



Next Ord:2110-25  
Next Res:1172-25

## **CITY COUNCIL AGENDA**

**November 25, 2025**

**6:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

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

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

- 1. Minutes - Study Session City Council Meeting - November 5, 2025
- 2. Minutes - Regular City Council Meeting - November 12, 2025
- 3. Check Register - Regular
- 4. Appointment to Sedro-Woolley Housing Authority Commission - James Cox
- 5. Appointment to Sedro-Woolley Housing Authority Commission - Daniel Hasenoehrl
- 6. Resolution 1170-25 - Surplus IT Equipment
- 7. 2025-229-CN-Amend - Envisio - Five Year Extension of Software Service

- f. Introduction of Special Guests and Presentation**

- g. City Administrator Report**

- 1. Small Works Project Priorities Program

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

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

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

- k. Public Hearing(s)**

- l. Unfinished Business**

- 1. Ordinance 2109-25 - 2026 Budget Amendment No. 1 - 2nd Read

- m. Closed Session**

1. To Discuss A Collective Bargaining Agreement

**n. New Business**

1. Collective Bargaining Agreement 2025-2027 - Sedro-Woolley Public Safety Guild - Police Commissioned
2. Resolution 1171-25 - 2026 Master Fee Schedule - 1st Read
3. 2025-228-IA - Thompson, Guildner & Associates, Inc., P.S. - Municipal Legal and Support Services

**o. Information Only Items**

**p. Executive Session**

**q. Adjournment**

**r. Closed Session**

1. To Discuss A Collective Bargaining Agreement

Next Meeting(s) City Council Study Session and Strategic Planning Committee - December 3, 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**

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**Agenda Item No.:** e.1.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk

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

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**RECOMMENDED ACTION:**

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

**BACKGROUND/SUMMARY INFORMATION:**

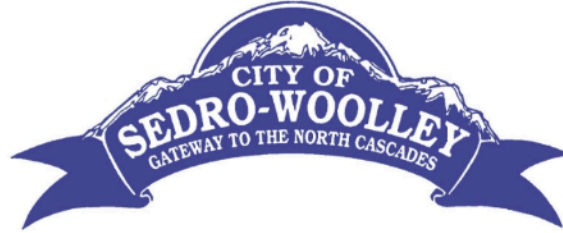
Minutes recorded from City Council Study Session held on November 5, 2025.

**FISCAL IMPACT, IF APPROPRIATE:**

None.

**ATTACHMENTS:**

1. 2025.11.05 City Council Study Session Minutes



Study Session Meeting of the City Council  
November 5, 2025 - 6:00 PM Hybrid Meeting

**a. Call to Order**

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

**b. Pledge of Allegiance**

**c. Roll Call**

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

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

**e. Unfinished Business**

1. House Bill 1590 RFP Additional Project Funding Options

City Administrator Charlie Bush presented House Bill 1590 RFP additional project funding options to the council.

Motion made by Councilmember Henderson and seconded by Councilmember Kesti to not move forward with additional funding to House Bill 1590. Motion carried (5-2). Councilmember Burns and Councilmember Cocke opposed.

**f. New Business**

1. Housing and Human Services Funding Requests

City Administrator Charlie Bush presented Housing and Human Services Funding Requests.

Grant Manager Erik Larsen from Helping Hands Food Bank, Tom Pierce from YMCA, Audrea Woll from Family Promise, and Felicia Minto from Home Trust presented to the council. Ron McHenry of Boys and Girls Club withdrew their application.

Motion made by Councilmember Cocke and seconded by Councilmember Lavacca to approve the funding of \$40,000 to Helping Hands Food Bank and \$40,000 to Family Promise from the sale of the land currently occupied by Helping Hands Food Bank. Motion carried (4-3). Councilmembers Kesti, Councilmember Henderson and Councilmember Loy opposed.

2. Ordinance 2108-25 - 2026 Property Tax - 1st Read

Finance Director Kelly Kohnken presented Ordinance 2108-25, 2026 Property Tax to the council.

No action was taken.

**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](mailto:finance@sedro-woolley.gov) Attn: 'Public Comment' until 4:30pm the day before the meeting.

A public comment period was held.

Dan Symonds and Dennis O'Neil made public comment.

**h. Adjournment**

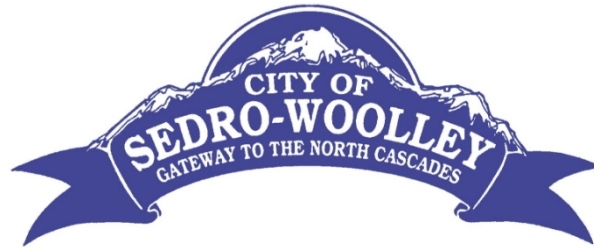
The meeting adjourned at 7:41pm.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kelly Kohnken, City Clerk

\_\_\_\_\_  
Julia Johnson, Mayor



**City Council Agenda Item**

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**Agenda Item No.:** e.2.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk

**Subject:** Minutes - Regular City Council Meeting - November 12, 2025

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**RECOMMENDED ACTION:**

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

**BACKGROUND/SUMMARY INFORMATION:**

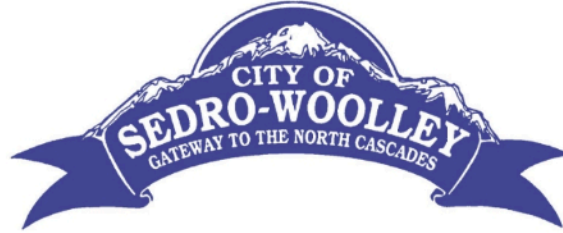
Minutes recorded for the Regular City Council Meeting held on November 12, 2025.

**FISCAL IMPACT, IF APPROPRIATE:**

None.

**ATTACHMENTS:**

1. 2025.11.12 Regular City Council Meeting Minutes



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

**a. Call to Order**

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

**b. Pledge of Allegiance**

**c. Roll Call**

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

**d. Approval of Agenda**

Motion made by Councilmember Burns and seconded by Councilmember Lavacca to approve the agenda with the addition of an executive session. Motion carried (6-0).

**e. Consent Agenda**

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

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

1. Minutes - Regular City Council Meeting - October 8, 2025
2. Minutes - Regular City Council Meeting - October 22, 2025
3. Check Register - Regular
4. Lodging Tax Advisory Committee - Volunteer Appointment
5. 2025-220-ILA - Skagit County - Renewal of Public Works Cooperative
6. Resolution 1169-25 - Appointment of Brock Stiles as Municipal Court Judge  
2025-221-PS - Brock Stiles, Stiles and Lehr Inc - Judicial Services
7. 2025-22-PS - Zachor, Stock & Krepps Inc., P.S. - Extending Prosecuting Attorney Services
8. 2025-223-ILA - Multi-Jurisdictional Drug, Gang, and Firearms Task Force - Amend Contract

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

**g. City Administrator Report**

1. Envisio Update and Next Steps

City Administrator Charlie Bush shared the Envisio updates and next steps.

No action was taken.

**h. Councilmember and Mayor's Report**

Councilmember Loy was absent.

Councilmember Kesti and Councilmember Diamond had nothing to report.

Councilmember Henderson encouraged council to check up on Councilmember Loy.

Councilmember Cocke shared information discussed at the Planning and Business Committee Meeting. He then thanked all the veterans who have served.

Councilmember Cocke gave a huge shout-out to the Police, and he thinks the red tile roofs at Olmsted Park look great!

Councilmember Burns thanked all veterans who have served and said it was awesome to see the progress of Olmsted Park.

Councilmember Lavacca said the streets of Township are looking great and then mentioned the Sedro-Woolley Flower Shop is looking better.

Mayor Julia Johnson thanked all veterans who have served, and mentioned her thoughts and prayers go out to Councilmember Loy and family.

Mayor Julia Johnson announced the Housing Task Force meeting is scheduled for November 18, 2025, at 6:00pm and on November 20, 2025, the Housing Policy Forum at the Sedro-Woolley Community Center., and also mentioned an open house in Mount Vernon by the YMCA.

**i. Proclamation(s)**

**j. Public Comments**

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

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

A public comment period was held.

**k. Public Hearing(s)**

1. Ordinance 2108-25 - 2026 Property Tax - 2nd Read

Finance Director Kelly Kohnken presented Ordinance 2108-25, 2026 Property Tax.

Motion made by Councilmember Lavacca and seconded by Councilmember Diamond to approve the 0% property tax version of Ordinance 2108-25. Motion carried (6-0).

2. Ordinance 2109-25 - 2026 Budget Amendment No. 1 - 1st Read

Finance Director Kelly Kohnken presented Ordinance 2109-25, 2026 Budget Amendment No. 1.

No action was taken.

**l. Unfinished Business**

**m. New Business**

1. Easement - Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements

Public Works Director Bill Bullock shared the Easement, Township Street (SR 9) and John Liner Rd / McGargile Rd Intersection Improvements with the council.

Motion made by Councilmember Henderson and seconded by Councilmember Cocke to authorize Mayor Julia Johnson, or designee, to sign a deed and dedication for public right of way and sight-distance easements for two city-owned parcels at SR9 / Township Street & John Liner / McGargile Rd. Motion carried (6-0).

2. 2025-225-CN and 2025-226-CN - Olmsted Park and Riverfront Park Caregivers - 1st Read

Public Works Director Bill Bullock presented Contracts 2025-225-CN and 2025-226-CN, Olmsted Park and Riverfront Park Caregivers.

Motion made by Councilmember Burns and seconded by Councilmember Lavacca to execute park caretaker agreements 2025-225-CN and 2025-226-CN for Olmsred Park and Riverfront Park. Motion carried (6-0).

3. Stormwater Management Plan - Revised Rate Proposal

Public Works Director Bill Bullock presented the Stormwater Management Plan with the revised rate proposal.

Motion made by Councilmember Henderson and seconded by Councilmember Kesti to adopt the proposed stormwater rate increase of 5% as outlined in the Stormwater Capital Funding Scenarios: Option 4 as presented to include hiring an additional stormwater maintenance employee in 2026. Motion carried (6-0).

**n. Information Only Items**

**o. Executive Session**

At 7:06 pm, Mayor Julia announced the City Council, City Attorney Nikkii Thompson, and City Administrator Charlie Bush, would be in executive session to discuss current or potential litigation (RCW 42.30.110(i)) for 10 minutes, to return at 7:16pm.

The executive session was extended by 10 minutes to return at 7:26pm.

The executive session was extended once more by 10 minutes to return at 7:36pm.

At 7:37pm, the council returned. No decision was made.

**p. Adjournment**

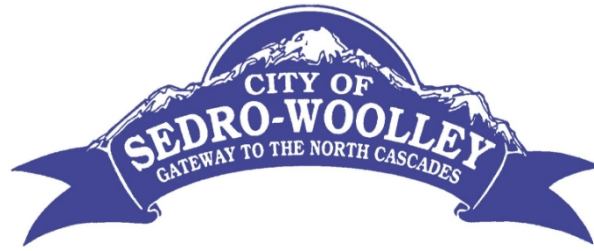
The meeting adjourned at 7:37pm.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kelly Kohnken, City Clerk

\_\_\_\_\_  
Julia Johnson, Mayor



**City Council Agenda Item**

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**Agenda Item No.:** e.3.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk

**Subject:** Check Register - Regular

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**RECOMMENDED ACTION:**

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

**BACKGROUND/SUMMARY INFORMATION:**

Claims checks #205560 through #205656, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61497 through #61502.

