99-year ground lease for the properties.

Home Trust of Skagit acquires homes in its portfolio in a number of ways, the most traditional way is we purchase the land, and contract with a builder. We also can acquire "fair market" homes through traditional purchase, and also through the donation of the land/home. Another way in which we add homes to our portfolio is through partnerships with for-profit developers, as such in this particular case for the proposed Batey Square Development in Sedro-Woolley.

Home Trust of Skagit is supportive of The RJ Group's development model for Batey Square. It is our understanding and agreement with The RJ Group that we will be able to offer some of the homes in the Batey Square development at 80% AMI or less. This is an important opportunity to make long-term affordable home ownership a real possibility for the local workforce in Sedro-Woolley.

The EDI funds are absolutely crucial in our partnerships' ability to offer these homes at an affordable rate to the local workforce. It is Home Trust of Skagit's perspective, that in order to provide long-term affordable homes to the local workforce, we have to utilize *all* available funding opportunities, as well as leveraging innovative partnerships with a shared vision. We are committed to a productive and positive partnership with The RJ Group, and any future developments allocating long-term affordable housing provided to the local workforce. Please receive this letter as Home Trust of Skagit's official and strong support in the utilization of Sedro-Woolley's EDI funding toward The RJ Group's Batey Square Development.

Sincerely,

Felicia Minto
Executive Director, Home Trust of Skagit
director@htskagit.org





VOLUNTEERS OF AMERICA WESTERN WASHINGTON

To Whom It May Concern:

I am Brian Smith, CEO at Volunteers of America Western Washington (VOAWW), and I am writing this letter to express our support for The RJ Group's proposed use of Sedro-Woolley's EDI funding for the development of affordable housing at Batey Square.

VOAWW is a 501(c)(3) nonprofit dedicated to supporting vulnerable individuals and families across five counties through housing, behavioral health, early childhood education, food security, and crisis response. Housing stability is central to our mission, grounded in equity, dignity, and opportunity for all.

We operate permanent supportive and affordable housing programs that serve those experiencing housing instability and homelessness. We recognize that safe, stable housing is essential to wellbeing and actively pursue partnerships that expand access across our region.

We believe the Batey Square Development represents a vital investment in long-term housing affordability and aligns with our vision of ensuring that low- and moderate-income families have access to safe, attainable homes. It is our understanding that this development will provide homeownership opportunities for individuals at or below 80% of the Area Median Income (AMI)—a demographic we often serve and advocate for.

The EDI funds are critical to making these homes truly affordable for the local workforce and ensuring the long-term viability of inclusive community development in Sedro-Woolley. In our view, effective affordable housing solutions depend on collaboration between nonprofit, government, and private-sector partners—exactly the kind of innovation this project represents.

Please accept this letter as VOAWW's strong support for The RJ Group's utilization of Sedro-Woolley's EDI funding to help bring the Batey Square Development to life. We look forward to seeing the positive impact this project will have for families in our region.

Sincerely,

Brian Smith
President/CEO



3302 Cedardale Rd. STE A-100 • Mount Vernon, WA 98274 • 360-419-3723 (phone/fax)
www.SkagitClubs.org

April 24, 2025

To Whom It May Concern,

At Boys & Girls Clubs of Skagit County, we don't believe zip code should define opportunity.

That's why we're proud to offer our **unequivocal support** for the Economic Development Public Facility application for the **Batey Square Development** in Sedro-Woolley. We're not just interested participants in this project—we're key partners, and we're all-in.

What We're Bringing to the Table

Pending approval and construction, **we will occupy nearly all available ground floor space** in the Batey Square development—more than 7,000 square feet of interior space and nearly 2,000 square feet of fenced outdoor play area. This facility will house up to **92 licensed childcare slots**, filling a critical regional need and becoming a cornerstone for families navigating the pressures of modern work-life balance.

It's a bold move. And it's the right one.

While we could pursue a standalone facility elsewhere with less complexity and fewer variables, we are choosing to do the harder thing—for the better reason. **We believe in this neighborhood. We believe in this project.** And we know that putting children and families at the heart of a new mixed-use development isn't just good design—it's good community-building.

What This Means for Skagit

Batey Square isn't just about square footage or units built. It's about lives changed. It aligns directly with our **Strategic Direction through 2030**, including:

- **Expanding access to early childhood services** in underserved communities.
- **Serving working families** with comprehensive, full-day, year-round programs.
- **Promoting healthy lifestyles**, including scratch-cooked, nutritionally balanced meals from our new on-site commercial kitchen.
- **Embedding equity and access** at the heart of community development.

This is the first time in our organization's history that we will offer childcare services for children **ages 0–5** in Sedro-Woolley, in addition to expanded capacity for school-age youth. These services will allow more parents



BOYS & GIRLS CLUBS
OF SKAGIT COUNTY

3302 Cedardale Rd. STE A-100 • Mount Vernon, WA 98274 • 360-419-3723 (phone/fax)
www.SkagitClubs.org

to re-enter or remain in the workforce, contribute to the economy, and build the futures they envision for their families.

The Bigger Picture

We know what happens when laughter echoes from playgrounds, when parents greet each other at drop-off, when kids grow together across ages and backgrounds. It builds community. It builds resilience. It builds futures.

We are proud to be that anchor tenant for Batey Square and provide the quality services our community has come to expect from us at the Dr. Georgiana Batey Discovery Center & Early Learning Community. And we're proud to stand with The RJ Group and our other community partners in building something bigger than any one of us could do alone.

Let's get this done—for the kids, the families, and the future of Sedro-Woolley.

Yours in service,

Ron McHenry
President & CEO
Boys & Girls Clubs of Skagit County
509-301-3920 | rmchenry@skagitclubs.org



April 3, 2025

Ms. Mollie Janicki

719 Metcalf Street
Sedro-Woolley, WA 98284

360-856-5143 phone
888-856-5143 toll free
www.janicki.com

RE: Work Force House

Dear Mollie,

Janicki Industries has been in a fast growth mode for the last 5 years. Because of our successful execution on several large defense and space projects we are planning on doubling our FTE's again in the next 5 years.

We are currently at 1653 employees. With an average wage of over \$100,000/year. Many of our top new employees make over \$200,000/year.

Work force housing is a major concern in our area. From the low end to the high end. Having been involved in housing development for many years I know personally how hard it is to get all the approvals in place to start building even if the market is there.

Many of our employees have grown up with us and thus are ready to move up in their housing. Any new units will be quickly bought up.

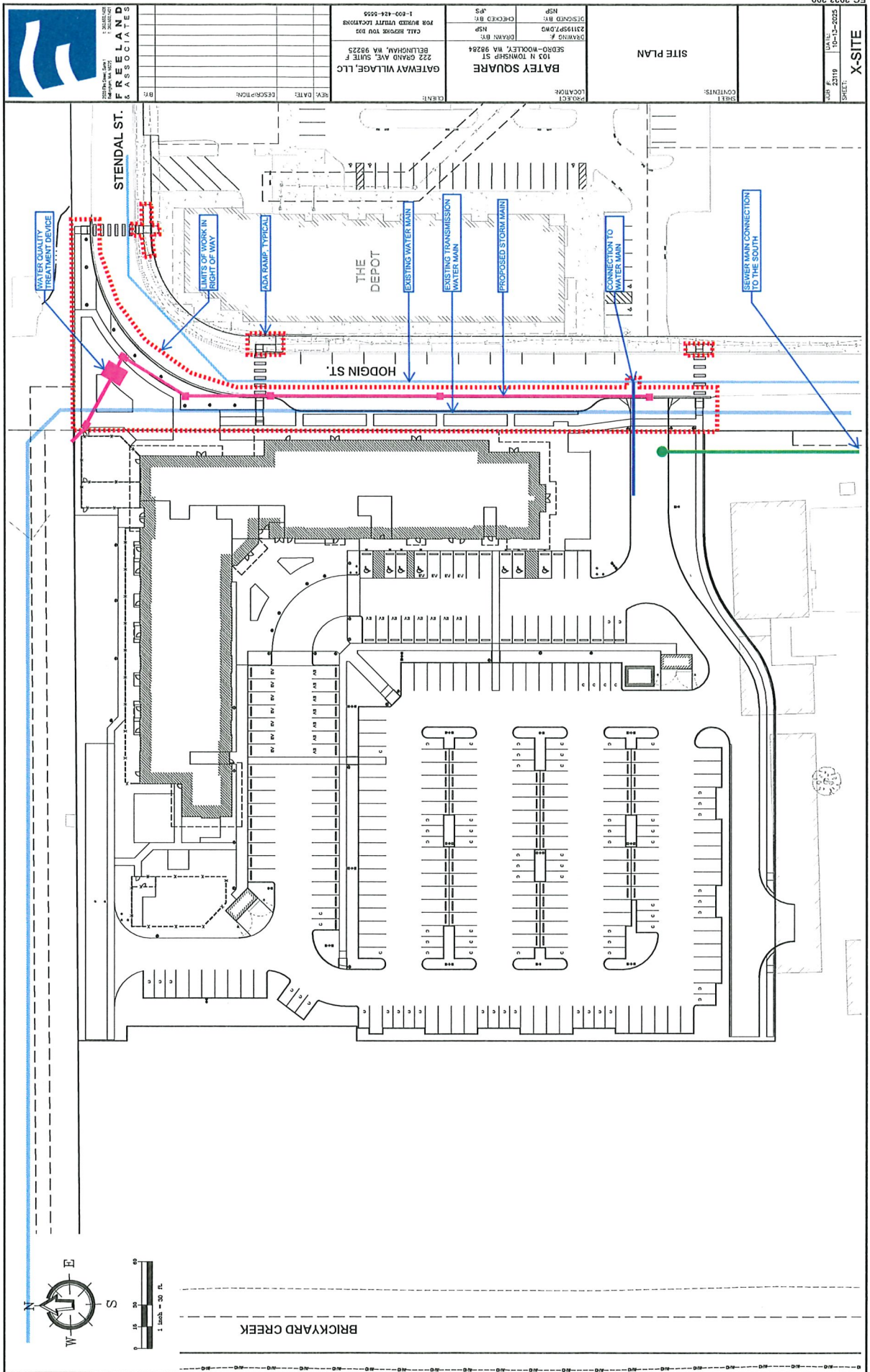
We have a plan to invest around \$400M in facilities in the next few years. Hopefully we will have additional housing to support this growth.