**FISCAL IMPACT, IF APPROPRIATE:**

Claims checks, plus EFTs, totaling \$1,504,669.80

Surcharges totaling \$26,185.94

Payroll totaling \$444,024.40

**ATTACHMENTS:**

1. 2025-11-25 Check Register
2. 2025\_10\_October\_SerCharge

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
11750	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	110.24	
					401 - 535 80 47 000 - Public Utilities	110.24	
11751	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	76.30	
					101 - 576 80 47 052 - Bingham Caretaker	76.30	
11752	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	249.39	
					001 - 522 50 47 000 - Public Utilities	249.39	
11753	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	32.31	
					104 - 559 30 01 105 - Utility Payments on Redevelop	32.31	
11754	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	119.96	
					412 - 537 80 47 000 - Public Utilities	119.96	
11755	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	39.09	
					401 - 535 80 47 000 - Public Utilities	39.09	
11756	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	140.33	
					103 - 542 63 47 000 - Public Utilities	140.33	
11757	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	42.31	
					101 - 576 80 47 050 - Hammer Square	42.31	
11758	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	259.09	
					101 - 576 80 47 020 - Senior Center	259.09	
11759	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	377.20	
					101 - 576 80 47 070 - City Hall	377.20	
11760	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	34.21	
					001 - 521 20 47 000 - Public Utilities	34.21	
11761	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	32.61	
					401 - 535 80 47 000 - Public Utilities	32.61	
11762	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	213.61	
					101 - 576 80 47 053 - Other Utilities	213.61	
11763	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	132.91	
					101 - 576 80 47 010 - Community Center	132.91	
11764	11/25/2025	Claims	2	EFT	Cascade Natural Gas Corp	535.95	
					101 - 576 80 47 070 - City Hall	535.95	
11765	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	57.49	
					101 - 576 80 47 000 - Riverfront	57.49	
11766	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
					101 - 576 80 47 000 - Riverfront	43.29	
11767	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	57.49	
					102 - 536 20 47 000 - Public Utilities	57.49	
11768	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
					101 - 576 80 47 000 - Riverfront	43.29	
11769	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	321.89	
					101 - 576 80 47 000 - Riverfront	321.89	
11770	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	72.08	
					412 - 537 80 47 000 - Public Utilities	72.08	
11771	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	279.28	
					401 - 535 80 47 000 - Public Utilities	279.28	
11772	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	463.92	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 070 - City Hall			463.92	
11773	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	263.82	
			101 - 576 80 47 053 - Other Utilities			263.82	
11774	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	157.30	
			101 - 576 80 47 051 - Bingham / Memorial			157.30	
11775	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
			101 - 576 80 47 040 - Train			43.29	
11776	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	39.33	
			101 - 576 80 47 070 - City Hall			39.33	
11777	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	164.40	
			101 - 576 80 47 050 - Hammer Square			164.40	
11778	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
			401 - 535 80 47 000 - Public Utilities			43.29	
11779	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
			001 - 521 20 47 000 - Public Utilities			43.29	
11780	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	72.08	
			401 - 535 80 47 000 - Public Utilities			72.08	
11781	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	43.29	
			401 - 535 80 47 000 - Public Utilities			43.29	
11782	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	185.99	
			101 - 576 80 47 010 - Community Center			185.99	
11783	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	1,530.23	
			101 - 576 80 47 020 - Senior Center			1,530.23	
11784	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	456.81	
			101 - 576 80 47 000 - Riverfront			456.81	
11785	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	150.85	
			101 - 576 80 47 053 - Other Utilities			150.85	
11786	11/25/2025	Claims	2	EFT	Cnty of Skagit Public Utility	558.21	
			401 - 535 80 47 000 - Public Utilities			558.21	
11787	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	17.36	
			103 - 542 63 47 000 - Public Utilities			17.36	
11788	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	221.66	
			001 - 521 20 47 000 - Public Utilities			221.66	
11789	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	61.29	
			401 - 535 80 47 000 - Public Utilities			61.29	
11790	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	29.98	
			101 - 576 80 47 053 - Other Utilities			29.98	
11791	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	514.35	
			101 - 576 80 47 000 - Riverfront			514.35	
11792	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	295.76	
			101 - 576 80 47 000 - Riverfront			295.76	
11793	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.87	
			101 - 576 80 47 000 - Riverfront			10.87	
11794	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	96.45	
			103 - 542 63 47 000 - Public Utilities			96.45	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
11795	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	182.20	
					101 - 576 80 47 052 - Bingham Caretaker	182.20	
11796	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	361.61	
					101 - 576 80 47 010 - Community Center	361.61	
11797	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	24.90	
					103 - 542 63 47 000 - Public Utilities	24.90	
11798	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	50.17	
					102 - 536 20 47 000 - Public Utilities	50.17	
11799	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	118.71	
					103 - 542 63 47 000 - Public Utilities	118.71	
11800	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	120.13	
					103 - 542 63 47 000 - Public Utilities	120.13	
11801	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	165.44	
					401 - 535 80 47 000 - Public Utilities	165.44	
11802	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.87	
					101 - 576 80 47 053 - Other Utilities	10.87	
11803	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	30.78	
					425 - 531 50 47 000 - Public Utilities	30.78	
11804	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	18.58	
					101 - 576 80 47 040 - Train	18.58	
11805	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	126.70	
					412 - 537 80 47 000 - Public Utilities	126.70	
11806	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	14,977.65	
					401 - 535 80 47 000 - Public Utilities	14,977.65	
11807	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	13.67	
					101 - 576 80 47 000 - Riverfront	13.67	
11808	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	146.51	
					401 - 535 80 47 000 - Public Utilities	146.51	
11809	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	503.74	
					401 - 535 80 47 000 - Public Utilities	503.74	
11810	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	131.26	
					425 - 531 50 47 000 - Public Utilities	131.26	
11811	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	49.62	
					101 - 576 80 47 030 - Museum Apartments	49.62	
11812	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	11.49	
					101 - 576 80 47 030 - Museum Apartments	11.49	
11813	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	151.15	
					401 - 535 80 47 000 - Public Utilities	151.15	
11814	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	31.78	
					101 - 576 80 47 030 - Museum Apartments	31.78	
11815	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	166.95	
					101 - 576 80 47 050 - Hammer Square	166.95	
11816	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	3,870.55	
					101 - 576 80 47 070 - City Hall	3,870.55	
11817	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	82.16	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 47 000 - Public Utilities			82.16	
11818	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	504.62	
			101 - 576 80 47 020 - Senior Center			504.62	
11819	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	342.75	
			401 - 535 80 47 000 - Public Utilities			342.75	
11820	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	197.90	
			401 - 535 80 47 000 - Public Utilities			197.90	
11821	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	308.28	
			401 - 535 80 47 000 - Public Utilities			308.28	
11822	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	22.78	
			001 - 521 20 47 000 - Public Utilities			22.78	
11823	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	897.44	
			001 - 522 50 47 000 - Public Utilities			897.44	
11824	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	117.68	
			101 - 576 80 47 051 - Bingham / Memorial			117.68	
11825	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	8.14	
			104 - 559 30 01 105 - Utility Payments on Redevelop			8.14	
11826	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	701.04	
			401 - 535 80 47 000 - Public Utilities			701.04	
11827	11/25/2025	Claims	2	EFT	Puget Sound Energy, Inc.	108.38	
			101 - 576 80 47 051 - Bingham / Memorial			108.38	
11828	11/25/2025	Claims	2	EFT	US Bank -- Purchase Cards	10,892.48	
			631 - 389 90 01 631 - Unapplied Cash - Suspense			-122.22	
			001 - 513 10 41 000 - Professional Services-Other			150.00	
			001 - 513 10 43 000 - Meals/Travel			61.65	
			001 - 513 10 49 000 - Tuition/Registration			21.00	
			001 - 513 10 49 000 - Tuition/Registration			35.00	
			001 - 513 10 49 000 - Tuition/Registration			750.00	
			001 - 514 23 31 000 - Supplies			118.33	
			001 - 514 23 31 001 - Supplies - EMS Billing			80.00	
			001 - 514 23 41 011 - Professional Services			40.00	
			001 - 518 10 49 010 - Dues/Subscriptions			-236.60	
			001 - 518 10 49 010 - Dues/Subscriptions			85.00	
			001 - 518 10 49 010 - Dues/Subscriptions			175.00	
			001 - 521 20 26 000 - Uniforms/Accessories			118.35	
			001 - 521 20 26 000 - Uniforms/Accessories			133.85	
			001 - 521 20 31 002 - Office/Operating Supplies			86.95	
			001 - 521 20 31 002 - Office/Operating Supplies			705.89	
			001 - 521 20 31 002 - Office/Operating Supplies			154.97	
			001 - 521 20 31 002 - Office/Operating Supplies			138.99	
			001 - 521 20 31 002 - Office/Operating Supplies			137.94	
			001 - 521 30 31 010 - Public Education Supplies			263.00	
			001 - 521 40 43 000 - Travel			996.95	
			001 - 521 40 49 000 - Tuition/Registration			189.00	
			001 - 521 40 49 000 - Tuition/Registration			385.00	
			001 - 521 40 49 000 - Tuition/Registration			-1,050.00	
			001 - 521 40 49 000 - Tuition/Registration			-949.00	
			001 - 522 20 31 000 - Operating Supplies			116.15	
			001 - 524 20 49 030 - Misc-Tuition/Registration			13.33	
			401 - 535 80 35 010 - Safety Equipment			86.95	
			401 - 535 80 35 010 - Safety Equipment			86.95	
			401 - 535 80 41 020 - Collection Services			368.97	
			401 - 535 80 41 020 - Collection Services			19.00	
			401 - 535 80 41 020 - Collection Services			37.00	
			412 - 537 80 41 020 - Collection Services			368.96	

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			412 - 537 80 41 020 - Collection Services			19.00	
			412 - 537 80 41 020 - Collection Services			37.00	
			001 - 558 60 43 000 - Travel			602.80	
			001 - 558 60 43 000 - Travel			463.30	
			001 - 558 60 49 010 - Dues/Subscript/Membership			13.34	
			001 - 558 60 49 020 - Filing/Recording Fees			318.23	
			001 - 558 60 49 020 - Filing/Recording Fees			312.08	
			001 - 558 60 49 030 - Tuition/Registration			21.00	
			104 - 559 30 00 105 - Redevelopment of Property for			347.52	
			101 - 576 80 31 003 - Operating Sup - Parks Shop			35.08	
			101 - 576 80 31 006 - Operating Sup - City Hall			98.58	
			101 - 576 80 35 000 - Small Tools & Minor Equip			76.01	
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			206.40	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			3,799.91	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			21.93	
			001 - 595 10 43 000 - Travel			496.17	
			001 - 595 10 49 000 - Dues/Memberships			13.33	
			001 - 595 10 49 010 - Tuition/Registration			200.00	
11829	11/25/2025	Claims	2	EFT	WA St Dept of Revenue	23,649.74	
			425 - 531 50 44 000 - Taxes & Assessments			1,511.68	
			401 - 535 80 44 010 - Taxes & Assessments			9,057.74	
			102 - 536 20 44 010 - Taxes And Assessments			122.92	
			106 - 536 30 44 010 - Taxes and Assessments			3.50	
			412 - 537 80 44 001 - Taxes & Assessments			12,850.90	
			101 - 576 80 44 010 - Taxes And Assessments			79.34	
			102 - 589 30 11 102 - DO NOT USE - Sales Tax Remit			23.66	
11830	11/25/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	481.52	
			401 - 535 80 42 020 - Telephone			481.52	
11831	11/25/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	236.30	
			001 - 518 80 42 021 - Internet Services			236.30	
11832	11/25/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	155.31	
			101 - 576 80 47 070 - City Hall			155.31	
11833	11/25/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	898.63	
			001 - 512 50 42 020 - Telephone			53.92	
			001 - 513 10 42 020 - Telephone			80.88	
			001 - 514 23 42 020 - Telephone			80.88	
			001 - 515 31 42 001 - Telephone			35.95	
			001 - 518 80 42 020 - Telephone			26.96	
			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			71.87	
			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	
			001 - 595 10 42 020 - Telephone			62.90	
11834	11/25/2025	Claims	2	205560	A-1 Mobile Lock & Key	20.65	
			101 - 576 80 48 016 - City Hall			20.65	
11835	11/25/2025	Claims	2	205561	A-1 Safety Tree Service	760.20	
			103 - 542 30 48 005 - Street Tree Maintenance			760.20	
11836	11/25/2025	Claims	2	205562	AWC - Employee Benefit Trust	3,424.40	
			001 - 521 20 27 000 - Retired Medical			3,424.40	
11837	11/25/2025	Claims	2	205563	Affordable Funderal Supply	453.45	
			102 - 536 20 31 010 - Operating Supplies			453.45	
11838	11/25/2025	Claims	2	205564	All-Phase Electric	410.34	

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			101 - 576 80 48 004		Community Center	410.34	
11839	11/25/2025	Claims	2	205565	Amazon Capital Svcs, Inc	3,001.92	
			001 - 512 50 31 000		Supplies	282.20	
			001 - 514 23 31 000		Supplies	196.80	
			001 - 514 23 31 000		Supplies	18.43	
			001 - 514 23 31 000		Supplies	18.97	
			001 - 514 23 31 000		Supplies	45.59	
			001 - 514 23 31 000		Supplies	175.18	
			001 - 521 20 31 002		Office/Operating Supplies	131.48	
			001 - 521 20 31 002		Office/Operating Supplies	29.31	
			001 - 521 20 31 002		Office/Operating Supplies	329.92	
			001 - 521 20 31 002		Office/Operating Supplies	75.92	
			001 - 522 20 35 000		Small Tools & Minor Equip	878.85	
			001 - 524 20 31 000		Off/Oper Supps & Books	2.90	
			001 - 524 20 31 000		Off/Oper Supps & Books	6.38	
			001 - 524 20 31 000		Off/Oper Supps & Books	8.61	
			401 - 535 50 48 060		Maintenance Of Buildings	46.10	
			401 - 535 80 31 000		Office Supplies	43.43	
			401 - 535 80 31 000		Office Supplies	99.88	
			412 - 537 80 31 000		Operating Supplies	28.23	
			412 - 537 80 48 000		Repair/Maintenance	83.62	
			001 - 558 60 31 000		Supplies/Books	2.89	
			001 - 558 60 31 000		Supplies/Books	6.38	
			001 - 558 60 31 000		Supplies/Books	8.61	
			101 - 576 80 48 010		Office Equip	270.47	
			101 - 576 80 48 016		City Hall	66.84	
			101 - 576 80 48 021		Equipment	127.04	
			001 - 595 10 31 000		Supplies	2.89	
			001 - 595 10 31 000		Supplies	6.39	
			001 - 595 10 31 000		Supplies	8.61	
11840	11/25/2025	Claims	2	205566	Angel Armor LLC	2,014.36	
			001 - 521 20 26 020		Balistic Vests	2,014.36	
11841	11/25/2025	Claims	2	205567	Axon Enterprise, Inc.	16,172.18	
			001 - 591 28 70 002		Lease - Police Tasers	16,172.18	
11842	11/25/2025	Claims	2	205568	BNSF Railway Co	87,663.00	
			104 - 595 30 63 081		Const-Jones/John Liner BNSF L	87,663.00	
11843	11/25/2025	Claims	2	205569	Berg Vault Company	1,299.07	
			425 - 531 50 31 000		Operating Supplies	1,018.37	
			102 - 536 20 34 000		Liners	280.70	
11844	11/25/2025	Claims	2	205570	Jana R. Bouzek	408.75	
			001 - 521 20 41 001		Professional Services	408.75	
11845	11/25/2025	Claims	2	205571	Carletti Architects Ps	12,743.35	
			104 - 559 30 00 105		Redevelopment of Property for	10,369.35	
			505 - 594 48 60 021		Const - PW Veh Storage Bldg	2,374.00	
11846	11/25/2025	Claims	2	205572	Central Welding Supply	290.28	
			001 - 522 21 31 000		Operating Supplies - Medical	290.28	
11847	11/25/2025	Claims	2	205573	City of Arlington	257.05	
			001 - 521 40 49 000		Tuition/Registration	257.05	
11848	11/25/2025	Claims	2	205574	Cues, Inc,	1,726.74	
			401 - 535 50 48 000		Maintenance Contracts	1,726.74	
11849	11/25/2025	Claims	2	205575	DS Services of America, Inc.	777.80	
			401 - 535 80 41 000		Professional Services	777.80	
11850	11/25/2025	Claims	2	205576	Databar, Inc	3,114.19	
			425 - 531 50 42 010		Postage	124.57	

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			401 - 535 80 42 015 - Postage			2,024.22	
			412 - 537 80 42 010 - Postage			965.40	
11851	11/25/2025	Claims	2	205577	David Evans & Assoc Inc	16,850.92	
			104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U			16,850.92	
11852	11/25/2025	Claims	2	205578	Dell Marketing LP	1,234.53	
			001 - 521 20 31 002 - Office/Operating Supplies			1,234.53	
11853	11/25/2025	Claims	2	205579	Gregory Dixon	340.00	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			340.00	
11854	11/25/2025	Claims	2	205580	Dobbs Heavy Duty Holdings, LLC	214.11	
			412 - 537 50 48 000 - Repairs/maint-equip			214.11	
11855	11/25/2025	Claims	2	205581	Donald Coggins	13.03	
			001 - 514 23 31 000 - Supplies			13.03	
11856	11/25/2025	Claims	2	205582	E & E Lumber, Inc.	3,644.84	
			401 - 535 50 48 010 - Maintenance Of Lines			23.40	
			102 - 536 20 31 010 - Operating Supplies			51.67	
			102 - 536 20 31 010 - Operating Supplies			5.72	
			103 - 542 30 31 000 - Operating Supplies			18.72	
			103 - 542 30 31 000 - Operating Supplies			8.58	
			104 - 559 30 00 105 - Redevelopment of Property for			3,476.36	
			101 - 576 80 31 001 - Operating Sup - Riverfront			42.68	
			101 - 576 80 31 001 - Operating Sup - Riverfront			10.94	
			101 - 576 80 48 016 - City Hall			6.77	
11857	11/25/2025	Claims	2	205583	Environmental Abatement Svcs Inc.	1,290.48	
			104 - 559 30 00 104 - Redevelopment of Property for			1,099.48	
			104 - 559 30 00 104 - Redevelopment of Property for			191.00	
11858	11/25/2025	Claims	2	205584	Epic Land Solutions Inc	1,534.56	
			104 - 595 20 63 084 - RW - SR20 Cascade Trail - Phase			1,534.56	
11859	11/25/2025	Claims	2	205585	Eurofins Enviro Testing	270.00	
			401 - 535 80 41 000 - Professional Services			69.00	
			401 - 535 80 41 000 - Professional Services			201.00	
11860	11/25/2025	Claims	2	205586	Excavation West Inc	656,718.86	
			101 - 594 76 63 025 - Olmsted Park			656,718.86	
11861	11/25/2025	Claims	2	205587	Facet NW, Inc	125,775.20	
			001 - 558 60 41 000 - Professional Services			11,565.25	
			104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase :			75,865.66	
			104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase :			38,344.29	
11862	11/25/2025	Claims	2	205588	Fastenal Company	12.11	
			412 - 537 80 31 000 - Operating Supplies			12.11	
11863	11/25/2025	Claims	2	205589	Ferguson US Holdings, Inc	5.92	
			101 - 576 80 31 001 - Operating Sup - Riverfront			5.92	
11864	11/25/2025	Claims	2	205590	FirstNET/AT&T Mobility	74.74	
			401 - 535 50 48 000 - Maintenance Contracts			74.74	
11865	11/25/2025	Claims	2	205591	Fremarek, Inc dba	176.85	
			401 - 535 80 31 010 - Operating Supplies			176.85	
11866	11/25/2025	Claims	2	205592	General Code	147.00	
			001 - 511 60 31 001 - Legal Publications			147.00	
11867	11/25/2025	Claims	2	205593	Good to Go!	37.75	
			001 - 521 40 43 000 - Travel			5.00	

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			001 - 521 40 43 000		Travel	27.75	
			001 - 521 40 43 000		Travel	5.00	
11868	11/25/2025	Claims	2	205594	Gray & Osborne Inc	6,111.74	
			425 - 531 50 41 000		Professional Services	6,111.74	
11869	11/25/2025	Claims	2	205595	Guardian Alliance Technologies, Inc.	65.00	
			001 - 591 28 70 001		Lease + Subscription IT (SBITA)	65.00	
11870	11/25/2025	Claims	2	205596	Guardian Security Systems, Inc.	505.66	
			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	
			101 - 576 80 48 016		City Hall	68.00	
11871	11/25/2025	Claims	2	205597	Heritage Bank	398.20	
			104 - 595 30 63 083		Const-SR 9-John Liner-McGariç	398.20	
11872	11/25/2025	Claims	2	205598	Home Depot Credit Services	1,117.35	
			001 - 522 50 48 030		Repair/Maint-Station	292.40	
			101 - 576 80 35 000		Small Tools & Minor Equip	379.01	
			101 - 576 80 48 016		City Hall	299.99	
			101 - 576 80 48 016		City Hall	438.36	
			101 - 576 80 48 016		City Hall	-292.41	
11873	11/25/2025	Claims	2	205599	Hughes Fire Equip Inc	1,798.52	
			001 - 522 20 48 000		Repairs/Maint-Equip	1,798.52	
11874	11/25/2025	Claims	2	205600	Kelley Create	428.88	
			001 - 591 80 70 517		Leases + Subscription IT (SBITA)	428.88	
11875	11/25/2025	Claims	2	205601	Kodex, Inc	245.00	
			001 - 521 20 41 001		Professional Services	245.00	
11876	11/25/2025	Claims	2	205602	Peregrin Sorter dba Laminar Law PLLC	3,850.00	
			001 - 558 60 41 001		Professional Svcs-Reimb	3,850.00	
11877	11/25/2025	Claims	2	205603	Language Exchange, Inc	1,471.25	
			001 - 512 50 41 040		Language Interpreter	1,333.31	
			001 - 521 20 41 001		Professional Services	137.94	
11878	11/25/2025	Claims	2	205604	Les Schwab Tire Center	4,999.49	
			001 - 522 20 48 000		Repairs/Maint-Equip	4,605.71	
			412 - 537 60 47 011		Site Recycling Disposal	393.78	
11879	11/25/2025	Claims	2	205605	NW Center Svcs, Inc dba Lithtex NW	456.64	
			001 - 514 23 31 000		Supplies	226.78	
			412 - 537 80 31 000		Operating Supplies	229.86	
11880	11/25/2025	Claims	2	205606	Richard Loop	1,000.00	Community center Security Deposit
			631 - 389 90 03 631		Unapplied Park and Facility Res	-1,000.00	
11881	11/25/2025	Claims	2	205607	Walter E Nelson Co. of N. WA	54.55	
			401 - 535 80 31 000		Office Supplies	54.55	
11882	11/25/2025	Claims	2	205608	North County Public Defense	21,173.32	
			001 - 515 93 41 000		Indigent Defender	21,173.32	
11883	11/25/2025	Claims	2	205609	North Hill Resources Inc	2,100.00	
			412 - 537 60 47 020		Site Yard Waste Disposal	2,100.00	
11884	11/25/2025	Claims	2	205610	Ogden, Murphy Wallace PLLC	62.00	
			001 - 515 41 41 000		Ext Legal-City Attorney	62.00	

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11885	11/25/2025	Claims	2	205611	Pacific Landscape Architecture LLC	7,616.00	
					102 - 594 36 61 050 - Northern State Cemetery Capit	6,400.00	
					101 - 594 76 63 025 - Olmsted Park	1,216.00	
11886	11/25/2025	Claims	2	205612	Pacific Style Lawn Maint. Inc.	4,887.00	
					101 - 576 80 31 100 - Fertilizer/Herbicide	4,887.00	
11887	11/25/2025	Claims	2	205613	Pape' Group, dba Pape' Machinery Inc.	82.07	
					401 - 535 50 48 040 - Maintenance Of Vehicles	11.61	
					412 - 537 80 31 000 - Operating Supplies	2.61	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	67.85	
					101 - 576 80 48 021 - Equipment	3,312.51	
					101 - 576 80 48 021 - Equipment	-3,312.51	
11888	11/25/2025	Claims	2	205614	Parker Corporate Svcs, Inc.	125.00	
					103 - 542 30 31 000 - Operating Supplies	125.00	
11889	11/25/2025	Claims	2	205615	Power DMS, Inc.	3,020.91	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	3,020.91	
11890	11/25/2025	Claims	2	205616	Puget Sound Energy, Inc.	18,025.43	
					103 - 542 63 47 000 - Public Utilities	4,013.17	
					103 - 542 63 47 000 - Public Utilities	13,635.32	
					103 - 542 63 47 000 - Public Utilities	376.94	
11891	11/25/2025	Claims	2	205617	Quiring Monuments Inc	300.00	
					102 - 536 20 34 000 - Liners	300.00	
11892	11/25/2025	Claims	2	205618	RH2 Engineering Inc	38,303.28	
					401 - 594 35 63 000 - Engineering Services	34,932.70	
					401 - 594 35 63 000 - Engineering Services	3,370.58	
11893	11/25/2025	Claims	2	205619	Reichhardt & Ebe	40,988.95	
					104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped	1,250.29	
					104 - 595 10 63 089 - Eng - John Liner Rd Arterial	1,593.48	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	38,145.18	
11894	11/25/2025	Claims	2	205620	Ricoh USA, Inc	97.97	
					001 - 514 23 31 000 - Supplies	76.07	
					101 - 591 80 70 101 - Subscription It (SBITA) - Parks &	21.90	
11895	11/25/2025	Claims	2	205621	Ricoh USA, Inc	288.32	
					001 - 591 23 70 001 - Lease + Subscription IT (SBITA)	231.08	
					101 - 591 80 70 101 - Subscription It (SBITA) - Parks &	57.24	
11896	11/25/2025	Claims	2	205622	Heather Romano	645.75	
					001 - 521 20 41 001 - Professional Services	645.75	
11897	11/25/2025	Claims	2	205623	SRV Construction Inc	9,465.80	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	9,465.80	
11898	11/25/2025	Claims	2	205624	Sedgwick Claims	4,169.28	
					001 - 511 60 21 001 - Industrial Insurance	3.02	
					001 - 512 50 21 001 - Industrial Insurance	3.73	
					001 - 513 10 21 001 - Industrial Insurance	7.11	
					001 - 514 23 21 001 - Industrial Insurance	30.22	
					001 - 518 80 21 001 - Industrial Insurance	10.13	
					001 - 521 10 21 001 - Industrial Insurance	76.81	
					001 - 521 20 21 001 - Industrial Insurance	1,025.86	
					001 - 522 20 21 001 - Industrial Insurance	723.61	
					001 - 522 21 21 001 - Industrial Insurance	688.06	
					001 - 522 22 21 001 - Industrial Insurance	106.68	
					001 - 522 23 21 001 - Industrial Insurance	551.53	

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			001 - 524 20 21 001		Industrial Insurance	35.57	
			425 - 531 50 21 001		Industrial Insurance	90.67	
			401 - 535 80 21 001		Industrial Insurance	211.57	
			102 - 536 20 21 001		Industrial Insurance	33.78	
			412 - 537 80 21 001		Industrial Insurance	209.79	
			103 - 542 30 21 001		Industrial Insurance	96.01	
			501 - 548 30 21 001		Industrial Insurance	44.31	
			001 - 558 60 21 001		Industrial Insurance	8.89	
			101 - 576 80 21 001		Industrial Insurance	135.12	
			001 - 595 10 21 001		Industrial Insurance	76.81	
11899	11/25/2025	Claims	2	205625	Sedro-Woolley Auto Parts Inc	331.92	
			001 - 518 20 48 000		Repair & Maintenance	68.48	
			425 - 531 50 48 000		Repairs/Maintenance	118.98	
			401 - 535 50 48 020		Maint Of Pumping Equip	25.85	
			412 - 537 80 31 000		Operating Supplies	22.80	
			103 - 542 30 48 010		Repair/Maintenance-Equip	38.61	
			103 - 542 30 48 010		Repair/Maintenance-Equip	-21.72	
			103 - 542 30 48 010		Repair/Maintenance-Equip	30.73	
			103 - 542 30 48 010		Repair/Maintenance-Equip	-30.28	
			101 - 576 80 48 021		Equipment	26.85	
			101 - 576 80 48 021		Equipment	51.62	
11900	11/25/2025	Claims	2	205626	M.T. Gehring dba Sedro-Woolley Auto	744.71	
			001 - 521 20 48 010		Repair & Maint - Auto	744.71	
11901	11/25/2025	Claims	2	205627	Sedro-Woolley Museum	2,129.77	
			108 - 557 30 41 015		S-W Museum	2,129.77	
11902	11/25/2025	Claims	2	205628	Sirchie Acquisition Co LLC	183.53	
			001 - 521 20 31 002		Office/Operating Supplies	109.34	
			001 - 521 20 31 002		Office/Operating Supplies	74.19	
11903	11/25/2025	Claims	2	205629	Skagit Canine Club LLC	360.00	
			001 - 521 20 41 023		Canine	360.00	
11904	11/25/2025	Claims	2	205630	Skagit Cnty Public Works	176,625.99	
			412 - 537 60 47 000		Solid Waste Disposal	87,413.68	
			412 - 537 60 47 000		Solid Waste Disposal	89,212.31	
11905	11/25/2025	Claims	2	205631	Skagit Cnty Treasurer	28.64	
			635 - 589 30 05 635		County Crime Victim Witness P	28.64	
11906	11/25/2025	Claims	2	205632	Skagit Farmers Supply	24.40	
			401 - 535 50 48 010		Maintenance Of Lines	24.40	
11907	11/25/2025	Claims	2	205633	PNG Media LLC, dba Skagit Publishing	538.00	
			001 - 558 60 41 011		Advertising Reimbuseable	306.66	
			001 - 558 60 41 011		Advertising Reimbuseable	231.34	
11908	11/25/2025	Claims	2	205634	Skagit Rock & Gem Club	100.00	
			101 - 382 10 01 101		Community Center Deposits	-100.00	
11909	11/25/2025	Claims	2	205635	Skagit Valley Family YMCA	7,700.00	
			117 - 551 00 00 117		Affordable Housing - Operatio	7,700.00	
11910	11/25/2025	Claims	2	205636	Smarsh Inc.	478.49	
			001 - 591 80 70 517		Leases + Subscription IT (SBIT)	478.49	
11911	11/25/2025	Claims	2	205637	Springbrook Holding Company LLC	34,031.08	
			001 - 514 23 41 011		Professional Services	22,461.66	
			425 - 531 50 41 000		Professional Services	1,049.56	
			401 - 535 50 48 000		Maintenance Contracts	7,238.37	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 41 000		Professional Services	3,281.49	
11912	11/25/2025	Claims	2	205638	Sterling Vet Clinic	165.60	
			001 - 521 20 41 023		Canine	165.60	
11913	11/25/2025	Claims	2	205639	Stiles & Lehr Law Inc., PS	4,530.50	
			001 - 512 50 41 010		Municipal Court Judge	4,530.50	
11914	11/25/2025	Claims	2	205640	Stop Stick, LTD	3,267.77	
			001 - 521 20 31 002		Office/Operating Supplies	3,267.77	
11915	11/25/2025	Claims	2	205641	Systems Design West, LLC	3,963.88	
			001 - 522 21 41 000		EMS Professional Services-Sys	3,963.88	
11916	11/25/2025	Claims	2	205642	Thompson, Guildner & Assoc, Inc P.S.	18,327.13	
			001 - 515 41 41 000		Ext Legal-City Attorney	14,544.20	
			001 - 515 45 41 000		Legal - Litigation	3,782.93	
11917	11/25/2025	Claims	2	205643	Town of La Conner	2,441.67	
			412 - 537 60 47 021		Curbside Yard Waste Disposal	2,441.67	
11918	11/25/2025	Claims	2	205644	John Green, dba Trimline Design	3,438.84	
			501 - 594 21 64 501		Equip & Vehicles - Police	3,438.84	
11919	11/25/2025	Claims	2	205645	HD Supply Inc, dba USA BlueBook	773.10	
			401 - 535 80 31 010		Operating Supplies	605.15	
			401 - 535 80 31 010		Operating Supplies	134.36	
			401 - 535 80 31 010		Operating Supplies	33.59	
11920	11/25/2025	Claims	2	205646	Univar Solutions USA LLC	1,684.39	
			401 - 535 80 31 020		Op Supplies-Chemicals	1,684.39	
11921	11/25/2025	Claims	2	205647	Util Underground Loc Ctr	80.00	
			401 - 535 80 31 010		Operating Supplies	80.00	
11922	11/25/2025	Claims	2	205648	Vestis Group, Inc	44.34	
			401 - 535 80 49 000		Laundry	22.17	
			401 - 535 80 49 000		Laundry	22.17	
11923	11/25/2025	Claims	2	205649	WA St Dept of Natural Res	93.69	
			425 - 531 50 44 000		Taxes & Assessments	93.69	
11924	11/25/2025	Claims	2	205650	WA St Off of Treasurer	2,689.14	
			635 - 586 30 00 635		State Court Fees Remittance	2,689.14	
11925	11/25/2025	Claims	2	205651	WAFD Insurance Group	40,000.00	
			001 - 512 50 46 000		Insurance & Bonds	86.77	
			001 - 514 23 46 000		Insurance & Bonds	642.21	
			001 - 515 31 46 000		Insurance	158.46	
			001 - 518 80 46 000		Insurance	222.54	
			001 - 521 20 46 000		Insurance	3,870.06	
			001 - 522 50 46 000		Insurance	8,739.51	
			001 - 524 20 46 000		Insurance	251.79	
			425 - 531 50 46 000		Insurance	2,724.31	
			401 - 535 80 46 000		Insurance	10,238.17	
			102 - 536 20 46 000		Insurance	888.71	
			412 - 537 80 46 000		Insurance	3,656.91	
			103 - 543 30 46 000		Insurance	4,477.89	
			001 - 558 60 46 000		Insurance	187.34	
			101 - 576 80 46 000		Insurance	3,520.37	
			001 - 595 10 46 000		Insurance	334.96	
11926	11/25/2025	Claims	2	205652	Waste Management of WA Inc.	1,690.68	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 60 47 010 - Curbside Recycling Disposal			1,690.68	
11927	11/25/2025	Claims	2	205653	Deborah West	144.36	Publication Fee - down payment - did not use all of the \$350.00
			001 - 341 81 00 000 - Copying, Postage, Envelopes			-144.36	
11928	11/25/2025	Claims	2	205654	Woods Acquisition Corp	159.25	
			401 - 535 50 48 050 - Maint Of General Equip			159.25	
11929	11/25/2025	Claims	2	205655	Workpointe	1,071.25	
			401 - 535 80 31 000 - Office Supplies			1,071.25	
11930	11/25/2025	Claims	2	205656	World Kinect Energy Services, dba	10,491.94	
			425 - 531 50 32 000 - Vehicle Fuel			323.90	
			425 - 531 50 32 000 - Vehicle Fuel			346.67	
			425 - 531 50 32 000 - Vehicle Fuel			129.66	
			425 - 531 50 32 000 - Vehicle Fuel			476.12	
			401 - 535 80 32 000 - Auto Fuel/Diesel			1,601.91	
			412 - 537 80 32 000 - Auto Fuel/Diesel			1,933.68	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,815.07	
			412 - 537 80 32 000 - Auto Fuel/Diesel			328.67	
			412 - 537 80 32 000 - Auto Fuel/Diesel			1,666.54	
			412 - 537 80 32 000 - Auto Fuel/Diesel			132.26	
			103 - 542 30 32 000 - Auto Fuel/Diesel			362.21	
			103 - 542 30 32 000 - Auto Fuel/Diesel			263.17	
			101 - 576 80 32 000 - Auto Fuel/Diesel			112.08	
			001 Current Expense Fund			160,978.39	
			101 Parks & Facilities Fund			681,492.46	
			102 Cemetery Fund			8,668.27	
			103 Street Fund			24,749.27	
			104 Arterial Street Fund			286,635.54	
			106 Cemetery Endowment Fund			3.50	
			108 Lodging Tax Fund			2,129.77	
			117 Housing and Related Services			7,700.00	
			401 Sewer Operations Fund			95,867.67	
			412 Solid Waste Operations Fund			212,465.82	
			425 Stormwater Operations			14,281.96	
			501 Equipment Replacement Fund			3,483.15	
			505 Public Works Facility Fund			2,374.00	
			631 Suspense Fund			1,122.22	
			635 Custodial Fund			2,717.78	
						Claims:	1,504,669.80
			* Transaction Has Mixed Revenue And Expense Accounts			1,504,669.80	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 14:19:24 Date: 11/20/2025