Sincerely,

John Janicki
President

Exhibit C

Infrastructure Project





Thank you for choosing Janicki General Contracting.
Please review the details of your project...

Date: 7-9-2025

Project Name:

Batey Square Frontage Improvements

Project Location:

Hodgin Street
Sedro Woolley, WA

Client Information:

Gateway Village, LLC
103 North Township Street
Sedro Woolley, WA 98284

Scope & Costs:

1)General Conditions.....	\$141,664.54
-Equipment Mobilization	
-Project Management	
-Portable Toilet	
-Safety Requirements Traffic Control	
-Construction Aids	
-Temp. Enclosures	
-Dumpsters and Containers	
-Punchlist	
-Survey/GPS	
2)Demolition.....	\$26,894.65
-Saw Cutting 501 LF	
-Concrete Demo 736 SF	
-Asphalt Demo 6012 SF	
3)Site Prep.....	\$127,873.36
-Export 723CY	
-Import Structural Fill 868 Tons	
-Fill Retention 985 Tons	
-Import CSTC 506 Tons	

Janicki General Contracting
106 Woodworth Street
Sedro Woolley, WA 98284
Janickigeneral.com
Washington Contractor License #JANIGC803P7

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4)Temporary Eriasion Control.....	\$29,965.37
-SWPPP Plan	
-Silt Fence 562LF	
-Catch Basin Inserts 15 EA	
-Dewatering	
-Street Sweeping and Water Truck	
5)Paving and Concrete.....	\$255,492.25
-Asphalt Paving Prep and Install 4824SF	
-Concrete Paving Prep and Install 9215SF	
-Curb and Gutter Prep and Install 551LF	
-V Gutter Prep and Install 230LF	
-ADA Sidewalk Prep and install 6EA	
-Paving Specialties and Striping	
6)Landscaping.....	\$53,450.71
-Landscaping 5108Sf	
-Import Topsoil 189CY	
-Irrigation Install	
7)Water Install.....	\$27,499.57
Irrigation Waterline 347LF	
Water Tap Excavation	
6" Waterline and Valve Install 31LF	
8)Storm Install.....	\$314,566.69
6" Storm 47LF	
8" Storm 60LF	
12" Storm 520LF	
24" Storm 80LF	
Type 2 48"	
Type 1 CB 8 EA	
Storm Treatment Vault	
9)Electrical.....	\$26,762.06
Site Lighting	
Electrical Trenching and Backfill	
Transformer Tie in	
Total.....	\$1,004,169.22
10)Additional Costs	\$239,747.51
GC Fee (5%)	
DIC Insurance	
Business License Fees	
Washington State Sales Tax	
Third Party Testing	
Legal	
Permits & Fees	
Bonding	
Contingency	
Total.....	\$1,243,916.73

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Exclusions:

Quote is based on Private Scale not prevailing wage
Warranty only pertains to properly engineered installations
If needed the following will be charged to the customer at cost plus 15%...
Permits, Inspections, Fees, Bonds, Litigation, Fines, As-builts, Pictures and Documentation
Engineering, Compaction/ Material Testing and Surveying
Archaeological Survey, Handling and Removal
Hazardous Material Survey, Handling & Removal
Changes or unforeseen conditions beyond the scope of work
Standby & scheduling conflicts
Trash, Vehicle, Rocks, Trees, Wood debris, etc. Removal
Material Price, volume increases &/or Product Changes
Over Excavation of unsuitable Material, Material Export, Import, Placement and Compaction
Concrete Demo and Installation
Landscaping, Hydroseeding, Site Fine Grading
Soil Remediation, Aeration
Electrical, Plumbing, or Mechanical, Trenching for other trades
Vacuum/Hydro Excavation, Conveyor Truck, Trenchless Boring
Utility Connections, Abandonment, Tapping
Replacement of Faulty Products
Shoring, Site-Specific Safety Measures
Dust Abatement, Street Sweeping, Water Truck & Supplying Water
Dewatering, Well Points, Pumping
Erosion Control Management, Storm Water Treatment, BMP Damage & Repair, Tanks & Pumping

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PROJECT: Batey Frontage Improvments (ESTIMATED DRAW SCHEDULE)

PROGRESSIVE BILLING

DATE:

<i>ITEM</i>	 <i>DESCRIPTION</i>	<i>ITEMIZED COST</i>	<i>% Complete</i>
1	Project Coordination/ Management/General Conditions	\$ 141,664.54	
2	Demolition	\$ 26,894.65	
3	Site Prep	\$ 127,873.36	
4	Temp Erosion Control	\$ 29,965.37	
5	Paving and Concrete	\$ 255,492.25	
6	Landscaping	\$ 53,450.71	
7	Water Install	\$ 27,499.57	
8	Storm Install	\$ 314,566.69	
9	Electrical	\$ 26,762.06	
10	CO#1		
11	CO#2		
12	CO#3		
13	CO#4		
14			
15			
16			
17			
18			
19			
	Sub Total	\$ 1,004,169.20	
	Sales Tax 8.6% Code 2908	\$ 86,358.55	
	Total	\$ 1,090,527.75	

Note: \$180,320 Storm Vault Paid on Order

PR#1		PR#2		PR#3		PR#4	
11/25/2025		12/25/2025		1/25/2026		2/25/2025	
Payment Request #1	% Complete	Payment Request #2	% Complete	Payment Request #3	% Complete	Payment Request #4	% Complete
\$ 35,416.14	25%	\$35,416.14	25%	\$ 35,416.14	25%	\$ 35,416.14	25%
\$ 20,170.99	75%	\$6,723.66	25%	\$ -		\$ -	
\$ 38,362.01	30%	\$51,149.34	40%	\$ 38,362.01	30%	\$ -	
\$ 17,979.22	60%	\$5,993.07	20%	\$ 2,996.54	10%	\$ 2,996.54	10%
\$ 63,873.06	25%	\$127,746.13	50%	\$ 63,873.06	25%	\$ -	
\$ -		\$0.00		\$ 40,088.03	75%	\$ 13,362.68	25%
\$ -		\$27,499.57	100%	\$ -		\$ -	
\$ 235,925.02	75%	\$78,641.67	25%	\$ -		\$ -	
\$ -		\$26,762.06	100%	\$ -		\$ -	
\$ 411,726.43		\$ 359,931.64		\$ 180,735.78		\$ 51,775.35	
\$ 35,408.47		\$ 30,954.12		\$ 15,543.28		\$ 4,452.68	
\$ 447,134.91		\$ 390,885.76		\$ 196,279.05		\$ 56,228.03	

\$TOTAL	
\$	141,664.54
\$	26,894.65
\$	127,873.36
\$	29,965.37
\$	255,492.25
\$	53,450.71
\$	27,499.57
\$	314,566.69
\$	26,762.06

Exhibit D

Timeline for Infrastructure Project

Exhibit E
Tentative draw request timeline for the infrastructure project work

1. Developer anticipates two separate withdrawal requests to the City for reimbursement of expenses associated with the infrastructure project work, to not exceed the grant amount of \$750,000 total.
2. Payment to Developer by the City shall not occur unless and until all receipts for eligible expenses have been submitted to the City for review and approval, and an inspection by City staff of the work completed has met approval according to engineering standards and requirements.
3. Progress billings shall be submitted with backup cost documentation toward completion of reviewed schedule of values per final project bid costs.
4. Subject to receipt of a request, satisfaction of the conditions of the Agreement to which this is attached, completion of sufficient work and the terms of this exhibit the estimates dates for the draw requests are _____ and _____.

September 23, 2025

Gateway Village LLC
103 North Township Street
Sedro Wolley, WA 98284
RE: Letter of Intent to Lease

Dear Garrett,

I am pleased to present you with the following Letter of Intent to Lease the space referred to as a portion of the ground-floor commercial space at Batey Square in Sedro Woolley.

The Landlord intends to develop a mixed-use apartment building on the Real Property known as Batey Square with commercial units on the ground floor, including a suite of approximately 7,145 square feet which is the subject of this Letter of Intent.

This Letter of Intent contains Non-Binding Provisions and Binding Provisions. It lays forth the terms and conditions under which an agreement will be met, and a Lease Agreement will be drawn. The terms are as follows:

Non-Binding Provisions

Business Name	Boys and Girls Club of Skagit County
Tenant Name	Boys and Girls Club of Skagit County
Address	3302 Cedardale Rd, Suite A-100 Mount Vernon, WA 98274
Use	Childcare facilities and youth services
Space Address	TBD
Space Size	Approximately 7,145 square feet interior space, and approximately 1,887 square feet dedicated exterior space
Term of Lease	Ten (10) years
Options to Renew	Two (2) ten-year options to renew

Base Rent and Additional Rent Commencement	90 days following receipt of a Certificate of Occupancy
Occupancy	Upon delivery of a signed lease agreement, receipt of insurance certificate and upon receipt of a Certificate of Occupancy from the City of Sedro Woolley
Base Rent	\$1.00/month
Option Period Rental	\$1.00/month
Taxes, Maintenance, Insurance and Common Area Expenses (NNN or Additional Rent)	Paid for by Tenant on a prorata basis. The amount of Tenant's share of Property Insurance and Common Area Expense shall be \$300.00/month and escalate annually based on the increase in the Consumer Price Index for each subsequent year but not less than 3%.
Insurance-Liability	Procured and paid for by Tenant in an amount of not less than \$2,000,000
Structural, Exterior, Exterior Walls and Roof	Maintained by Landlord at Landlord's sole cost and expense
Prepaid Rental	None
Security Deposit	None
Utilities	Paid for by Tenant. Any utility not separately metered shall be prorated by Landlord and billed to Tenant
Condition of Premises	To be constructed from Plans agreed upon by the Parties and further described in Work Letter. Plans and a Work Letter mutually acceptable the Parties to be negotiated within 180 days of execution of Lease Agreement.

Tenant Improvements	Tenant is seeking funding from the State of Washington, Department of Commerce for the purpose of developing childcare facilities (the Grant). Upon execution of the Lease Agreement, Tenant shall make application with the State of Washington for the Grant. Upon the award of the grant, Landlord shall complete the shell and Tenant Improvements for the estimated Lump Sum of \$3,000,000. Tenant Improvements shall be made in accordance with the Work Letter. Tenant will also pursue grant funding for operating expenses and ongoing operations during the lease period.
Termination	If a Certificate of Occupancy is not received within 24 months following lease execution, the Lease shall terminate unless otherwise agreed to in writing by the Parties.
Signage	All Tenant signage shall be subject to Landlord's prior written consent, which shall not be unreasonably withheld, denied or delayed
Grant contingency	In the event the Tenant is not awarded the Grant, Tenant shall have the option of terminating the Lease within 60 days of notification of non-award.

Binding Provisions. Notwithstanding the foregoing, the parties intend the following provisions to be a legally binding agreement and the parties make the following agreements in consideration of one another:

1. Good Faith Negotiations. Landlord and Tenant shall each negotiate with the other in good faith to finalize, execute and deliver, in a timely manner, a formal and final lease agreement, consistent with this letter. During that period:

a. Landlord shall not advertise the Premises as being available for lease, or negotiate or enter into a letter of intent or agreement to lease all or part of the Premises to any person or entity other than Tenant: and

b. Tenant shall not negotiate or enter into a letter of intent or agreement to otherwise lease any space in lieu of the Premises. Each party reserves the right to terminate this letter and all negotiations, without cause, at any time after that period.

The Lease shall be based upon Landlord's standard form of lease for the Premises but shall be subject to such negotiations as are not prohibited by this letter.

2. Confidentiality. Tenant and Landlord shall keep confidential each of the provisions of this Letter and all information each obtains from the other about the building or the others plans in connection herewith, except (a) if and to the extent the information is already a matter of public knowledge; (b) if and to the extent the information was acquired totally apart from the other (c) such disclosures as may be necessary to Tenant's or Landlord's broker, lender, attorney, accountant and space planner (Permitted Confidants); or (d) such disclosures as are required by law or by any litigation between the parties hereto with respect to the building. Tenant and Landlord shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, Tenant, Landlord or the Permitted Confident, as the case, shall give the other as much notice thereof as is legally permitted, along with the proper disclosure. The foregoing duties of confidentiality shall survive this Letter and continue until the earlier of (a) the date of the lease contemplated hereby is fully executed and delivered, or (b) one year from the date of this letter.

3. Date of this Letter. The date of this letter shall be the date this letter is signed by both Landlord and Tenant, that is, the date it is signed by the last person to sign it, as indicated below.

A space has been provided that, when approved by ownership, will convert this outline to a non-binding Letter of Intent to Lease. Should any matter require clarification, or should you have any questions, do not hesitate to contact me. Your expeditious response is appreciated.

Tenant:
Boys & Girls Club of Skagit County, Inc.

Landlord:
Gateway Village LLC


Ron McHenry (Sep 23, 2025 15:51:36 PDT)
By: Ron McHenry
Its: CEO
Date: 09/23/2025


Robert Janicki (Sep 24, 2025 11:17:40 PDT)
By: Robert Janicki
Its: Manager
Date: 09/24/2025



City Council Agenda Item

Agenda Item No.: m.5.

Date: October 22, 2025

From: Bill Bullock, Public Works Director

Subject: Contract Supplement No. 1 - David Evans & Associates - Jones John Liner
Railroad Undercrossing

RECOMMENDED ACTION:

A motion to authorize the Mayor or designee to execute the first supplement to the professional services agreement between the City of Sedro-Woolley and David Evans & Associates, Inc (DEA); supplement not to exceed \$259,955.00.

BACKGROUND/SUMMARY INFORMATION:

The original DEA contract was approved by City Council on 3/12/2025 and executed on 3/20/2025 for \$393,200.00. Under this contract, DEA is designing the road that will connect John Liner Rd to Jones Rd from N. Reed St to Sapp Rd. This includes the undercrossing under the BNSF railroad and approximately 1,100 feet of new road.

This supplement will address the following issues encountered during preliminary design:

1. Seismic safety. During the planned geotechnical subsurface exploration, DEA encountered poor soils underneath the new road location and under the railroad embankment that have the risk of liquefaction during a seismic event (see attached soil information). If this happened, the railroad embankment may slide into the road and affect the stability of the railroad bridge. The railroad bridge foundations were not designed to withstand this liquefaction and could collapse. To maintain public safety, DEA is proposing to over-excavate under the new road under the bridge and replace the soils to resist the forces from the liquified soils (see attached cross section). This is a cost effective solution that avoids larger ground improvements or modifications to the bridge foundation. This supplement covers the additional design needed for this solution.
2. Groundwater. The groundwater table was found to be approximately 5 feet below grade in May 2025. Since the required excavations for the seismic excavation and the stormwater vault will be deeper than this, it would require extensive and expensive dewatering. DEA will be monitoring the groundwater to determine when the best time of year for excavation. Preliminary data (see attached groundwater graph), show promising results with groundwater 8 feet deep in August 2025.

3. Stormwater. The initial project concept envisioned directing the stormwater from the project under the railroad and discharging to Brickyard Creek. Preliminary design found this to not be feasible due to the surveyed topography and the required stormwater treatment and detention. DEA investigated two alternatives with a pump station at Brickyard Creek or keeping the existing stormwater flow path down the east side of the railroad. A pump station will add \$750K to the project cost and require perpetual utility and maintenance costs. The other alternative is the existing path on the east side of the railroad. The City has an existing 20' wide stormwater easement on this path and it is cheaper to continue to use gravity flow instead of constructing a pump station. The supplement covers the additional geotechnical, survey and design for this revised gravity flow solution.
4. Wetlands. There is a wetland north of the road alignment near N. Reed St (see attached map). If the project impacts this wetland, mitigation and a lengthy permit process could be triggered. The City needs additional data and analysis to determine if this wetland is hydrologically connected to the project. This supplement will cover the additional investigation. If the investigation finds is no connection and impact, there will not be any additional costs or schedule delays. If there is connection and the project impacts the wetland, then the City and DEA will need to further analyze potential wetland mitigation and permits required.

FISCAL IMPACT, IF APPROPRIATE:

This supplement of \$259,955.00 would be funded by the City out of local funds, within the planned funding mosaic. The available grant funding from TIB has been allocated to the existing design scope.

In anticipation of the increased costs from the changes, the City applied and successfully obtained a \$750,000 Economic Development Grant from Skagit County in July 2025 for construction of the Undercrossing.

The City has also been able to obtain an additional \$500,000 Economic Development Grant for the SR 9 roundabout and will also use proceeds from the two property sales to cover costs, freeing up local funds for the Undercrossing project.

ATTACHMENTS:

1. DEA Supplement 1 Attachments



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Sedro-Woolley

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

Project Name Jones/John Liner RR Undercrossing Project

Consulting Firm David Evans & Associates, Inc.