11/25/2025 To: 11/25/2025

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

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

City Of Sedro-Woolley

Time: 15:57:13 Date: 11/20/2025

10/01/2025 To: 10/31/2025

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
9962	10/01/2025	10/31/2025	1	EFT	Ser Chge		US Bank -- Merchant Fees	348.15	OCTOBER 2025 US BANK MERCHANT FEES
								174.07	
								87.04	
								87.04	
9964	10/01/2025	10/31/2025	1		Ser Chge		US Bank -- Merchant Fees	77.99	OCTOBER 2025 US BANK MERCHANT FEES #2
								38.99	
								19.50	
								19.50	
9965	10/01/2025	10/31/2025	1		Ser Chge		Banner Bank	0.63	OCTOBER 2025 PRIOR MO EXCESS CURR/COIN FEE
								0.63	
10120	10/02/2025	10/31/2025	1		Ser Chge		Authorize.Net	8.74	OCTOBER 2025 BANK FEE FOR AUTHORIZE.NET - GOVQA PAYMENTS
								8.74	
10229	10/03/2025	10/31/2025	1		Ser Chge		Payment Tech -- Service Charge	4,915.24	OCTOBER 2025 PAYMENT TECH SERVICE CHARGE - GENERAL
								2,457.62	
								1,228.81	
								1,228.81	
10230	10/03/2025	10/31/2025	1		Ser Chge		Payment Tech -- Service Charge	151.16	OCTOBER 2025 PAYMENT TECH SERVICE CHARGE - GENERAL NON-UTILITY
								151.16	
10231	10/03/2025	10/31/2025	1		Ser Chge		Payment Tech -- Service Charge	71.27	OCTOBER 2025 PAYMENT TECH SERVICE CHARGE - RIVERFRONT
								71.27	
10232	10/03/2025	10/31/2025	1		Ser Chge		Payment Tech -- Service Charge	30.39	OCTOBER 2025 PAYMENT TECH SERVICE CHARGE - BINGHAM
								30.39	
10265	10/06/2025	10/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	2.41	CIVICREC SERVICE FEE FOR \$80.21 - ITEM TRACE#- 091000014482139
								2.41	
10286	10/07/2025	10/31/2025	1		Ser Chge		Xpress Bill Pay - Service Fees	2,460.27	OCTOBER 2025 XPRESS BILL PAY SERVICE FEES
								1,230.13	

# TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 15:57:13 Date: 11/20/2025

10/01/2025 To: 10/31/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			615.07	
		514 23 41 010 Bank Fees		001	Current Expense Fund			615.07	
10600	10/14/2025	10/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	3.10	CIVICREC SERVICE CHARGE FOR \$100.00 - ITEM TRACE#- 091000013564882
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			3.10	
10608	10/15/2025	10/31/2025	1		Ser Chge		US Bank -- Analysis Fees	280.07	OCTOBER 2025 US BANK ANALYSIS FEES
		535 80 41 020 Collection Services		401	Sewer Operations Fund			140.03	
		514 23 41 010 Bank Fees		001	Current Expense Fund			70.02	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			70.02	
10616	10/16/2025	10/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	4.65	CIVICREC SERVICE FEE FOR \$150.00 - ITEM TRACE#- 091000015688104
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			4.65	
10741	10/17/2025	10/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	4.96	CIVICRECSERVICE FEE FOR \$160.00 - ITEM TRACE#- 091000018144964
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			4.96	
10767	10/21/2025	10/31/2025	1		Ser Chge		Petersen, Monte R.	430.05	Payment returned - Frozen/Blocked Account
		343 72 00 001 Curbside Yard Waste F		412	Solid Waste Operations Fund			-25.78	
		343 70 00 010 Utility Tax Collected		412	Solid Waste Operations Fund			-37.88	
		361 40 00 412 Interest On Accts		412	Solid Waste Operations Fund			-1.43	
		343 70 00 000 Garbage/Solid Waste F		412	Solid Waste Operations Fund			-312.40	
		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 00 000 Stormwater Fees		425	Stormwater Operations			-26.98	
		343 10 00 010 Utility Tax Collected		425	Stormwater Operations			-2.84	
10770	10/17/2025	10/31/2025	2		Ser Chge		Puget Sound Energy, Inc.	2,058.73	Paid online for 900 McGarigle Rd Lights Acct # 400004502888.
		559 30 00 104 Redevelopment of Pro		104	Arterial Street Fund			2,058.73	
10902	10/24/2025	10/31/2025	1		Ser Chge		Fiserv., dba Cardpointe	0.40	CIVICREC SERVICE FEE FOR \$12.77 - ITEM TRACE#- 091000016635133
		514 23 41 008 Bank Fees - Park and F		001	Current Expense Fund			0.40	
10919	10/24/2025	10/31/2025	2		Ser Chge		WA St Dept of Prof Licen	504.00	Firearm Online payment
		521 20 41 040 Intergov Svc-Gun Pern		001	Current Expense Fund			504.00	
10956	10/28/2025	10/31/2025	1		Ser Chge		US BANK - Investment SafeKeeping	5,006.91	Investment purchased, accrued interest payment
		361 11 00 001 Investment Interest		001	Current Expense Fund			-5,006.91	

# TRANSACTION JOURNAL

City Of Sedro-Woolley

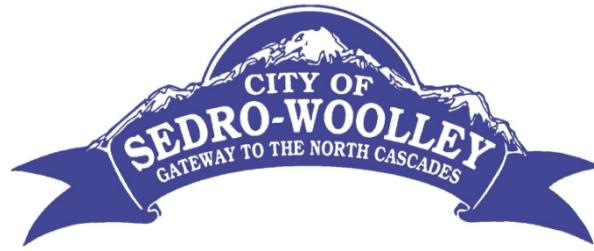
Time: 15:57:13 Date: 11/20/2025

10/01/2025 To: 10/31/2025

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
10959	10/28/2025	10/31/2025	1		Ser Chge		US BANK - Investment SafeKeeping	1,107.64	Investment purchase, acrued interest payment.
		361 11 00 001 Investment Interest		001	Current Expense Fund			-1,107.64	
10973	10/31/2025	10/31/2025	1		Ser Chge		George T. Freeman	-12,370.91	Wrong vendor used, George Freeman 14279, should have been Freeman & Freeman 21917.
		389 90 01 631 Unapplied Cash - Susp		631	Suspense Fund			12,370.91	
10974	10/31/2025	10/31/2025	1		Ser Chge		Wrong vendor used, George Freeman 1	12,370.91	Wrong vendor used, George Freeman 14279, should have been Freeman & Freeman 21917.
		389 90 01 631 Unapplied Cash - Susp		631	Suspense Fund			-12,370.91	
11543	10/31/2025		99		Ser Chge		Municipal Court	8,719.18	October 2025, total court disbursements.
		586 00 01 635 Court Disbursements		635	Custodial Fund			8,719.18	
		Records Printed: 23					Adjustments:	0.00	
							Beginning Balance:	0.00	
							Revenues:	0.00	
							Warrant Expenditures:	0.00	
							Non Warrant Expenditures:	26,185.94	
							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	-3,414.06	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00	0.00	0.00	0.00	101.66	0.00	0.00	0.00
104 Arterial Street Fund	0.00	0.00	0.00	0.00	2,058.73	0.00	0.00	0.00
401 Sewer Operations Fund	0.00	0.00	0.00	0.00	4,040.84	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.00	1,620.21	0.00	0.00	0.00
425 Stormwater Operations	0.00	0.00	0.00	0.00	-29.82	0.00	0.00	0.00
631 Suspense Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
635 Custodial Fund	0.00	0.00	0.00	0.00	8,719.18	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	13,096.74	0.00	0.00	0.00



**City Council Agenda Item**

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**Agenda Item No.:** e.4.

**Date:** November 25, 2025

**From:** Julia Johnson, Mayor

**Subject:** Appointment to Sedro-Woolley Housing Authority Commission - James Cox

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**RECOMMENDED ACTION:**

Motion to appoint James Cox to the Sedro-Woolley Housing Authority Commission for term ending December 31, 2031

**BACKGROUND/SUMMARY INFORMATION:**

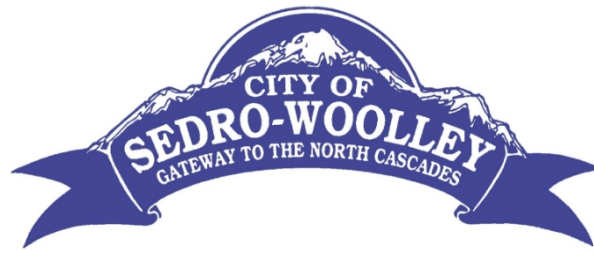
James and his wife, Erica, love being a part of the community and working alongside others to help ensure Sedro Woolley continues to thrive. James has history with these programs, having growing up in HUD housing as a child he understand the need for programs like this to assist families and help them provide a safe and secure home.

James has served on a number of boards, most recently competing a 6 year term with Inspire Church.

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

None



## City Council Agenda Item

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**Agenda Item No.:** e.5.

**Date:** November 25, 2025

**From:** Julia Johnson, Mayor

**Subject:** Appointment to Sedro-Woolley Housing Authority Commission - Daniel Hasenoehrl

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### **RECOMMENDED ACTION:**

Motion to appoint Daniel Hasenoehrl to the Sedro-Woolley Housing Authority Commission for a term ending December 31, 2031.

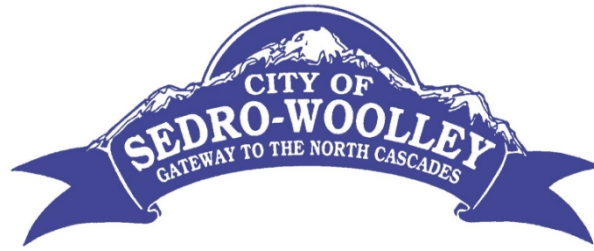
### **BACKGROUND/SUMMARY INFORMATION:**

Daneil has a Bachelor of Arts in Urban and Regional Planning from Eastern Washington University in June 2020, and then worked as an Associate Planner for Spokane County Building and Planning. For the last two years Daniel has been with Skagit County Planning and Development Services. Through his education and work, Daniel has gained hands-on experience with land use policy, administrative code interpretation, and community engagement, and is familiar with the challenges that will arise when working to address homelessness or housing affordability

### **FISCAL IMPACT, IF APPROPRIATE:**

### **ATTACHMENTS:**

None



**City Council Agenda Item**

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**Agenda Item No.:** e.6.

**Date:** November 25, 2025

**From:** Woody Tovar Cano, IT Director

**Subject:** Resolution 1170-25 - Surplus IT Equipment

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**RECOMMENDED ACTION:**

Motion to approve Resolution 1170-25 IT equipment surplus.

**BACKGROUND/SUMMARY INFORMATION:**

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. Surplus\_Resolution\_1170-25

**RESOLUTION NO. 1170-25**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

**WHEREAS**, the equipment identified and listed below has been determined by the Director of Information Technology to no longer be critical to the City of Sedro-Woolley’s needs or operational use, and

**WHEREAS**, the City Council of the City of Sedro-Woolley has determined that it is in the best interest of City to declare as surplus the equipment, and

**WHEREAS**, The City Council is authorized to declare as surplus those items no longer deemed to be necessary to the City’s service requirements under RCW 35.22.280 (B), and

**WHEREAS**, the City Council delegates to the Director of Information Technology the authority to dispose of the property by auction, private sale, sealed bid, through a broker or agent, or other lawful means.

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

**Section 1.** The City Council does hereby declare the following to be surplus:

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	N/A	9D008858	Sharp	QS-2760H	Electronic Calculator
2	N/A	CTFC2YA001441	Insignia	NS-42L780A12	TV
3	N/A	AVADJ4858	MITEL	5212	IP PHONE
4	N/A	AVADC3285	MITEL	5212	IP PHONE
5	N/A	AVADR9946	MITEL	5212	IP PHONE
6	N/A	AVADY8417	MITEL	5212	IP PHONE
7	N/A	AVADC3024	MITEL	5212	IP PHONE
8	N/A	AVADW0245	MITEL	5212	IP PHONE
9	N/A	AVADJ8023	MITEL	5212	IP PHONE
10	N/A	AVADJ2376	MITEL	5224	IP PHONE
11	N/A	AVADR5127	MITEL	5212	IP PHONE
12	N/A	1TKFS1134LEH	MITEL	5312	IP PHONE
13	N/A	AVADR9835	MITEL	5212	IP PHONE
14	003336	U61946D0J544821	BROTHER	HL-21	PRINTER
15	002891	HAQ0A35G02253	ADVUEU	EZ17C	4:3 Monitor
16	N/A	1749k 788A20DC7808-zhKZMa	Ubiquiti	UAP-AC-LITE	Wireless Access Point
17	n/a	GAACP2000110	CyberPower	OR2200LCDRM2U	Rack Mount Battery Backup
18	003617	DMPXS9KHG5D	Apple	A1566	IPAD
19	003620	DMPSC195HG5D	Apple	A1566	IPAD
20	003571	DMQMKF00FK10	Apple	A1474	IPAD
21	003572	DMPPM6YDFK14	Apple	A1474	IPAD

22	003621	DMPT4V3MHG5G	Apple	A1566	IPAD
23	003579	DMPPJX34FK14	Apple	A1474	IPAD
24	003618	DMPSWZFNHG5D	Apple	A1566	IPAD
25	003573	DMPMVSG5FK10	Apple	A1474	IPAD
26	003576	DMPPH9NPFK10	Apple	A1474	IPAD
27	003625	DMPT4VBHHG5G	Apple	A1566	IPAD
28	003668	DMPWW204JMXK	Apple	A1954	IPAD
29	003580	DMPPJT78FK14	Apple	A1474	IPAD
30	003554	DMPNVA49G5YL	Apple	A1567	IPAD
31	003578	DMQPJ9JVFK14	Apple	A1474	IPAD
32	003614	DMPXS86HG5D	Apple	A1566	IPAD
33	003624	DMPT4VA4HGSG	Apple	A1566	IPAD
34	003622	DMPT4V9HG56	Apple	A1566	IPAD
35	003626	DMPT2R4CG5W3	Apple	A1566	IPAD
36	N/A	FFMZL233JC6D	Apple	MQ732LL/A	IPHONE
37	N/A	FFMC40X7JC6F	Apple	MQ742LL/A	IPHONE
38	N/A	FFMZL1HHJC6D	Apple	MQ732LL/A	IPHONE
39	N/A	F2LXW33EHFM2	Apple	MN3822LL/A	IPHONE
40	N/A	FFMZT5G1JC6D	Apple	MQ732LL/A	IPHONE
41	N/A	FFMZV5QFJC6D	Apple	MQ732LL/A	IPHONE
42	N/A	FCCCH2Q9HFXW	Apple	MN5T2LL/A	IPHONE
43	N/A	DX3HF0V9PLK0	Apple	MHG83LL/A	IPHONE
44	N/A	FFMZV4G2JC6D	Apple	MQ732LL/A	IPHONE
45	N/A	F2LX309BGRXD	Apple	MKVG2LL/A	IPHONE
46	N/A	FFMZV4GZJC6D	Apple	MQ732LL/A	IPHONE
47	N/A	DNPS2J30HFLR	Apple	MN1M2LL/A	IPHONE
48	N/A	DX3GD3EKPLJP	Apple	MHG63LL/A	IPHONE
49	N/A	FFMCCG2LJC6C	Apple	MQ722LL/A	IPHONE
50	N/A	FFMZV504JC6D	Apple	MQ732LL/A	IPHONE
51	N/A	FFMZV665JC6D	Apple	MQ732LL/A	IPHONE
52	N/A	FFMCD3K7JC6D	Apple	MQ732LL/A	IPHONE
53	N/A	FFMZV4A4JC6D	Apple	MQ732LL/A	IPHONE
54	N/A	FFMZV6KSJC6D	Apple	MQ732LL/A	IPHONE
55	N/A	FFMZV5FGJC6D	Apple	MQ732LL/A	IPHONE
56	N/A	FFMC1149JC6D	Apple		
57	N/A	FFMZV48BJC6D	Apple	MQ732LL/A	IPHONE
58	N/A	FFMZN2ZZN1MY	Apple		IPHONE
59	N/A	F2LX10WXHFM5	Apple	A1687	IPHONE
60	N/A	FFMCCDVKJC6C	Apple	MQ722LL/A	IPHONE
61	003810	S1521030504	Fusion 5	S15 (US)	LAPTOP
62	003811	S1521030477	Fusion 5	S15 (US)	LAPTOP
63	003815	S1521030498	Fusion 5	S15 (US)	LAPTOP
64	003807	S1521030337	Fusion 5	S15 (US)	LAPTOP
65	003813	S1521030488	Fusion 5	S15 (US)	LAPTOP
66	003808	S1521030470	Fusion 5	S15 (US)	LAPTOP
67	N/A	F9FD800LLNX2	Apple	iPad Air Gen 3	IPAD
68	01560	826276PZ	AcroPrint	ETC	Time punch
69	01257	ZM118714	Listed Electric	50	Letter opener

70	Na	Na	Lainer/HARRIS	LX-055-5	Wired foot Control
71	Na	253029	Lanier	LCT-5	Tape Player
72	NA	152380	Lanier	LCT-2D	Tape Player
73	002619	NA	Lainer/Harris	LX-055-7	Wired foot Control
74	002618	251434	Lainer	LCT-5	Tape Player
75	Na	Na	Lainer	LX-017	Wired foot control
76	NA	NA	Lainer/Harris	LX-017-5	Wired foot control
77	002486	706314	Lainer	LCR-5	Tape Player
78	NA	Na	Perma Power	S-112 & S-122	Speaker System

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 25<sup>th</sup> day of November, 2025

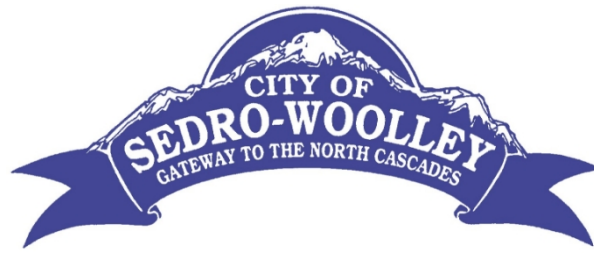
\_\_\_\_\_  
Julia Johnson, Mayor

Attest:

\_\_\_\_\_  
Kelly Kohnken, Finance Director

Approved as to form:

\_\_\_\_\_  
Nikki Thompson, City Attorney



## City Council Agenda Item

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**Agenda Item No.:** e.7.

**Date:** November 25, 2025

**From:** Charlie Bush, City Administrator

**Subject:** 2025-229-CN-Amend - Envisio - Five Year Extension of Software Service

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### **RECOMMENDED ACTION:**

Motion to authorize Mayor Johnson to execute an amendment to the software services agreement (2025-229-CN-Amend) with Envisio for \$14,500 annually for the next 5 years.

### **BACKGROUND/SUMMARY INFORMATION:**

The City contracted with Envisio late in 2024 with the goal of using the Envisio system to provide seamless updates to the City Council and staff on items like the City Council's goals, the Comprehensive Plan, infrastructure projects, and other plans. In year one, key City staff received training, staff inputted the Council Goals into the system, and monthly reporting began on the goals, both to the City Council directly and through a dashboard on the City's website. Future plans include performance management dashboards for departments and an infrastructure map showing updates on Public Works projects. Once completed, staff will also input the City's new Comprehensive Plan into the system.

Envisio is efficient for staff to update, as one update will populate in multiple places. Templates in the system also make it far more efficient than creating manual reports over and over. Internal communication is seamless, handled mostly within the Envisio system. From a community and City Council perspective, the system allows for more regular and deeper reporting on a variety of topics. These reports can be directly delivered, such as through email, or can be self-service, such as those accessed through our website.

Envisio customer service has also been excellent. Envisio staff have been professional and thorough, and have even been willing to do some work needed on our behalf to help us keep our projects moving ahead. With this type of support, the City will be successful in its intentions moving forward with Envisio.

The amendment for a 5-year contract extension is attached. Also attached is the contract signed late in 2024 for 2025. I had an initial one-year term.

### **FISCAL IMPACT, IF APPROPRIATE:**

The City paid the same base rate for 2025, at \$14,500. It also paid an additional amount for start-up costs in 2025, leaving the 2025 total at \$20,975. Staff anticipated this expense for 2026 and have sufficient funding in the 2026 budget to cover the \$14,500 contract cost.

**ATTACHMENTS:**

1. Sedro-Woolley 5 Year
2. Sedro-Woolley Envisio Package Dec 13 2024 - signed



## Appendix A - Quote

Bill To Name	City of Sedro Woolley, WA	Quote Number	1701422
Bill To	325 Metcalf Street Sedro-Woolley, Washington 98284 United States	Created Date	19/11/2025
Contact Name	Charlie Bush	Expiration Date	13/12/2025
Email	cbush@sedro-woolley.gov	Prepared By	Rob Hines
		Email	rhines@envisio.com

Product Description	Quantity	Sales Price	Total Price
Enterprise Software Subscription: Envisio Bundle including unlimited Plans, Analytics, Public Dashboard - Annual Subscription with Unlimited Licenses - ENV-ENT-20M valid from Dec 13 2025 to Dec 12 2030 - Paid in annual installments.	5.00	USD 14,500.00	USD 72,500.00
		Subtotal	USD 72,500.00
		Total Price	USD 72,500.00

### Quote Accepted By:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Terms and Conditions

- Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars and are not inclusive of any applicable taxes. An invoice for the agreed amount will be issued upon acceptance of this quote.
- Acceptance of this quote is acceptance of the accompanying Master Services Agreement (MSA) or a previously signed MSA in the event of renewal/upsell.

Payment methods: ACH, Wire or Check  
Remit to email: finance@envisio.com

#### ACH/Wire Payment To

Account Name: Envisio Solutions Inc. | Bank: Silicon Valley Bank | Bank Address: 3003 Tasman Dr. Santa Clara, CA 95054  
ABA/ACH Routing #: 121140399 | Account #: 3303262267 | Account Type: Checking



ENVISIO SOLUTIONS INC.

## MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. (“**ENVISIO**”) AND ANY CUSTOMER (THE “**CUSTOMER**”) WHO UTILIZES ENVISIO’S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE “**SERVICE**”), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

### ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### 1 PURCHASED SERVICES

#### 1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer (“**Purchased Services**”) on Envisio’s invoice or quotation form (each a “**Quote**”) during a Subscription Term (as defined below), attached hereto as Appendix A.

The Service is hosted on Envisio’s service provider platform, “Heroku” (owned by Salesforce.com). Heroku’s physical infrastructure is hosted and managed within Amazon’s secure data centers and utilizes the Amazon Web Service (“**AWS**”) technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS’s servers either in the USA or Canada (available on request). The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date ‘browser’ software to access the Service, none of which are Envisio’s responsibility.

#### 1.2 Subscription License

Unless otherwise stated in the applicable Quote, the Purchased Services are purchased as a subscription license (the “**Subscription**”) and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

### 2 ENVISIO’S RESPONSIBILITIES

#### 2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond Envisio’s reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, “**Force Majeure**”), or the activities of third parties not under Envisio’s control (including Internet and other service providers) is



not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

## 2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the “Customer Data”) and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and it is solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer’s request.

As part of Envisio’s standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

## 2.3 Software Uptime Agreement

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio’s reasonable control; and
- (c) downtime related to the Customer’s or third party’s hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in Envisio’s sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month’s fee for the use of the Service (the “Credit”).

## 2.4 Service Level Agreement

There are several ways to get support for using Envisio, including online knowledge base, technical support, consulting support, and community support options.

The Customer Success Team technical and consulting support is available during its regular business hours on weekdays that are not legal Canadian holidays. Regular business hours are listed below for the time zone in which your organization is located:

- >> 9:00 am EST until 8:00 pm EST
- >> 8:00 am CST until 7:00 pm CST
- >> 7:00 am MST until 6:00 pm MST
- >> 6:00 am PST until 5:00 pm PST

The following targets will be used for response to support requests:

Severity	Initial Response	Resolution	Updates
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day



<b>Medium</b>	4 hours	As soon as possible	Every other business day
<b>Low</b>	Following business day	Reasonable effort	Weekly

Severity indicators are defined as follows:

- >> *Critical* - Envisio is down and no workaround is available.
- >> *High* - Use of Envisio is impaired but instances are up and running. No workaround is available.
- >> *Medium* - A function of Envisio has failed, but Envisio is still useable. Support is aware of the issue.
- >> *Low* - Envisio functionality is not impaired. This priority also includes feature, information, documentation, how-to, and enhancement requests.

Updates will continue until the issue is resolved or there is a workaround in place. We aim to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, we will provide updates on our progress according to the schedule listed above.

Canadian holidays observed in British Columbia include: New Year's Day (January 1), Family Day (third Monday in February), Good Friday (Friday before Easter), Easter Monday, Victoria Day (Monday before May 25), Canada Day (July 1), British Columbia Day (first Monday in August), Labour Day (first Monday in September), National Day for Truth and Reconciliation (September 30), Thanksgiving (second Monday in October), Remembrance Day (November 11), and Christmas Day (December 25). Envisio offices close for the entire week for the Christmas holiday.

## 2.5 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email [info@envisio.com](mailto:info@envisio.com) within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

## 3 CUSTOMER'S USE OF THE SERVICE

### 3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of user accounts ("**Accounts**") purchased under the Subscription as stated in the Quote. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "**User**" and collectively, the "**Users**") may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business days period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.

### 3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.



The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

### **3.3 Users: Passwords, Access and Notifications**

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not to disclose its Users' login information to any third party and will prevent its employees and personnel from sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

### **3.4 Restrictions**

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

- (a) permit concurrent use of a single User account, or time-sharing of the Service;
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible manner that interferes with the proper working and normal operation of the Service, or detrimentally interferes with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party (other than Users in accordance with Section 3.1).

This Section shall survive any termination or expiration of this Agreement.

## **4 INTELLECTUAL PROPERTY**

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Provider or provided to Customer in connection with the Service (the "Envisio Technology"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.



The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

This Section shall survive any termination or expiration of this Agreement.

## **5 PURCHASED SERVICES AND PAYMENT**

### **5.1 Term of Agreement**

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement (the "**Contract Effective Date**") and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder has expired or been terminated.

### **5.2 Term of Subscriptions and Renewal**

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Quote, attached hereto as Appendix A. Unless otherwise set out in the applicable Quote, each Subscription shall automatically renew for one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the Subscription Term. The per-unit pricing during renewal will increase by 10% per annum, unless otherwise agreed to by the parties.

### **5.3 Service Fees**

The Customer shall pay Envisio the fees specified on the Quote (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term. This Section shall survive any termination or expiration of this Agreement.

### **5.4 Invoicing and Payment**

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Quote, invoiced charges are due net 30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a 2% per month interest charge. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**"). This Section shall survive any termination or expiration of this Agreement.

### **5.5 Applicable Taxes**

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay. This Section shall survive any termination or expiration of this Agreement.



## 6 TERMINATION AND SUSPENSION

### 6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:

- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

### 6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Quotes issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 10.8 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

### 6.3 Termination for Convenience

Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to Envisio of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription Fees for the remainder of the Initial Term of the Agreement.

### 6.4 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service on the date the Subscription Term expires. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3. It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.



## 7 PRICE AND SERVICE CHANGES

### 7.1 Software Subscription Fees

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the Subscription fees by more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to [info@envisio.com](mailto:info@envisio.com) at least 30 days before to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

### 7.2 Professional Services Fees

Envisio shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Envisio, the obligation to provide professional services to the Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Quote

Additional Professional Services required as a result of add-on feature purchases or as a result of implementation delays outside Envisio's control will be charged at our then current rate, currently set at \$225 per hour.

### 7.3 Travel Costs

Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Envisio's standard travel and per diem rates shall apply. Envisio must receive pre-approval from Customer prior to incurring travel costs. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Envisio is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

## 8 WARRANTIES

### 8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "**Help Documentation**"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

### 8.2 Disclaimer of Warranty



THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED “AS IS”, “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 8.2, “ENVISIO” INCLUDES ENVISIO’S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO’S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

## **9 LIMITATION AND EXCLUSION OF LIABILITY**

### **9.1 Limitation of Liability**

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.
- (b) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.
- (c) THE PROVISIONS OF SECTION 9.1(A) AND 9.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:
  - I. A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR
  - II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 9.1, “PARTY” INCLUDES EACH PARTY’S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.