Supplement Phase Supplement 001

The Local Agency of City of Sedro-Woolley desires to supplement the agreement entered into with David Evans and Associates, Inc. and executed on 3/20/2025.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include additional services as outlined in Exhibit A-1.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE Completion Date shall be extended to 6/31/2027

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit B-1

MAXIMUM AMOUNT PAYABLE \$653,155.00

EXHIBIT A

	Original Agreement/ Supplement -	Supplement #1	Total
Direct Salary Cost			
Overhead (including Salary Additives)			
Fixed Fee			
Reimbursables			
Subconsultant Cost			
Total	\$393,200.00	\$259,955.00	\$653,155.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date

EXHIBIT A-1

CITY OF SEDRO-WOOLLEY

Jones/John Liner RR Undercrossing Project

Supplement 1

Design

Scope of Services

Prepared by:

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

October 15, 2025

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Task 4.0 Environmental Documentation

4.1 Geology and Soils Technical Report (HWA)

Task 4.1 is supplemented with the following:

The CLIENT has requested that the CONSULTANT provide groundwater monitoring services to support the evaluation of the proposed undercrossing embankment slopes. These efforts are supplemental to the services provided under the approved scope proposal provided to DEA dated February 14, 2025.

The CONSULTANT proposed services include geotechnical exploration, installation of one (1) groundwater monitoring well (standpipe piezometer) with instrumentation, and groundwater monitoring services for a period of up to one year. The proposed services will include the tasks summarized below.

Conduct Public Utility Locates

The CONSULTANT shall make a site visit to the project area and mark/stake the intended exploration location for public utility locate (811) clearance. The CONSULTANT will revisit the site to observe utility locate markings and, if necessary, relocate the exploration.

Prepare Site Exploration Figure

The CONSULTANT will prepare a Figure showing the proposed exploration location to be used to evaluate the subsurface site conditions and install the groundwater monitoring well for approval by the Client. The CONSULTANT assumes permits for the drilling will be provided at no cost to the geotechnical CONSULTANT. As no explorations are proposed within the limits of the BNSF railroad embankments, no BNSF permit or railroad flaggers are assumed to be required.

Exploration and Monitoring Well Installation

The CONSULTANT will conduct one day of explorations and monitoring well installation near the toe of the existing embankment. The work area will be located outside of the BNSF right-of-way on the City of Sedro-Woolley property. The exploration will be advanced using a truck or track mounted drill rig using hollow-stem auger (HSA) drilling methods. The exploration and monitoring well installation will be observed by a geologist or engineer from the CONSULTANT team. The CONSULTANT proposes to advance the exploration to a termination depth of approximately 20 to 40 feet below ground surface (bgs). After the completion of drilling, a 2-inch diameter standpipe piezometer will be constructed within the borehole, with slotted PVC pipe (well screen) extending from 5 to 15 feet bgs, and solid PVC extending from 5 feet bgs to the ground surface. The well will be assigned a unique Department of Ecology well ID tag and finished at the surface with a flush mount monument encased in concrete.

Instrumentation and Groundwater Monitoring

The CONSULTANT will install pressure transducer and data logger instrumentation to automatically record changes in groundwater levels at 1-hour intervals for a period of up to 1 year. The CONSULTANT has assumed up to 4 site visits to download groundwater data.

Reporting

The CONSULTANT will compile the data collected throughout the active groundwater data acquisition period, which will be plotted and presented as a figure in the draft geotechnical

engineering report and all subsequent iterations of the report submitted to the project team.

Additional Stormwater Analysis

The CLIENT has requested that the CONSULTANT provide the team with additional geotechnical analysis and recommendations related to design and construction of a stormwater detention vault to the south of the proposed roadway alignment. The following additional cope of work is proposed to support this effort.

Conduct Utility Locates

The CONSULTANT shall make a site visit to the project area and mark/stake the intended exploration location for public utility locate (811) clearance. The CONSULTANT will revisit the site to observe utility locate markings and, if necessary, relocate the exploration.

Prepare Site Exploration Figure

The CONSULTANT will prepare a Figure showing the proposed exploration locations to be used to evaluate the subsurface site conditions and install the groundwater monitoring well for approval by the Client. The CONSULTANT assumes permits for the drilling will be provided at no cost to the geotechnical CONSULTANT. As no explorations are proposed within the limits of the BNSF railroad embankments, no BNSF permit or railroad flaggers are assumed to be required.

Complete Additional Explorations and Monitoring Well Installation

The CONSULTANT will conduct one day of explorations and monitoring well installation within the footprint of the proposed stormwater vault. The work area will be located outside of the BNSF right-of-way within the City of Sedro-Woolley easement. The explorations will be advanced using a truck or track mounted drill rig using hollow-stem auger (HSA) drilling methods. The explorations will be observed by a geologist or engineer from the CONSULTANT team. The CONSULTANT proposes to advance the explorations to a termination depth of approximately 20 to 40 feet below ground surface (bgs). After the completion of drilling, a 2-inch diameter standpipe piezometer will be constructed within one borehole, with slotted PVC pipe (well screen) extending from 5 to 15 feet bgs, and solid PVC extending from 5 feet bgs to the ground surface. The well will be assigned a unique Department of Ecology well ID tag and finished at the surface with a flush mount monument encased in concrete.

Instrumentation and Groundwater Monitoring

The CONSULTANT will install pressure transducer and data logger instrumentation to automatically record changes in groundwater levels at 1-hour intervals for a period of up to 1 year. The CONSULTANT shall collect groundwater data at the same time as the previously installed well is monitored.

Geotechnical Engineering Analysis

The CONSULTANT shall conduct additional geotechnical engineering analysis to develop recommendations associated with the proposed stormwater detention vault. These analysis and associated recommendations shall include the following.

- Temporary excavation and shoring recommendations
- Excavation dewatering considerations
- Subgrade bearing recommendations
- Vault earth pressure recommendations
- Vault buoyancy recommendations

Additional Reporting

The CONSULTANT will update the draft geotechnical report for the project to include recommendations associated with design and construction of the proposed stormwater vault.

Deliverables:

- Groundwater monitoring data plot to be included with the geotechnical engineering report.
- Updated draft geotechnical report.

Assumptions:

- Well decommissioning will be completed by the Contractor during construction.
- Scope does not include identification nor evaluation of contaminants that may be present in the soil or ground water. Although not anticipated, if contaminated soils are encountered the CONSULTANT will coordinate with the AGENCY to segregate the suspect soils and place them in a drum to be stored temporarily on-site, or at a location of the AGENCY's choosing, to await test results for proper disposal of the impacted soils. The cost of testing and disposal are not included in this scope of work.
- Geotechnical exploration can be completed during daylight hours with a minimum work window of 7AM to 5 PM.
- No hazardous materials report, to support NEPA, is included in this scope of work.
- Groundwater monitoring will be conducted for a maximum duration of one year.
- Following finalization of the geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the CONSULTANT is not included.
- CLIENT to acquire right of entry for geotechnical investigation.

4.2 Cultural Resources

To obtain clearance under the Governor's Executive Order 21-02, the CONSULTANT will prepare a revised EZ-1 form and submit the form on the CITY's behalf to the Department of Archaeology and Historic Preservation (DAHP). The previously submitted and approved EZ-1 form will be revised based on anticipated project changes, including the addition of a large stormwater vault on property to the south of the existing alignment. This task will include preparing a vicinity map with a general project boundary and gathering initial data about the project site. A cultural survey or other reporting is not included.

Deliverables:

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

Assumptions:

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

4.4 Critical Area Report

The CONSULTANT shall prepare a Revised Critical Areas Report for the PROJECT to incorporate recent project changes, including addition of a new stormwater vault south of the proposed

alignment. DEA staff will conduct an additional site visit to evaluate hydrologic connection of the wetland north of the road alignment to the stormwater ditch along the alignment. Upon completion of the site investigation, the project team will reconvene to discuss findings and decide whether to proceed with the jurisdictional determination application. We anticipate this meeting to occur in late October or early November.

Deliverables:

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

Assumptions:

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

Task 5.0 Stormwater Design Technical Information Report (TIR)

5.1 Storm Drainage Design and Report

Task 5.1 Preliminary Design(30% Completion) is supplemented with the following:

Prior to developing the TIR, DEA staff will prepare various alternatives for meeting both the flow control and water quality minimum requirements. Alternatives for water quality and flow control will evaluate the feasibility of mitigating for various combinations of upstream contributing area. The alternatives will evaluate various water quality and detention facilities (combined wetpond, proprietary water quality units, detention ponds, tanks, gallery and vaults) while discharging to Brickyard Creek with a pump station or discharging to the existing storm drain system to SR20. As part of the options, DEA staff will also determine if additional right-of-way and easements are required. DEA staff will coordinate with various vendors for conceptual level cost for these facilities.

Concept Drainage Design Meetings

The CONSULTANT shall prepare for and attend up to five (5) coordination meetings with the CLIENT and/or Reichhardt & Ebe (R&E) to coordinate drainage design options with R&E's John Liner Road project and the CONSULTANT's Jones/John Liner Road RR Undercrossing project.

Concept Drainage Alternative Analysis

The CONSULTANT shall develop the Jones John Liner Railroad Undercrossing project drainage design to accommodate the John Liner Road storm drainage flows being developed by R&E. The CONSULTANT shall develop conceptual level designs (up to 2) to be reviewed by the CLIENT and R&E to confirm the design compatibility between the two projects. The approved concept design will be incorporated into the 30% design plans for the project. The CONSULTANT shall analyze the downstream capacity of the existing system heading south to SR 20.

Based on the Concept Alternative Analysis above and per direction from the CLIENT, the CONSULTANT shall develop the Jones John Liner Railroad Undercrossing project drainage design to mitigate for only the impervious surfaces within the project limits. The adjacent Reichhardt & Ebe (R&E) John Liner Road project will mitigate stormwater within that project's limits.