**10 GENERAL**

**10.1 Interpretation of this Agreement**

The term “including,” wherever used in any provision of this Agreement, means “including but without limiting the generality of any description preceding or succeeding such term.” Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

**10.2 Inurement**

The rights and liabilities of both the Customer and Envisio (collectively, the “Parties”) under this Agreement shall bind and inure to the benefit of the Parties’ respective successors, executors, and administrators, as the case may be.

**10.3 Assignment**

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor’s business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

**10.4 Governing Law**

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**10.5 Dispute Resolution**

In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties’ project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a “**Business Day**” means a day other than a Saturday, Sunday, or statutory holiday in British Columbia.

<b>Escalation Level</b>	<b>Envisio Management Level</b>	<b>Customer Management Level</b>	<b>Period of Resolution Efforts</b>
First Level	Project Manager	Project Manager	10 Business Days
Second Level	VP, Customer Success	Assistant Manager	10 Business Days
Third Level	CRO	Manager	10 Business Days



## **10.6 Severability**

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

## **10.7 Independent Contractors**

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

## **10.8 Injunction**

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

## **10.9 Cooperative Statement**

Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Envisio also agrees to do so.

## **10.10 Notices**

### **Notice to Customer**

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account.

### **Notice to Company**

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.  
300-15300 Croydon Drive  
Surrey, BC V3Z 0Z5

Tel: 888-371-4800  
email: [info@envisio.com](mailto:info@envisio.com)



**10.11 Complete Agreement**

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

This Section 10 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

**For Envisio Solutions Inc.**

Madison Dias  
Madison Dias (Dec 13, 2024 16:04 PST)

Print Name: Madison Dias

Title: VP of Sales

Date: 12/13/2024

**For (Customer)**

Charles P. Bush  
Charles P. Bush (Dec 13, 2024 15:43 PST)

Print Name: Charles P. Bush

Title: City Administrator

Date: 12/13/2024



## Appendix A - Quote

Bill To Name	City of Sedro Woolley, WA	Quote Number	1701248
Bill To	325 Metcalf Street	Created Date	13/12/2024
	Sedro-Woolley, Washington 98284	Expiration Date	16/12/2024
	United States	Prepared By	Mark Kachmar
		Email	mkachmar@envisio.com

Product Description	Quantity	Sales Price	Total Price
Enterprise Software Subscription: Envisio Bundle including unlimited Plans, Analytics, Public Dashboard and Projects - Annual Subscription with Unlimited Licenses - ENV-ENTP-20M	1.00	USD 14,500.00	USD 14,500.00
Professional Services: A one-time hourly fee which includes the phases in the attached document entitled "Appendix B - Scope of Work (SOW)" - ENV-PS-01	1.00	USD 6,475.00	USD 6,475.00

Subtotal USD 20,975.00  
 Total Price USD 20,975.00

### Quote Accepted By:

Name: Charles P. Bush Date: 12/13/2024

Signature: *Charles P. Bush*  
Charles P. Bush (Dec 13, 2024 15:43 PST)

### Terms and Conditions

- Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars and are not inclusive of any applicable taxes. An invoice for the agreed amount will be issued upon acceptance of this quote.
- Acceptance of this quote is acceptance of the accompanying Master Services Agreement (MSA) or a previously signed MSA in the event of renewal/upsell.

Payment methods: ACH, Wire or Check  
 Remit to email: finance@envisio.com

ACH/Wire Payment To  
 Account Name: Envisio Solutions Inc. | Bank: Silicon Valley Bank | Bank Address: 3003 Tasman Dr. Santa Clara, CA 95054  
 ABA/ACH Routing #: 121140399 | Account #: 3303262267 | Account Type: Checking

**Pricing Term for Quote Number 1701248:**

- Envisio annual subscription is based on a 1-year term

Year 1 Price <i>Annual Software Subscription + One-time Professional Services</i>	\$20,975 USD
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**Terms of Payment**

Software:

- Due 100% upon Contract Effective Date (Net 30)

Professional Services:

- Due 100% upon Contract Effective Date (Net 30)

# Appendix B - Scope of Work (SOW)

Submitted by:  
**Envisio Solutions, Inc.**



# Overview of Services Proposed

## Our Unique Process - *Strategy Meets Execution*

### Implementation Services

Envisio values ease of onboarding and comprehensive training, and we are dedicated to high-quality service and customer satisfaction. Our Professional Services and Implementation teams will work together to ensure you receive the proper support and training at the right time. Our customer engagements are led by a team of in-house planning, performance management, and local government experts who consult on the best ways to configure Envisio to your unique plans and performance measures. We follow best practices in technology deployment that have been refined over hundreds of successful implementations. We design with the result in mind, ensuring your configuration and training in Envisio meet all of your communication and tracking goals.

### Consulting Services

Our professional services are designed for customers who do not have the time and capacity to design and/or build their plan details and performance measures in Envisio. You see the value in communicating planning and performance measure data and are keen to adopt this practice in your organization, but have steps to complete before you can effectively get started. Envisio's Planning and Performance Coaches fill these gaps with our professional services offerings and build that capacity on your team. We know Envisio inside and out; let us take the heavy load off your organization's shoulders to help you design and gather the information you need to use the Envisio platform to its full value.

### Continued Support

Your partnership with Envisio is an ongoing one. We will be with you every step of the way on your customer journey as you continue to achieve your goals. Your dedicated Customer Success Manager will guide you through the required business process change, successful rollout, and full solution adoption in Envisio. Once you've achieved your current goals, we will work with you to define new goals, always pushing your organization to expand your sophistication and become a star performer in the planning and performance management space.

# Envisio Implementation Service

**Get started on the right foot, every time, for all of your plans and performance measures.**

Begin your journey with Envisio on a strong path to building your planning, performance, and project management toolkit. Our implementation consultants guide you through a prescriptive, proven process to implement the software and empower your organization for long-term success. We work directly with your team to configure the software, share best practices to enable the organization through change management, and automate reporting to ensure consistent communication on your plan's progress and performance. We host training sessions to ensure all of your users know how, when, and - most importantly - why to input their updates to Envisio, as well as leadership report training to provide your leadership team with direct insight into the results of the plan and understand the importance of regularly scheduled reviews of progress, using Envisio reports.

Our implementation services enable you to build your plan and performance measures in Envisio, to ensure your team can easily provide ongoing updates and share progress with both internal and external stakeholders. We host collaborative weekly consultation sessions as you build and configure the software, and equip you with best practices along the way to ensure your planning and performance remain in focus throughout the organization as time goes on. We develop a reporting framework and automate the delivery of both reminder notifications and results reporting, and set up templates to give your team the guidance they need to input meaningful updates.

At the end of your implementation, your organization will be ready to execute your plan and share performance-proven results with stakeholders to share the story of your success.

# Scope of Work

Envisio implementation follows a prescriptive process to guide your organization to early success using the platform, along with robust reporting and training for your team.

## Plans Implementation

### Project Kick-Off

During this phase of work, we introduce key team players and define project roles, define a work plan to accomplish project deliverables, and take stock of existing plan details to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a partnership kick-off meeting with key stakeholders to get to know your team and define roles, responsibilities, timelines, and communication channels.
- Host an executive leadership meeting to present our partnership journey, an Envisio roll-out plan, and our expectation of their role as the key to success
- Document and define a detailed implementation plan outlining the phases, milestones, and timelines of our implementation process for your organization.
- Review the finalized plan your organization will input to Envisio through the implementation phase, and prepare recommendations surrounding the plan structure.
- Provision your Envisio instance for initial access and provide logins for up to thirty (30) key project participants to access the platform. Your organization will be able to add additional users to the platform without limitation.
- Provide up to four (4) hours of Project Management time throughout implementation. Service is provided until all other services are delivered or ten (10) weeks contiguous from project kick-off, whichever occurs first.

During this phase **You** will:

- Define and share participants for the partnership kick-off meeting
- Confirm your organization's goals and timeline expectations
- Acquaint yourself and your team with our implementation process
- Select the plan for implementation and coach review and share with Envisio

### Key Deliverables

- Detailed implementation project plan tracker with timelines defined, outlining key implementation milestones and deliverables. This tracker will serve as a valuable tool to monitor progress and ensure timely completion of tasks.
- Envisio Instance Provisioned and Logins Created: up to thirty (30) initial users are sent login credentials and your Envisio instance is ready to use.

## Plans Implementation - Get Started

To implement your priority plan in Envisio, a dedicated implementation consultant will guide your project champion and plan owner/builder through a prescriptive implementation process to ensure the successful launch of your plan in the Envisio platform.

During this phase **Envisio** will:

- Host five (5) weekly, one-hour implementation consultation sessions to train and provide support and guidance as you configure your Envisio instance for optimal use and input your plan into the system.
  - System configuration and plan structure framework consultation
  - Reporting dates and update cadence consultation
  - Internal Reporting framework consultation and build session
  - Public Dashboard consultation and build session
  - Preparation for user and leadership training
- Collaborate with you to build one (1) draft Public Dashboard, which can be shared internally to showcase early successes and milestones achieved through the platform's usage, and published for public consumption later, when appropriate.
- Build five (5) standard, best practice reports and provide support and guidance as you customize these reports to your organization's needs.
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building of the plan or public dashboard.
- Host two (2) one-hour training sessions for non-administrative Envisio users:
  - End-user training to teach staff how to input updates to the plan, and set cadence expectations
  - Leadership report training to share built reports with the leadership team and best practices on how to leverage reports to keep the plan in focus

During this phase **You** will:

- Actively participate in implementation consultation sessions: Your active participation in implementation consultation sessions is vital for aligning Envisio's configuration with your organization's specific requirements.
- Familiarize yourself with technical usage: To empower your team with the necessary skills to build plans and other administrative setup, you will watch on-demand learning video courses. These courses provide insights into the technical aspects of the platform, facilitating a smooth onboarding process.
- Dedicate time to building your plan(s): It will be important that you dedicate time to building your plan(s) and completing assigned "homework" assignments after each consultation session with your Implementation Consultant.

### Key Deliverables

- Your operationalized plan entered into Envisio platform, ready to receive updates
- Configured reporting periods and automated update notifications
- Historical updates entered, if applicable (i.e. when entering established plans)
- Draft public dashboard built, ready to be socialized internally
- Five (5) standard, best practice reports configured and scheduled to your organization's needs

## Performance Measures Implementation

In this phase our expert trainers will support as your core team builds up to thirty (30) performance measures to be showcased on your dashboards. If applicable, this implementation portion will be completed after consulting services have been delivered to define your performance measures.

During Performance Measures implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your performance measures in Envisio.
  - Envisio Data Source structure
  - Visualizing your data in Envisio
  - Dashboards and plan linking
- Host up to two (2) one-hour support and guidance sessions as you build your data sources, visuals, and dashboards following best practices and tailored to your organization's needs. These sessions are best suited to a group-setting for capacity building.
- Build a sample set of three (3) Data Sources and three (3) Visualizations to optimally showcase the performance measures, while streamlining how to integrate the data.

- Work directly with your IT resources to test the integration functionality, ensuring data successfully reaches the intended data sources and populates the sample set. Through testing, we will ensure that data is seamlessly transferred and appears in the related visuals.

During Performance Measures implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully build all features in Envisio's Analytics module. This will require personnel who are system-savvy analytical thinkers.
- Provide a sample set of data: You will provide a sample set of data with up to three (3) Data Sources and three (3) Visualizations to develop a proof of concept for further integration work and your data source framework.
- Build and test integration(s): You will engage your technical resources to build required integrations to support automated data entry into Envisio. Your technical team will also be responsible for working with our integration team to support the testing of integrated data sources. Testing of the integration will include one (1) system, including data sources from the sample set of three (3). This will serve as the basis for you to continue building out the integration, and add to and maintain it in the future.
- Build Data Sources: Following our team's recommendations for data source structure, and with the support of your Implementation Consultant, you will build the data sources required for each performance measure.
- Dedicate Time to Building Visuals - graphs, scorecards, summary labels, etc.: with the support of your Implementation Consultant, you will build visualizations, such as graphs, tables, and scorecards, to present the performance data effectively.
- Build Analytics Dashboards: Your team will construct analytics dashboards, tailored to each department's needs, showcasing performance metrics in a coherent and visually appealing manner.
- Map Visuals to Corresponding Plan Elements (where appropriate): If applicable, you will link visuals to specific plan elements, ensuring accurate representation of performance data.

### **Key Deliverables**

- Performance measures built in Envisio and aligned to your plan (where appropriate)
- Analytics dashboards built to support tracking of performance measures where applicable
- Integration built by your team and jointly tested to support automated data entry into Envisio

## Projects Implementation

In this phase our expert trainers will equip your team with the capacity to build, manage, and track projects in Envisio.

During Projects implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your projects in Envisio.
  - Projects configuration and best practices
  - Project and task building
  - Projects dashboard, plan linking, and reporting
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building.
- Host one (1) one-hour project manager training session.

During Projects implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully utilize Envisio's Projects module, including related reporting and plan linkage, where appropriate.
- Build project(s) and tasks: Following best practice recommendations for structure, and with the support of your Implementation Consultant, you will build your projects into Envisio
- Projects Dashboards: Your team will construct Projects dashboards, tailored to topical needs, showcasing your ongoing projects in a coherent and visually appealing manner.
- Map Projects to Plans (where appropriate): If applicable, you will link your projects to specific plan elements, ensuring accurate representation of performance data.

### Key Deliverables

- Up to ten (10) Projects and a corresponding set of tasks built in Envisio with start/end dates and ownership, where defined
- Two project-specific reports, automated from Envisio, dependent on plan linking
- One (1) draft Projects Dashboard created
- Project Manager training

# Implementation Timeline

Implementation phases are flexible and can be adjusted to suit your organization’s readiness and needs. Each implementation phase is broken out into its own timeline below.

Envisio and The Customer agree that implementing Envisio is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

## Plans Implementation Timeline

Our standard timeline to complete Plans Implementation is eight (8) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3	W4	W5	W6	W7	W8
<b>Phase 1: Project Kickoff &amp; Internal Scan</b>	█	█						
Task 1.1 - Host partnership kickoff meeting	█							
Task 1.2 - Host an executive leadership meeting		█						
Task 1.3 - Document and define a detailed implementation plan	█							
Task 1.4 - Review the finalized plan your organization will input to Envisio	█							
Task 1.5 - Provision your Envisio instance for initial access	█							
Task 1.6 - Project Management	█	█	█	█	█	█	█	█
<b>Phase 2: Plans Implementation</b>		█	█	█	█	█	█	█
Task 2.1 - Host four (4) weekly, one-hour implementation consultation sessions		█	█	█	█			
Task 2.2 - Collaborate with you to build one (1) draft Public Dashboard					█			
Task 2.3 - Build five (5) best practice, standard reports and support customization					█			
Task 2.4 - Host one (1) one-hour ad-hoc support session						█		

Task 2.5 - Host two (2) one-hour training sessions									
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## Performance Measures Implementation

Our standard timeline to complete Performance Measures Implementation is six (6) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3	W4	W5	W6
<b>Phase 3: Performance Measures Implementation</b>						
Task 3.1 - Host three (3) weekly, one-hour consultation/build sessions						
Task 3.2 - Host up to two (2) one-hour support and guidance sessions						
Task 3.3 - Build a sample set of three (3) Data Sources and three (3) Visualizations						
Task 3.4 - Work directly with your IT resources to test the integration functionality						

## Projects Implementation

Our standard timeline to complete Projects Implementation is six (6) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3	W4	W5	W6
<b>Phase 4: Projects Implementation</b>						
Task 4.1 - Host three (3) weekly, one-hour consultation/build sessions						
Task 4.2 - Host one (1) ad-hoc support session						
Task 4.3 - Host one (1) project manager training session						

# Customer Support Resources

Envisio's Customer Success Team and Technical Support is available Monday to Friday, between 8 am and 6 pm EST. We use Google Meet to host video meetings and provide recordings for all consulting & training sessions.