Deliverables:

- Schematic Layouts for discussion meetings with CITY.
- Preliminary sizing for pump station, water quality and detention BMPs with approximate right of way and easements.
- Approximate cost for pump station, water quality and detention options.
- Conceptual Level Design (Up to 2 iterations)
- Roll plot of drainage plans.

Assumptions:

- Flow Control and Water Quality modeling will be done using an approved continuous hydrologic model as listed in the Department of Ecology's 2024 Stormwater Management Manual for Western Washington to develop general size requirements for flow control and water quality to a preliminary design level.
- Pump station sizing will be conceptual level based on flows provided by the approved continuous hydrologic model.

- Soils information will be based on information from geotechnical investigation, NRCS mapping of the area and historical soil information provided by the City of Sedro-Woolley.
- The preliminary analysis will assume no infiltration. Infiltration may be possible and may be evaluated in later design phases once more detailed geotechnical analysis is done after the preliminary design phase.
- Up to 5 coordination meetings with the CLIENT and R&E will be required to coordinate drainage design.
- R&E to provide mitigated project flows and unmitigated off-site flows.
- CLIENT to provide as-builts of the existing system that heads southwest of project site paralleling the east side of the BNSF tracks to SR 20.
- CLIENT to provide 30% review comments from roll plot.

Task 6.0 Preliminary Design (30% Design)

Task 6.2 Preliminary Design(30% Completion) is supplemented with the following:

6.2 Preliminary Design (30% Completion)

BNSF Undercrossing Over-excavation Plans and Sections

Per the geotechnical recommendations, the CONSULTANT shall prepare over excavation plans and sections at the BNSF undercrossing to mitigate for existing base material conditions identified in the Geotechnical Report.

Deliverables:

- BNSF undercrossing over-excavation plan and sections

Task 7.0 90% Plans, Specifications and Estimates

7.1 90% Submittal

Task 7.1 90% Submittal is supplemented with the following:

Detention Vault

The pre-cast detention vault will be placed east of the BNSF tracks on the Upper Skagit Tribe parcel. The detention vault will require a drainage easement, utilizing the existing 20-foot drainage easement and acquiring and extending that easement east approximately 15'. Temporary Construction easements will also be required. The detention system will discharge to the existing storm drain system that connects to SR20.

The CONSULTANT will provide design criteria, geometry, layout and sump and pipe inlets and outlets. The precaster will provide the design, including slab thicknesses, reinforcement and details.

Retaining Wall

The railroad undercrossing walls will be cast-in-place cantilevered retaining walls with exposed wall heights of 7 feet or less. These walls do not meet parameters for standard plans and will therefore require design by the CONSULTANT. The walls will be designed for global stability, including bearing, sliding, and overturning per *AASHTO LRFD Bridge Design Manual* and *WSDOT Bridge Design Manual*. Additionally, the wall reinforcement will be designed. The plans will include a Plan & Profile for each wall, as well as a sheet for Typical Sections and Details. Fall protection rail will be included for wall heights greater than 4 feet.

A gravity block wall is anticipated to support the shared use path near the east extents of the project corridor. Exposed wall heights are expected to be 5 feet or less. Gravity block walls are a proprietary system which are designed by the wall supplier. The plans will identify upper, lower, and side bounds required to effectively retain the soil to support the path. The plans will also show an assumed typical section of the block wall, although the final layout and configuration will be provided by the wall manufacturer. Pedestrian rail will be included on top of the gravity block wall and included in the Details sheets.

The following additional sheets are added to the 90% Submittal

- Over-excavation Plan And Sections (3 sheets)
- Detention Vault Plan and Profile (2 sheets)
- Detention Vault Details (4 sheets)
- Retaining Wall Plan/Profile/Details (7 sheets)
 - Cast-in-place (CIP) Wall Plan, Profile and Details (3 sheets)
 - Gravity Block Wall Plan, Profile and Details (4 sheets)

Assumptions:

- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.
- The vendor will provide the Structural design for the pre-cast vault.

Deliverables:

- Electronic PDF copy of 90% Plans, Specifications, and Estimate.

- Structural Calculations for the Cast-in-place wall.

Task 8.0 100% Plans, Specifications and Estimates

Task 8.0 100% Plans, Specifications and Estimates is supplemented with the following:

The Task 8.0 level of effort estimate has been included in Supplement 1 for the scope elements identified in the Original Consultant Agreement dated March 20, 2025. Also included are the additional sheets identified in Task 7.1.

Task 9.0 Bid Ready Plans, Specifications and Estimates

Task 9.0 Bid Read Plans, Specifications and Estimates is supplemented with the following:

The Task 9.0 level of effort estimate has been included in Supplement 1 for the scope elements identified in the Original Consultant Agreement dated March 20, 2025. Also included are the additional sheets identified in Task 7.1.

TASK 12.0 Right-of-Way Appraisal and Acquisition

Task 12.1 Parcel Exhibits is supplemented with the following:

12.1 Parcel Exhibits

The CONSULTANT shall prepare two (2) additional parcel exhibits (drainage and construction easement) for one additional parcel (Upper Skagit Tribal property) for placement of the detention vault and pump station.

Deliverables:

- Draft Parcel Exhibits.
- Final Parcel Exhibits.

12.2 Legal Descriptions

Task 12.2 Legal Descriptions is supplemented with the following:

The CONSULTANT shall provide a legal description for one (1) additional parcel for the placement of the detention vault.

Deliverables:

- Draft Legal Descriptions.
- Final Legal Descriptions.

12.3 Real Estate Services

Task 12.3 Real Estate Services is supplemented with the following:

The CONSULTANT shall perform all real estate functions required to analyze, negotiate for, and acquire a drainage easement and temporary construction easement for purposes to construct and maintain a drainage detention vault and outfall structure on parcel P120078 Upper Skagit Indian Tribe on behalf of the City of Sedro-Woolley.

Exhibit B-1
CITY OF SEDRO-WOOLLEY
Jones/John Liner RR Undercrossing
Supplement 1

David Evans and Associates, Inc.

	Classification	Hrs.	x	Rate	=	Cost
1	Project Manager V	69.0		\$ 109.62	\$	7,564
2	Engineer V	44.0		\$ 70.00	\$	3,080
3	Engineer V	171.5		\$ 76.30	\$	13,085
4	Engineer III	99.0		\$ 56.00	\$	5,544
5	Designer IV	69.0		\$ 68.50	\$	4,727
6	Engineer Designer II	120.0		\$ 59.52	\$	7,142
7	Engineer VI	31.0		\$ 87.46	\$	2,711
8	Engineer III	128.0		\$ 60.74	\$	7,775
9	Designer IV	93.0		\$ 54.00	\$	5,022
10	COE Delivery Leader III	9.0		\$ 83.20	\$	749
11	Survey Manager 1	13.0		\$ 65.00	\$	845
12	Office Survey Tech III	40.0		\$ 51.00	\$	2,040
13	Party Chief IV	16.0		\$ 52.00	\$	832
14	Field Survey Technician III	16.0		\$ 32.00	\$	512
15	Project Manager III	16.0		\$ 73.00	\$	1,168
16	Scientist III	36.0		\$ 44.00	\$	1,584
17	Project Coordinator III	8.0		\$ 41.30	\$	330

Total Hrs. 978.5

Direct Labor				\$	64,710
Overhead	1.7624			\$	114,045
Fee	30%	of Direct Labor		\$	19,413
Total (Direct Labor+Overhead+Fee)				\$	198,169

Direct Expenses	No.	Unit	Each	est.	Cost
Mail/Deliveries/Fed Ex	0	each @	\$30		\$ -
Underground Utility Locates	4	hours @	\$155		\$ 620
Underground Utility Potholing	0	each @	\$1,500		\$ -
Mileage	250	miles @	\$0.700	/mile	\$ 175
GPS Unit	0	day @	\$25.00		\$ -

DEA Direct Expenses Subtotal

\$ 795

DEA and Direct Expenses Subtotal **\$ 198,964**

Subconsultants

HWA Consulting, Inc.	\$	37,442
Contract Land Staff	\$	23,549

Subconsultant Total **\$ 60,991**

DEA and Subconsultant Costs **\$ 259,955**

Management Reserve (10%)

Total with Management Reserve **\$ 259,955**

**Exhibit B-1
CITY OF SEDRO-WOOLLEY
Supplement 1
Jones/John Liner RR Undercrossing**

Hour Estimate

David Evans and Associates, Inc.		1	2	3	4	5	6	7	9	8	10	11	12	13	14	15	16	17			
		Scott Solseth	Renee Koester	Nate Wong	Joe Jackson	Orion Ahrensfield	Josh Ngo	Eric Ferluga	Anne Charneski	Dusty Altenburg	Gil Laas	Eric Glaves	Will Currie	Ryan Smith	Mitchell Fowles	Gray Rand	MaKenna Lindberg	Carrie Herczeg			
Item No.	Work Item	Project Manager V	Engineer V	Engineer V	Engineer III	Designer IV	Engineer Designer II	Engineer VI	Engineer III	Designer IV	COE Delivery Leader III	Survey Manager I	Office Survey Tech III	Party Chief IV	Field Survey Technician III	Project Manager III	Scientist III	Project Coordinator III	DEA	DEA Direct	DEA Loaded
Task		PM	QA/QC/Civil Lead	Storm Drainage	Civil	CAD	Storm Drainage	Retaining Walls QC	Retaining Wall Design	Retaining Wall CAD	Survey	Survey	Survey	Survey	Survey	Environmental	Environmental	Coordinator	Total	Dollars	Dollars
Loaded Rates		\$109.62	\$70.00	\$76.30	\$56.00	\$68.50	\$59.52	\$87.46	\$60.74	\$54.00	\$83.20	\$65.00	\$51.00	\$52.00	\$32.00	\$73.00	\$44.00	\$41.30	Total	Dollars	Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total Er	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$
2.0	Project Management and Quality Control																				
2.1	Project Management	40																4	44	\$4,550	\$13,934
2.2	Subconsultant Coordination	20																2	22	\$2,275	\$6,967
2.3	Develop Project Schedule (including monthly updates)																				
2.4	Monthly Invoices/Progress Reports (11 Total)																				
2.5	Project Kick-off Meeting and Progress Meetings																				
	Project Kick-off Meeting (1 hr meeting)																				
	Progress Meetings (9 Total - 1 hr meeting)																				
2.6	Quality Control/Quality Assurance Review		24																24	\$1,680	\$5,145
2.7	Change Management																				
	Work Item 2.0 Total	60	24															6	90	\$8,505	\$26,046
3.0	Survey																				
3.1	Horizontal and Vertical Control Network																				
3.2	Establish Roadway Centerline and Right of Way																				
3.3	Topographic Survey										1	4	8	16	16				45	\$2,095	\$6,416
3.4	Underground Utilities																				
3.5	BNSF Structure Survey																				
	Work Item 3.0 Total										1	4	8	16	16				45	\$2,095	\$6,416
4.0	Environmental Documentation																				
4.1	Geology and Soils Technical Report																				
	Draft																				
	Final	2		1	1														4	\$352	\$1,077
4.2	Cultural Resources Report																				
	Update EZ-1 Form with new APE map				2											4	2		8	\$492	\$1,507
4.4	Critical Areas Report																				
	Field delineation																				
	North Ditch Analysis															8	10		18	\$1,024	\$3,136
	Draft CAR															4	24	2	30	\$1,431	\$4,381
	Final CAR																				
	Work Item 4.0 Total	2		1	3											16	36	2	60	\$3,298	\$10,100
5.0	Stormwater Design Technical Information Report																				
5.1	Stormwater Design Documentation																				
	Concept Drainage Design Meetings with City/R&E (Up to 5 iterations)	5		5	2	4													12	\$1,042	\$3,190
	Concept Drainage Alternative Analysis		2	24															30	\$2,245	\$6,876
	Draft TIR			30															30	\$2,289	\$7,010
	Final TIR																				
	Work Item 5.0 Total	5	2	59	2	4													72	\$5,576	\$17,075
6.0	Preliminary Design (30% Design)																				
6.1	Project Site Visit (1 Total)																				
6.2	30% Design Plans																				
6.2a	BNSF Over-excavation Plans and Sections (3 sheets)		2		8	2													12	\$725	\$2,220
	Work Item 6.0 Total		2		8	2													12	\$725	\$2,220
7.0	90% Plans, Specifications and Estimate																				
7.1	90% Plan																				
	Cover Sheet with Vicinity Map and Index (1 sheet)																				
	General Notes and Legend (1 sheet)																				
	Horizontal/Survey Control Plan (2 sheets)																				
	Typical Roadway Sections (2 sheets)																				
	Over-excavation Plans and Sections (3 sheets)		1		4	2													7	\$431	\$1,320
	Site Preparation Plans (2 sheets)																				
	TESC Plans and Details (3 sheets)			2		2	4												8	\$528	\$1,616
	Flow Control & Water Quality Plans & Details (3 sheets)			8		4	16												28	\$1,837	\$5,625
	Retaining Wall Plan/Profile/Details (7 sheets)							20	75	75									170	\$10,355	\$31,710

**Exhibit B-1
CITY OF SEDRO-WOOLLEY
Supplement 1
Jones/John Liner RR Undercrossing**

Hour Estimate

David Evans and Associates, Inc.		1	2	3	4	5	6	7	9	8	10	11	12	13	14	15	16	17			
		Scott Solseth	Renee Koester	Nate Wong	Joe Jackson	Orion Ahrensfeld	Josh Ngo	Eric Ferluga	Anne Charneski	Dusty Altenburg	Gil Laas	Eric Glaves	Will Currie	Ryan Smith	Mitchell Fowles	Gray Rand	MaKenna Lindberg	Carrie Herczeg			
Item No.	Work Item	Project Manager V	Engineer V	Engineer V	Engineer III	Designer IV	Engineer Designer II	Engineer VI	Engineer III	Designer IV	COE Delivery Leader III	Survey Manager I	Office Survey Tech III	Party Chief IV	Field Survey Technician III	Project Manager III	Scientist III	Project Coordinator III	DEA	DEA Direct	DEA Loaded
Task		PM	QA/QC/Civil Lead	Storm Drainage	Civil	CAD	Storm Drainage	Retaining Walls QC	Retaining Wall Design	Retaining Wall CAD	Survey	Survey	Survey	Survey	Survey	Environmental	Environmental	Coordinator	Total	Dollars	Dollars
Loaded Rates		\$109.62	\$70.00	\$76.30	\$56.00	\$68.50	\$59.52	\$87.46	\$60.74	\$54.00	\$83.20	\$65.00	\$51.00	\$52.00	\$32.00	\$73.00	\$44.00	\$41.30	Total	Dollars	Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$
	Detention Vault Plans/Profiles/Details (6 Sheets)			15		3	30		8										56		
	Traffic Control and Pedestrian Detour Plans (4 sheets)																				
	Project Specifications		1	4				1	5										11	\$766	\$2,347
	Cost Estimate		2	8					8										20	\$1,411	\$4,322
	Work Item 7.0 Total		4	37	4	11	50	23	96	75									300	\$18,949	\$58,030
8.0	100% Plans, Specifications and Estimate																				
8.1	100% Plans																				
	Cover Sheet with Vicinity Map and Index (1 sheet)					0.5													1	\$34	\$105
	General Notes and Legend (1 sheet)						1												2	\$107	\$327
	Horizontal/Survey Control Plan (2 sheets)						0.5					1	2						4	\$201	\$616
	Typical Roadway Sections (2 sheets)			1		2	2												5	\$325	\$996
	Over-excavation Plans and Sections (3 sheets)				2	2	1												3	\$181	\$553
	Site Preparation Plans (2 sheets)																		2	\$738	\$2,259
	TESC Plans and Details (3 sheets)	1		2		8	3	4											10	\$706	\$2,101
	Roadway Plan/Profile (3 sheets)			2		16	8												26	\$1,591	\$4,889
	Roadway Details (2 sheets)			1		6	2												9	\$549	\$1,682
	ADA Curb Ramp Plans (3 sheets- 6 Ramps)		1			8	2												11	\$655	\$2,006
	Drainage Plan/Profiles (3 sheets)			4		2	16												22	\$1,395	\$4,271
	Flow Control & Water Quality Plans & Details (3 sheets)			8		4	16												28	\$1,837	\$5,625
	Drainage Details (1 sheet)			2		2	6												10	\$647	\$1,981
	Retaining Wall Plan/Profile/Details (7 sheets)								3	12	10								25	\$1,531	\$4,689
	Detention Vault Plans/Profiles/Details (6 Sheets)	1		10		2	15		4										32		
	Pavement Marking and Signing Plans (3 sheets)					2	2												4	\$249	\$763
	Illumination Plans and Details (3 sheets)					8	4												12	\$722	\$2,211
	Traffic Control and Pedestrian Detour Plans (4 sheets)					4	4												8	\$498	\$1,525
	Project Specifications		3	18				1	2										24	\$1,792	\$5,489
	Cost Estimate		1	6	8		4	1	4										24	\$1,544	\$4,729
	Work Item 8.0 Total	2	5	56.5	64	42	61	5	22	10		1	2						271	\$17,452	\$53,447
9.0	Bid Ready Plans, Specifications and Estimate																				
9.1	Plans		2	8	8	10	8	2	8	8									54	\$3,452	\$10,573
9.2	Project Specifications		3	5				0.5	1										10	\$696	\$2,131
9.3	Cost Estimate		2	2	1		1	0.5	1										8	\$513	\$1,570
	Work Item 9.0 Total		7	15	9	10	9	3	10	8									71	\$4,661	\$14,274
12.0	Right-of-Way Needs Assessment																				
12.1	Parcel Exhibits (1 Additional)																				
	Draft			2	6						3	3	12						26	\$1,545	\$4,732
	Final			1	3						1	1	3						9	\$546	\$1,671
12.2	Legal Descriptions (1 Additional)																				
	Draft										3	3	12						18	\$1,057	\$3,236
	Final										1	1	3						5	\$301	\$922
12.3	Real Estate Services																				
	Contract Land Staff																				
	Work Item 12.0 Total			3	9						8	8	30						58	\$3,449	\$10,561
PROJECT WORK ITEM TOTALS		69	44	171.5	99	69	120	31	128	93	9	13	40	16	16	16	36	8	978.5	\$64,710	\$198,169
TOTAL CONTRACT AMOUNT		69	44	171.5	99	69	120	31	128	93	9	13	40	16	16	16	36	8	978.5	\$64,710	\$198,169