## Online Support – Envisio Help Center

Go to <https://envisio.zendesk.com/hc/en-us/requests/new> or click on “Need Help?” and then “Contact Support” in the lower right-hand corner of your Envisio environment to open a support ticket. Fill out your information and send it our way. Support tickets are addressed during regular business hours.

## Live Agent Phone Support

We prefer help desk tickets to track your support request but you can also email [support@envisio.com](mailto:support@envisio.com) or call (888) 371-4800 and press 1 to access technical support during regular business hours.

## Online Knowledge Base

Our online knowledge base (<https://envisio.zendesk.com/>) is available 24/7 and contains articles explaining Envisio features and step-by-step instructions on how to accomplish common tasks within the software.

## Envisio Academy

Envisio Academy is our one-stop shop for learning how to use Envisio. Register for live online or OnDemand classes through our website (<https://academy.envisio.com/main>), and ask questions of our expert training team in a webinar-like environment. We offer classes across a variety of topics, both tactical how-to within the platform as well as best practice planning and performance-related content. We also cater to various user roles, from brand-new users to seasoned system admins. Most classes run for about an hour, and the schedule varies monthly.

## Envisio Envisionary Community

Our Envisionary Community connects you with like-minded individuals to share experiences, accomplishments, and challenges in a safe and inclusive space. Join webinars co-hosted by our customers who give tactical advice. Be a co-host yourself. Leverage our library of Performance Measures from actual living plans across our community.











# Sedro-Woolley Envisio Package Dec 13 2024

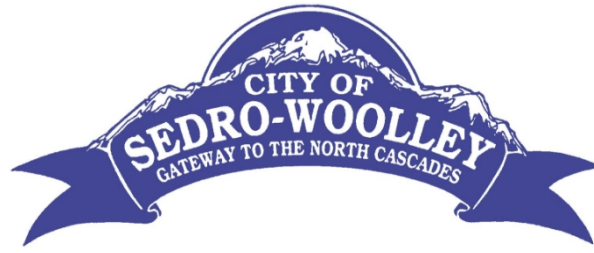
Final Audit Report

2024-12-14

Created:	2024-12-13
By:	Dominika Kitowska (dkitowska@envisio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_hJdhqPQF-IUxmNy_ZYb1R0XnYfhpftM

## "Sedro-Woolley Envisio Package Dec 13 2024" History

-  Document created by Dominika Kitowska (dkitowska@envisio.com)  
2024-12-13 - 11:21:07 PM GMT
-  Document emailed to cbush@sedro-woolley.gov for signature  
2024-12-13 - 11:21:14 PM GMT
-  Email viewed by cbush@sedro-woolley.gov  
2024-12-13 - 11:42:54 PM GMT
-  Signer cbush@sedro-woolley.gov entered name at signing as Charles P. Bush  
2024-12-13 - 11:43:54 PM GMT
-  Document e-signed by Charles P. Bush (cbush@sedro-woolley.gov)  
Signature Date: 2024-12-13 - 11:43:56 PM GMT - Time Source: server
-  Document emailed to mdias@envisio.com for signature  
2024-12-13 - 11:43:58 PM GMT
-  Email viewed by mdias@envisio.com  
2024-12-14 - 0:04:05 AM GMT
-  Signer mdias@envisio.com entered name at signing as Madison Dias  
2024-12-14 - 0:04:28 AM GMT
-  Document e-signed by Madison Dias (mdias@envisio.com)  
Signature Date: 2024-12-14 - 0:04:30 AM GMT - Time Source: server
-  Agreement completed.  
2024-12-14 - 0:04:30 AM GMT



## City Council Agenda Item

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**Agenda Item No.:** g.1.

**Date:** November 25, 2025

**From:** Bill Bullock, Public Works Director

**Subject:** Small Works Project Priorities Program

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### **RECOMMENDED ACTION:**

No Action

### **BACKGROUND/SUMMARY INFORMATION:**

City staff received a request by a couple members of Council to use the remaining 1590 funding, approximately \$260,000, on small scale capital infrastructure improvements. There is a very real benefit to developing a program identifying smaller scale projects valued at \$350,000 and smaller, known as “Small Works”, that can be accomplished with local funds. Many projects that fit into this category are currently developed on a problematic or opportunistic basis rather than a proactive structured program like the 6-Year Transportation Improvement Program.

Vision: The program would develop a small projects list that would be prioritized by staff and Council for construction in a particular construction season based on available funds.

Initial program concepts:

- Projects could be focused on transportation, parks, facilities, stormwater, and other improvements.
- Potential projects could be proposed by staff, Council or the public.
- Project scope would generally be limited to \$50,000 to \$350,000.
  1. Larger projects would be considered and programmed individually.
- Funding sources primarily focused on “one time” money such as excess general fund reserve, remaining/unused eligible grant funding (such as 1590), or donations.
- Project programming limited to a four-year horizon with a list of future unprogrammed list.

Staff is currently developing project ideas which include the following:

- Sidewalk improvements on Metcalf Street from Warner to Nelson Street
- Sidewalk Improvements on Bennet Street from 3<sup>rd</sup> Street east to potentially 7<sup>th</sup> Street
- Relocate soccer and baseball fields at Riverfront Park and Winnie Houser
- Install additional amenities at Olmsted Park – dog park, playground equipment, etc.
- Various City-wide ADA improvements

- Various City-wide sidewalk gaps.

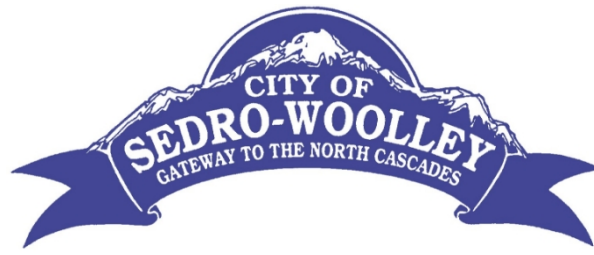
Staff intends to develop this program and work with Council, perhaps in a workshop setting, to build and prioritize a project list in January 2026 with the goal of funding and implementing the first projects in the summer of 2026.

**FISCAL IMPACT, IF APPROPRIATE:**

N/A

**ATTACHMENTS:**

None



**City Council Agenda Item**

**Agenda Item No.:** 1.1.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk

**Subject:** Ordinance 2109-25 - 2026 Budget Amendment No. 1 - 2nd Read

**RECOMMENDED ACTION:**

Motion to approve Ordinance 2109-25 to amend the 2026 budget.

**BACKGROUND/SUMMARY INFORMATION:**

The City has an approved 2026 budget, passed in November 2024 as part of the 2025-2026 biennial budget. The City is required to do a mid-biennium budget review and adjustment between September 1st and December 31st. The first read of this amendment was presented to council as a public hearing on November 12, 2025.

The indirect cost allocation has been updated as applicable. All funds with wages and benefit expenditures have updated estimates. Wage tables increased between 2%-4% and medical benefits increased 8.7%. In the General Fund, wages and benefits account for 74% of expenditures.

Department	Wages and Benefits	Total Expenditures
Legislative	46,300	57,786
Judicial	155,200	299,152
Executive	276,000	263,197
Finance	807,000	522,465
Legal		623,067
HR	149,430	265,950
IT	291,900	307,225
Central Services		36,792
Planning and Community Development	375,600	459,896
Engineering	412,300	440,293
Law Enforcement	4,618,600	6,024,481
Fire Control	3,736,200	5,271,500
Protective Inspections	284,900	306,569
Other		174,694
<b>Total</b>	<b>11,153,430</b>	<b>15,053,066</b>
Percentage	<b>74%</b>	

**Adjustments Since the First Read:**

- At the November 5, 2025, study session, council approved \$40,000 from housing funds and

\$40,000 from General Fund fund balance for contracts with two groups, Helping Hands Food Bank and Family Promise. This has been updated in the General Fund and funds 116 and 117.

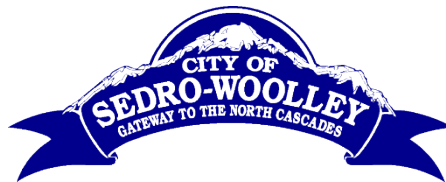
- Additional 1.0 FTE for Stormwater as approved by council on November 12, 2025.
- Property tax adjusted based on 0% increase ordinance passed by council on November 12, 2025.
- Reduction in part-time firefighter salary line item based on 2025 projected expenditures.

The attached proposed budget is balanced with the exception of \$40,000 in the General Fund for housing contracts.

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. Ordinance 2109-25\_2026 Budget Amendment No. 1
2. 2026\_Summary Amend No. 1\_2025.11.20
3. 2026\_Summary Proposed Changes\_2025.11.20
4. 2026\_Proposed Changes\_2025.11.20
5. 2026\_FTE Count\_2025.11.20



**ORDINANCE NO. 2109-25**

**AN ORDINANCE AMENDING ORDINANCE 2028-24 AMENDING THE BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR FISCAL YEAR 2026.**

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2026 budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO ORDAIN AS FOLLOWS:**

Section 1. Year 2026 of the 2025-2026 Biennial Budget, adopted by Ordinance 2028-24 and passed by the City Council on November 26, 2024, is hereby amended as set forth in this Ordinance.

Section 2. Estimated revenues and expenditures, including fund balance for each separate fund of the City of Sedro-Woolley, and aggregated totals for all such funds combined, for the 2026 are set forth in summary form below, and are hereby appropriated at the fund level as set forth in Appendix A.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 25th DAY OF NOVEMBER 2025.

ATTEST:

\_\_\_\_\_  
Julia Johnson, Mayor

\_\_\_\_\_  
Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Nikki Thompson, City Attorney

APPENDIX A

Fund	Description	2026		
		Budgeted Revenues	Budgeted Expenditures	Excess (Deficit)
001	Current Expense Fund	14,992,235	15,031,066	(38,831)
002	Fire Reserve Fund	226,819	-	226,819
003	Special Projects Fund	-	179,000	(179,000)
101	Parks & Facilities Fund	1,460,386	1,459,881	505
102	Cemetery Fund	340,050	339,834	216
103	Street Fund	1,453,100	1,452,746	354
104	Arterial Street Fund	2,906,724	2,906,250	474
105	Library Fund	440,631	440,130	501
106	Cemetery Endowment	1,500	-	1,500
108	Lodging Tax Fund	60,000	60,000	-
109	Special Investigation Fund	-	-	-
112	Code Enforcement Fund	-	-	-
114	Law Enforcement Sales	800,000	800,000	-
115	Strategic Reserve	-	-	-
116	Affordable Housing	14,000	20,000	(6,000)
117	Housing and Related Services	300,000	631,000	(331,000)
118	National Opioid	5,000	7,000	(2,000)
189	American Rescue Plan	-	-	-
205	2008 G/O Bond Fund	148,000	153,779	(5,779)
206	G/O Bond 2008 Reserve	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	305,000	570,637	(265,637)
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	691,052	(386,052)
303	Building Maintenance Reserve	2,200	-	2,200
304	Transportation Benefit District	225,000	321,900	(96,900)
310	Police Mitigation Reserve Fund	12,000	-	12,000
311	Parks Impact Fee Reserve Fund	215,000	45,500	169,500
312	Fire Impact Fee Reserve Fund	45,000	-	45,000
314	Transportation Impact Fee Reserve Fund	145,000	241,350	(96,350)
401	Sewer Operations Fund	6,982,230	6,944,644	37,586
410	Sewer Capital Projects	973,900	1,006,863	(32,963)
412	Solid Waste Operations	4,575,600	4,139,930	435,670
413	Solid Waste Reserve Fund	126,000	-	126,000
425	Stormwater Operations	1,146,503	1,091,644	54,859
426	Stormwater Reserve Fund	-	-	-
501	Equipment Replacement Fund	2,064,520	862,220	1,202,300
505	Public Works Facility Fund	255,040	252,750	2,290
635	Municipal Court Trust	203,500.00	203,500	-
	<b>Total</b>	<b>40,729,938.17</b>	<b>39,852,676.27</b>	<b>877,261.90</b>



2026 Budget Amendment No. 1

Below is an alternative presentation of the budget including beginning and ending cash and investments.

2026					
Fund	Description	Estimated Beginning Cash and Investments	Budgeted Revenues	Budgeted Expenditures	Projected Ending Cash and Investments
001	Current Expense Fund	5,314,154	14,992,235	15,031,066	5,275,323
002	Fire Reserve Fund	868,028	226,819	-	1,094,847
003	Special Projects Fund	292,660	-	179,000	113,660
101	Parks & Facilities Fund	131,697	1,460,386	1,459,881	132,202
102	Cemetery Fund	82,922	340,050	339,834	83,138
103	Street Fund	427,285	1,453,100	1,452,746	427,639
104	Arterial Street Fund	68,399	2,906,724	2,906,250	68,873
105	Library Fund	371,251	440,631	440,130	371,753
106	Cemetery Endowment Fund	46,006	1,500	-	47,506
108	Lodging Tax Fund	83,538	60,000	60,000	83,538
109	Special Investigation Fund	23,050	-	-	23,050
112	Code Enforcement Fund	128,987	-	-	128,987
114	Law Enforcement Sales Tax	-	800,000	800,000	-
115	Strategic Reserve	201,651	-	-	201,651
116	Affordable Housing	38,828	14,000	20,000	32,828
117	Housing and Related Services	691,635	300,000	631,000	360,635
118	National Opioid Settlement	81,678	5,000	7,000	79,678
189	American Rescue Plan Act	-	-	-	-
205	2008 G/O Bond Fund	127,441	148,000	153,779	121,662
206	G/O Bond 2008 Reserve Fund	150,000	-	-	150,000
301	1st 1/4% Real Estate Excise Tax Fund	817,561	305,000	570,637	551,924
302	2nd 1/4% Real Estate Excise Tax Fund	573,892	305,000	691,052	187,840
303	Building Maintenance Reserve	75,851	2,200	-	78,051
304	Transportation Benefit District	347,450	225,000	321,900	250,550
310	Police Mitigation Reserve Fund	260,257	12,000	-	272,257
311	Parks Impact Fee Reserve Fund	329,320	215,000	45,500	498,820
312	Fire Impact Fee Reserve Fund	416,221	45,000	-	461,221
314	Transportation Impact Fee Reserve Fund	368,531	145,000	241,350	272,181
401	Sewer Operations Fund	6,126,365	6,982,230	6,944,644	6,163,951
410	Sewer Capital Projects Fund	4,874,761	973,900	1,006,863	4,841,798
412	Solid Waste Operations Fund	802,063	4,575,600	4,139,930	1,237,733
413	Solid Waste Reserve Fund	1,015,876	126,000	-	1,141,876
425	Stormwater Operations Fund	1,346,636	1,146,503	1,091,644	1,401,495
426	Stormwater Reserve Fund	70,733	-	-	70,733
501	Equipment Replacement Fund	2,720,282	2,064,520	862,220	3,922,582
505	Public Works Facility Fund	65,942	255,040	252,750	68,232
635	Municipal Court Trust	14,601	203,500	203,500	14,601
	Total	29,355,551.36	40,729,938	39,852,676	30,232,813