PROPOSED SCOPE:
 See Attached Scope of Work

ESTIMATED HWA LABOR TASK:

WORK TASK DESCRIPTION	PERSONNEL AND 2025 HOURLY RATES										
	Principal IX	Geotechnical Engineer VIII	Geotechnical Engineer VII	Geotechnical Engineer V	Geotechnical Engineer III	Geologist III	Contracts Administrator	CAO	Administrative Support	TOTAL	DIRECT LABOR
	Sugar	Huling	Place	O'Brien	Cutter	Benson	Babko	Fry	Murphy		
	\$102.00	\$96.00	\$85.00	\$64.00	\$43.00	\$40.00	\$53.00	\$36.00	\$38.00		
4.1 Geotechnical Exploration and Monitoring Well Installation											
Mark Locates						4				4	\$160
Plan Field Exploration Program				4						4	\$256
Call and Verify Utility Locates						5				5	\$200
Generate Geotechnical Subsurface Explorations Figure				2						2	\$128
Conduct Geotechnical Exploration (Assume 1 Day)						10				10	\$400
Generate Boring Logs		0.5		1		2				3.5	\$192
Additional QC		1								1	\$96
Additional Reporting		1		2						3	\$274
4.1 Geotechnical Engineering for Groundwater Monitoring											
Groundwater Data Collection Site Visits (Assume 4 Visits)						16				16	\$640
Generate Groundwater Level Plots	1			4		4		2		11	\$590
4.2 Additional Stormwater Vault Explorations											
Mark Locates						4				4	\$160
Plan Field Exploration Program				4						4	\$256
Call and Verify Utility Locates						5				5	\$200
Generate Geotechnical Subsurface Explorations Figure				2						2	\$128
Conduct Geotechnical Exploration (Assume 1 Day)						10				10	\$400
Generate Boring Logs		0.5		1		4				5.5	\$272
4.2 Additional Stormwater Vault Analysis											
Temporary Excavation and Shoring Recommendations		0.5		4						4.5	\$304
Excavation Dewatering Considerations		0.5		3						3.5	\$240
Subgrade Bearing Recommendations		0.5		2						2.5	\$176
Vault Earth Pressure Recommendations		1		5						6	\$416
Vault Buoyancy Recommendations		2		6				3		11	\$684
Geotechnical QA/QC		4				4				4	\$384
Additional Reporting		5		8				2		19	\$1,224
TOTAL LABOR:	1.0	16.5	0.0	48.0	0.0	68.0	0.0	7.0	0.0	140.5	\$7,730

LOADED LABOR:

Estimated Direct Salary Based on 2025 Rates	\$7,750
Overhead at 1.8724 of Direct Salary	\$14,474
Profit Multiplier at 30% of Direct Salary	\$2,319
TOTAL LABOR COST:	\$24,523

ESTIMATED OTHER COSTS

Task 4.1 and 4.2 Mileage / Misc.	\$672
Task 4.1 Drilling Contractor (Already Completed)	\$3,298
Task 4.1 GPS Rental (\$75/Day @ 1 day) (Already Completed)	\$75
Task 4.1 Groundwater Transducer Rental (Already Completed)	\$650
Task 4.2 Drilling Contractor (To Be Completed)	\$4,500
Task 4.2 Private Utility Locator (To Be Completed)	\$500
Task 4.2 GPS Rental (\$75/Day @ 1 day) (To Be Completed)	\$75
Task 4.2 Groundwater Transducer Rental (To Be Completed)	\$650
Task 4.2 Geotechnical Laboratory Testing (To Be Completed)	\$2,500
TOTAL OTHER COST:	\$12,920

ESTIMATED PROJECT TOTALS

Labor Costs	\$24,523
Other Costs	\$12,920
TOTAL ESTIMATED COST:	\$37,442



Exhibit B

Contract Land Staff, LLC

Classification	Hrs.	x	Direct Rate	=	Cost
Sr. Project Manager	10.00		\$ 60.09	\$	601
Project Manager	50.00		\$ 57.69	\$	2,885
Right of Way Agent	70.00		\$ 36.06	\$	2,524
Right of Way Technician	30.00		\$ 36.06	\$	1,082
				\$	-

Total Hrs. 160.00

Salary Cost					\$ 7,091
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0%	per year @	0.00	year(s)	\$0
Total Salary Cost					\$ 7,091
Overhead Cost @	147.95%	of Direct Labor			\$ 10,492
Net Fee @	30.0%	of Direct Labor			\$ 2,127
Total Overhead & Net Fee Cost					\$ 12,619

Direct Expenses	No.	Unit	Each	Cost
Title Reports	0	reports @	0.00	\$ -
B&O tax on Direct Expense Services		@		\$ -
Certified Deliveries/Priority w/tracking		@		\$ -
Mileage	312	miles @	0.70	\$ 218.40
Recordings	2	each @	310.00	\$620
Waiver Evaluation	1	each @	3,000.00	\$3,000
				\$0
Subtotal			0.00	\$ 3,838

Contract Land Staff, LLC \$ 23,549

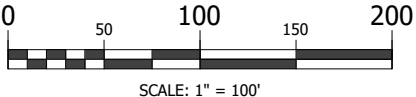


JOHN LINER RD
Scale: 1" = 100'-0"

A ——— A' GEOLOGIC CROSS SECTION

EXPLORATION LEGEND

- HWA-1  BORING APPROXIMATE LOCATION (HWA, 2025)
- B-2  BORING APPROXIMATE LOCATION (GEOENGINEERS, 2019)



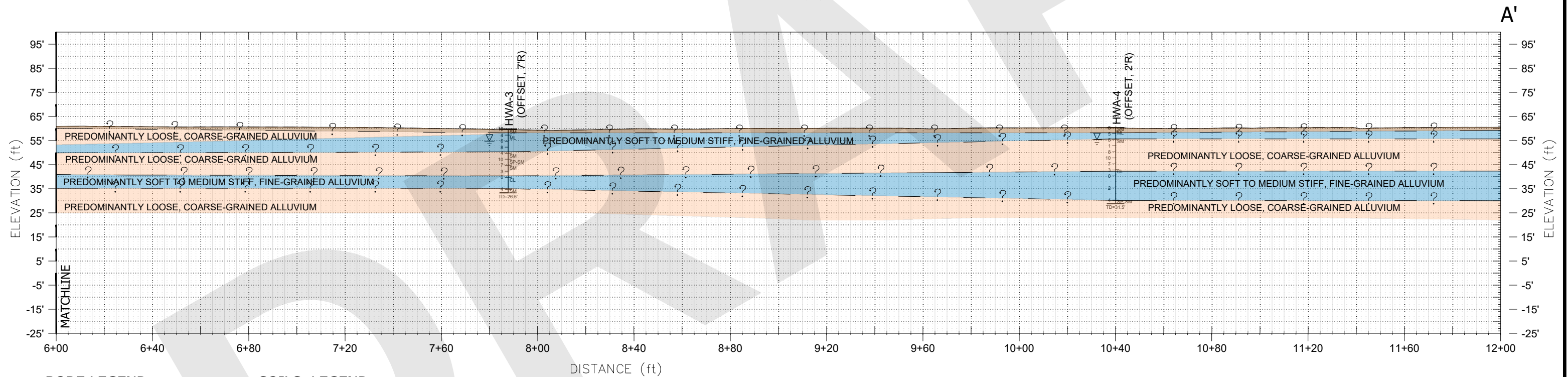
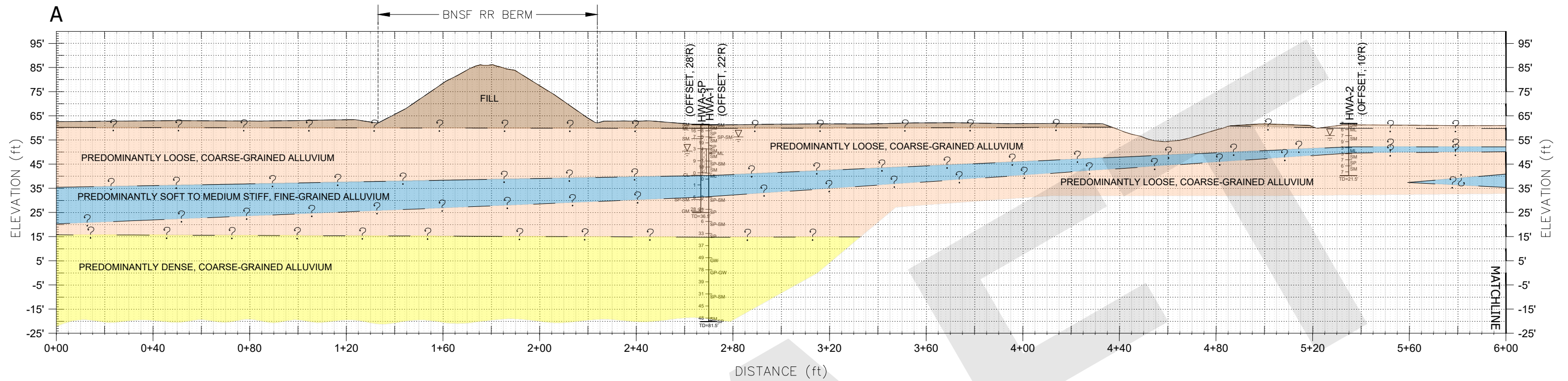
AERIAL IMAGERY REFERENCE IS APPROXIMATE AND MAY APPEAR OFFSET FROM SURVEYED DATA AND BASEMAPS.



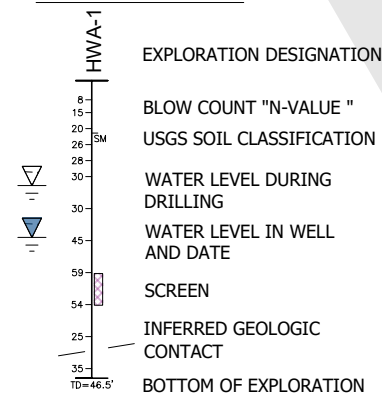
JONES/JOHN LINER RR UNDERCROSSING
SEDRO-WOOLLEY, WASHINGTON

SITE AND
EXPLORATION PLAN

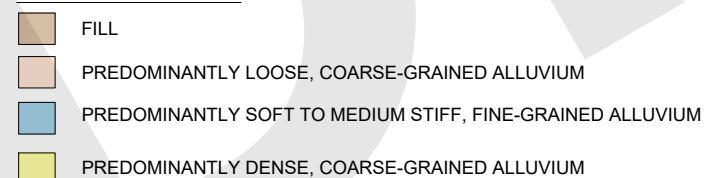
DRAWN BY:	FIGURE NO.:
CF	2
CHECK BY:	PROJECT NO.:
BOB	2025-037-21



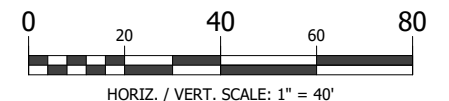
BORE LEGEND



SOILS LEGEND



NOTE: THE SUBSURFACE CONDITIONS SHOWN ARE BASED ON WIDELY SPACED BORINGS AND SHOULD BE CONSIDERED APPROXIMATE. FURTHERMORE, THE CONTACT LINES SHOWN BETWEEN UNITS ARE INTERPRETIVE IN NATURE AND MAY VARY Laterally OR VERTICALLY OVER RELATIVELY SHORT DISTANCES ON SITE.

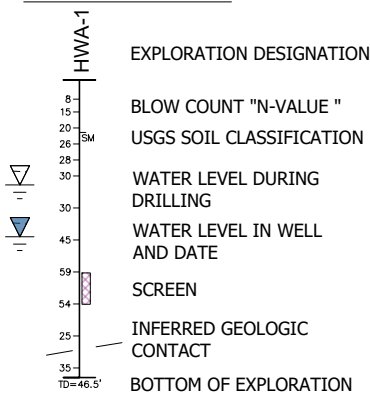


JONES/JOHN LINER RR UNDERCROSSING
SEDRO-WOOLLEY, WASHINGTON

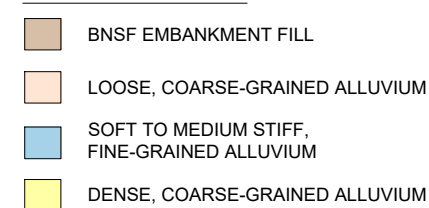
GEOLOGIC CROSS
SECTION A-A'

DRAWN BY:	FIGURE NO.:
CF	3
CHECK BY:	PROJECT NO.:
MAB/BOB	2025-037-21

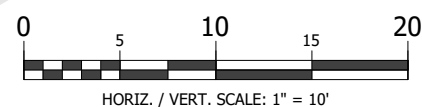
BORE LEGEND



SOILS LEGEND



NOTE: THE SUBSURFACE CONDITIONS SHOWN ARE BASED ON WIDELY SPACED BORINGS AND SHOULD BE CONSIDERED APPROXIMATE. FURTHERMORE, THE CONTACT LINES SHOWN BETWEEN UNITS ARE INTERPRETIVE IN NATURE AND MAY VARY Laterally OR VERTICALLY OVER RELATIVELY SHORT DISTANCES ON SITE.



JONES/JOHN LINER RR UNDERCROSSING
SEDRO-WOOLLEY, WASHINGTON

TYPICAL RAILROAD
UNDERCROSSING
SECTION

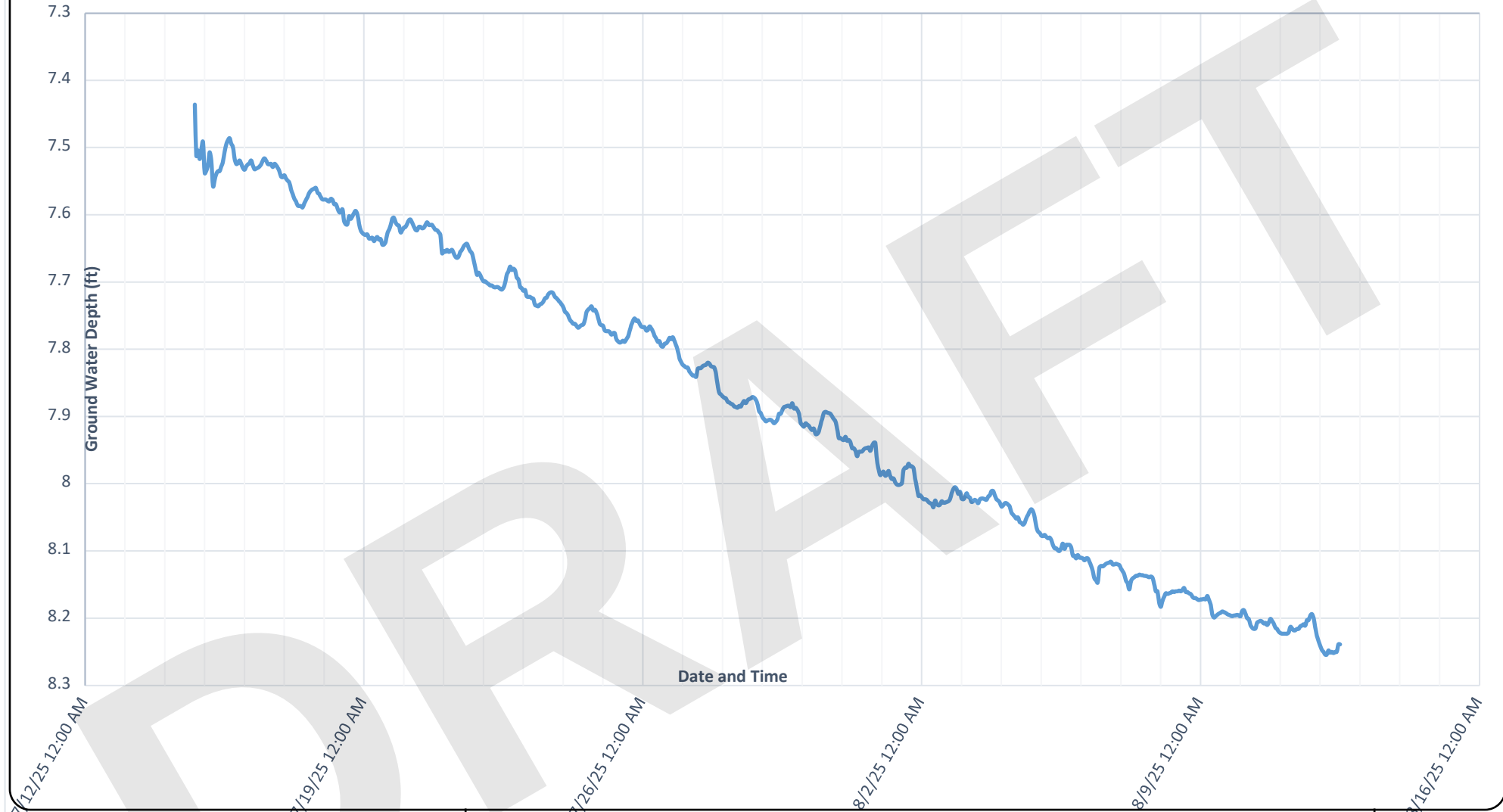
DRAWN BY:
CF

CHECK BY:
MAB/BOB

FIGURE NO.:
5

PROJECT NO.:
2025-037-21

HWA-5P Ground Water Data



HWA GEOSCIENCES INC.

HWA-5P WATER LEVEL DATA

**JONES/JOHN LINER RR UNDERCROSSING
SEDRO-WOOLLEY, WASHINGTON**

FIGURE NO.

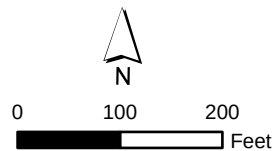
4

PROJECT NO.

2025-037-21



Data Source: USGS, Skagit County



○ Upland Data Plot	— Delineated Stream	Study Area
△ Wetland Data Plot	— Delineated Stream	Skagit County Tax Parcel
— Delineated Wetland	— NHD Stream	Sedro-Woolley City Limits
— Estimated Wetland	— 200-foot Stream Buffer	* Feature continues beyond delineated limits
— 50-foot Wetland Buffer	— Delineated Ditch	

Jones/John Liner Railroad Undercrossing Project

Critical Areas Report

Delineated Features



9/2/2025

Accuracy statement: Delineated features and data plots were mapped using professional grade survey equipment. Final map accuracy was submeter.