2026				
Fund	Description	Budgeted Revenues	Budgeted Expenditures	Excess (Deficit)
001	Current Expense Fund	14,992,235	15,031,066	(38,831)
002	Fire Reserve Fund	226,819	-	226,819
003	Special Projects Fund	-	179,000	(179,000)
101	Parks & Facilities Fund	1,460,386	1,459,881	505
102	Cemetery Fund	340,050	339,834	216
103	Street Fund	1,453,100	1,452,746	354
104	Arterial Street Fund	2,906,724	2,906,250	474
105	Library Fund	440,631	440,130	501
106	Cemetery Endowment Fund	1,500	-	1,500
108	Lodging Tax Fund	60,000	60,000	-
109	Special Investigation Fund	-	-	-
112	Code Enforcement Fund	-	-	-
114	Law Enforcement Sales Tax	800,000	800,000	-
115	Strategic Reserve	-	-	-
116	Affordable Housing	14,000	20,000	(6,000)
117	Housing and Related Services	300,000	631,000	(331,000)
118	National Opioid Settlement	5,000	7,000	(2,000)
189	American Rescue Plan Act	-	-	-
205	2008 G/O Bond Fund	148,000	153,779	(5,779)
206	G/O Bond 2008 Reserve Fund	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	305,000	570,637	(265,637)
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	691,052	(386,052)
303	Building Maintenance Reserve	2,200	-	2,200
304	Transportation Benefit District	225,000	321,900	(96,900)
310	Police Mitigation Reserve Fund	12,000	-	12,000
311	Parks Impact Fee Reserve Fund	215,000	45,500	169,500
312	Fire Impact Fee Reserve Fund	45,000	-	45,000
314	Transportation Impact Fee Reserve Fund	145,000	241,350	(96,350)
401	Sewer Operations Fund	6,982,230	6,944,644	37,586
410	Sewer Capital Projects Fund	973,900	1,006,863	(32,963)
412	Solid Waste Operations Fund	4,575,600	4,139,930	435,670
413	Solid Waste Reserve Fund	126,000	-	126,000
425	Stormwater Operations Fund	1,146,503	1,091,644	54,859
426	Stormwater Reserve Fund	-	-	-
501	Equipment Replacement Fund	2,064,520	862,220	1,202,300
505	Public Works Facility Fund	255,040	252,750	2,290
635	Municipal Court Trust	203,500.00	203,500	-
	Total	40,729,938.17	39,852,676.27	877,261.90



2026 Budget Amendment No. 1 Changes

Summarize changes from the original 2026 budget to the 2026 budget amendment No. 1.  
 All applicable funds include update to wages and benefits estimate and updated indirect cost allocation.

2026								
Fund	Description	Original Projected Revenue	Amended Projected Revenues	Difference	Original Budgeted Expenditures	Amended Budgeted Expenditures	Difference	Notes
001	Current Expense Fund	14,671,666	15,060,097	388,431	14,575,428	15,090,566	515,138	COPS grant = One additional police position and \$42,000 in grant revenue Increase in legal fees (no increase in hourly rate in recent years) Class and compensation study HR System Update to development regulations Projected impact of police negotiations Domestic violence advocate contract Reduced part-time firefighter budget, based on 2025 projection \$40,000 contract with Helping Hands Food Bank, paid with General Fund fund balance.
002	Fire Reserve Fund	226,819	226,819	-	-	-	-	
003	Special Projects Fund	-	-	-	179,000	179,000	-	
101	Parks & Facilities Fund	1,405,476	1,460,386	54,910	1,415,476	1,459,881	44,405	One-time purchase of sprots field maintenance equipment New awing for evidence garage
102	Cemetery Fund	193,300	340,050	146,750	197,384	339,834	142,450	Grant for North State Cemetery project
103	Street Fund	1,232,490	1,453,100	220,610	1,226,769	1,452,746	225,977	Update projects and associated revenue sources
104	Arterial Street Fund	2,983,068	2,906,724	(76,344)	2,606,068	2,906,250	300,182	Update projects and associated revenue sources
105	Library Fund	440,631	440,631	-	440,130	440,130	-	
106	Cemetery Endowment Fund	1,500	1,500	-	-	-	-	
108	Lodging Tax Fund	35,000	60,000	25,000	35,000	60,000	25,000	
109	Special Investigation Fund	-	-	-	-	-	-	
112	Code Enforcement Fund	-	-	-	-	-	-	
114	Law Enforcement Sales Tax	746,461	800,000	53,539	746,461	800,000	53,539	
115	Strategic Reserve	-	-	-	-	-	-	
116	Affordable Housing	14,000	14,000	-	-	-	-	\$20,000 Family Promise Contract
117	Housing and Related Services	275,000	300,000	25,000	-	611,000	611,000	RJ Group / Home Trust project \$20,000 Family Promise Contract
118	National Opioid Settlement	5,000	5,000	-	7,000	7,000	-	
189	American Rescue Plan Act	-	-	-	-	-	-	
205	2008 G/O Bond Fund	148,000	148,000	-	153,779	153,779	-	
206	G/O Bond 2008 Reserve Fund	-	-	-	-	-	-	
301	1st 1/4% Real Estate Excise Tax Fund	305,000	305,000	-	456,750	570,637	113,887	Update projects and associated revenue sources
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	305,000	-	456,750	691,052	234,302	Update projects and associated revenue sources
303	Building Maintenance Reserve	2,200	2,200	-	-	-	-	
304	Transportation Benefit District	225,000	225,000	-	157,519	321,900	164,381	Update projects and associated revenue sources
310	Police Mitigation Reserve Fund	12,000	12,000	-	-	-	-	
311	Parks Impact Fee Reserve Fund	215,000	215,000	-	45,500	45,500	-	
312	Fire Impact Fee Reserve Fund	45,000	45,000	-	-	-	-	
314	Transportation Impact Fee Reserve Fund	145,000	145,000	-	144,000	241,350	97,350	Update projects and associated revenue sources

401	Sewer Operations Fund	6,982,230	6,982,230	-	6,976,168	6,944,644	(31,524)	
410	Sewer Capital Projects Fund	885,000	973,900	88,900	1,006,863	1,006,863	-	
412	Solid Waste Operations Fund	4,575,600	4,575,600	-	4,186,923	4,139,930	(46,993)	
413	Solid Waste Reserve Fund	126,000	126,000	-	-	-	-	
425	Stormwater Operations Fund	1,146,503	1,146,503	-	1,128,424	986,444	(141,980)	Add 1.0 FTE
426	Stormwater Reserve Fund	-	-	-	-	-	-	
501	Equipment Replacement Fund	2,039,520	2,064,520	25,000	685,214	862,220	177,006	Update projected vehicle purchases
505	Public Works Facility Fund	255,040	255,040	-	252,750	252,750	-	
635	Municipal Court Trust	203,500	203,500	-	203,500	203,500	-	
	Total	39,846,004.17	40,797,800	951,796	37,282,857	39,766,976	2,484,120	

## 2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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001 Current Expense Fund

Revenues	Original	Proposed	Difference	%	Remarks
<b>310 Taxes</b>					
311 10 00 001 General Property Taxes	1,821,406.00	1,698,795.00	(122,611.00)	93.3%	
313 11 00 000 Retail Sales & Use Tax	2,192,220.00	2,300,000.00	107,780.00	104.9%	
313 15 00 006 Sales Tax - Public Safety - City's Portion	258,290.00	265,000.00	6,710.00	102.6%	
313 71 00 000 Criminal Justice Funding	395,440.00	415,000.00	19,560.00	104.9%	
316 40 00 001 Utility Tax on Potable Water	234,750.00	240,000.00	5,250.00	102.2%	
<b>310 Taxes</b>	<b>4,902,106.00</b>	<b>4,918,795.00</b>	<b>16,689.00</b>	<b>100.3%</b>	
<b>330 Intergovernmental Revenues</b>					
331 16 60 001 DOJ - COPS Hiring Program	0.00	41,667.00	41,667.00	0.0%	COPS Hiring Program Grant \$125,000 over three years, \$41,667 per years. Estimated cost of officer in 2026, full year, full benefits \$158,234.
<b>330 Intergovernmental Revenues</b>	<b>0.00</b>	<b>41,667.00</b>	<b>41,667.00</b>	<b>0.0%</b>	
<b>340 Charges For Goods &amp; Services</b>					
342 10 00 000 Law Enforcement Services	128,930.00	140,143.00	11,213.00	108.7%	2024 projected 3,634, 4 year average 1.05. 2025 increase 0.05 to 3,816. 2026 increase 0.03 to 3,930. Plus SRO revenue from School District 75% = \$136,213
342 21 00 002 Fire Protection FD#8	568,000.00	619,000.00	51,000.00	109.0%	Increase in Fire District 8 calls, estimate \$619,000 based on 600 calls (Chief Wagner 3.06.2025).
<b>340 Charges For Goods &amp; Services</b>	<b>696,930.00</b>	<b>759,143.00</b>	<b>62,213.00</b>	<b>108.9%</b>	
<b>360 Interest &amp; Other Earnings</b>					
361 11 00 001 Investment Interest	600,000.00	800,000.00	200,000.00	133.3%	
<b>360 Interest &amp; Other Earnings</b>	<b>600,000.00</b>	<b>800,000.00</b>	<b>200,000.00</b>	<b>133.3%</b>	
<b>Fund Revenues:</b>	<b>6,199,036.00</b>	<b>6,519,605.00</b>	<b>320,569.00</b>	<b>105.2%</b>	

Expenditures	Original	Proposed	Difference	%	Remarks
<b>511 Legislative</b>					
511 60 49 090 ICA-Support Allocation	(24,053.00)	(21,113.87)	2,939.13	87.8%	

2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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001 Current Expense Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>511 Legislative</b>					
001 Indirect Cost Allocation	(24,053.00)	(21,113.87)	2,939.13	87.8%	
511 Legislative	(24,053.00)	(21,113.87)	2,939.13	87.8%	
<b>512 Judicial</b>					
512 50 11 000 Salaries	126,000.00	124,000.00	(2,000.00)	98.4%	
512 50 23 001 Pers Retirement	12,000.00	7,000.00	(5,000.00)	58.3%	
512 50 25 001 Medical/Dental/Vision	12,000.00	13,000.00	1,000.00	108.3%	
512 50 26 050 Washington Sick Leave	300.00	200.00	(100.00)	66.7%	
050 Court Services	150,300.00	144,200.00	(6,100.00)	95.9%	
512 50 41 001 District Court Surcharge	13,861.00	16,238.00	2,377.00	117.1%	City share of District Court judicial services for 2026, letter dated July 29, 2025, \$16,238
591 50 70 512 Lease + Subscription IT (SBITA) - Court	0.00	8,000.00	8,000.00	0.0%	Laserfische
080 Services & Charges	13,861.00	24,238.00	10,377.00	174.9%	
512 Judicial	164,161.00	168,438.00	4,277.00	102.6%	
<b>513 Executive</b>					
513 10 49 090 ICA-Support Allocation	(117,693.00)	(127,302.79)	(9,609.79)	108.2%	
001 Indirect Cost Allocation	(117,693.00)	(127,302.79)	(9,609.79)	108.2%	
513 10 11 000 Salaries	229,000.00	224,000.00	(5,000.00)	97.8%	
513 10 23 001 Pers Retirement	18,000.00	11,000.00	(7,000.00)	61.1%	
513 10 25 001 Medical/Dental/Vision	22,000.00	21,000.00	(1,000.00)	95.5%	
513 10 26 050 Washington Sick Leave	100.00	400.00	300.00	400.0%	
010 Executive Office	269,100.00	256,400.00	(12,700.00)	95.3%	
513 10 49 000 Tuition/Registration	2,500.00	2,500.00	0.00	100.0%	
030 Services & Charges	2,500.00	2,500.00	0.00	100.0%	

2026 PROPOSED BUDGET CHANGES

001 Current Expense Fund

Expenditures	Original	Proposed	Difference	Remarks
<b>513 Executive</b>				
513 Executive	153,907.00	131,597.21	(22,309.79)	85.5%
<b>514 Financial, Recording &amp; Elections</b>				
514 23 49 090 ICA-Support Allocation	(421,228.70)	(467,655.30)	(46,426.60)	111.0%
001 Indirect Cost Allocation	(421,228.70)	(467,655.30)	(46,426.60)	111.0%
514 23 11 000 Salaries	615,000.00	578,000.00	(37,000.00)	94.0%
514 23 21 001 Industrial Insurance	3,000.00	2,000.00	(1,000.00)	66.7%
514 23 22 001 Social Security	48,000.00	45,000.00	(3,000.00)	93.8%
514 23 23 001 PERS Retirement	57,000.00	33,000.00	(24,000.00)	57.9%
514 23 25 001 Medical//Dental/Vision	82,000.00	142,000.00	60,000.00	173.2%
020 Financial Services	805,000.00	800,000.00	(5,000.00)	99.4%
514 Financial, Recording & Elections	383,771.30	332,344.70	(51,426.60)	86.6%
<b>515 Legal Services</b>				
515 31 49 090 ICA-Support Allocation	(72,689.00)	(57,905.06)	14,783.94	79.7%
001 Indirect Cost Allocation	(72,689.00)	(57,905.06)	14,783.94	79.7%
515 41 41 000 Ext Legal-City Attorney	145,000.00	174,000.00	29,000.00	120.0% Original \$145,000, 20% increase = \$174,000
515 41 41 001 Ext Legal-Prosecutor	126,000.00	120,000.00	(6,000.00)	95.2%
515 45 41 000 Legal - Litigation	25,000.00	48,000.00	23,000.00	192.0% 2025 projected \$40,030, plus 20% increase = \$48,035
041 Legal Services-External	296,000.00	342,000.00	46,000.00	115.5%
515 93 41 000 Indigent Defender	330,000.00	310,000.00	(20,000.00)	93.9% Reduced from \$330,000 to \$310,000 based on 2025 YTD as of 11.18.2025 (\$121,428). However, new defense standards will increase costs over time as well as a public defense screener, auditor and other legal expenses.
045 Indigent Defense Program	330,000.00	310,000.00	(20,000.00)	93.9%
515 Legal Services	553,311.00	594,094.94	40,783.94	107.4%

2026 PROPOSED BUDGET CHANGES

001 Current Expense Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>516 Human Resources and Civil Service</b>					
518 10 11 000 Salaries	51,000.00	129,000.00	78,000.00	252.9%	
518 10 11 001 Salaries - HR Intern	0.00	0.00	0.00	0.0%	Paid intern, estimated 10 weeks = \$11,000. Not currently included in budget.
518 10 21 000 Industrial Insurance	200.00	2,000.00	1,800.00	*****%	
518 10 22 001 Social Security + Medicare	4,000.00	10,000.00	6,000.00	250.0%	
518 10 23 001 PERS Retirement	5,000.00	8,000.00	3,000.00	160.0%	
518 10 24 001 Unemployment	200.00	300.00	100.00	150.0%	
518 10 25 001 Medical/Dental/Vision	0.00	100.00	100.00	0.0%	
518 10 26 050 Washington Sick Leave	100.00	300.00	200.00	300.0%	
518 10 41 000 Professional Services	5,000.00	50,000.00	45,000.00	*****%	Class and compensation study
518 10 42 001 Telephone	1,500.00	600.00	(900.00)	40.0%	
518 10 42 010 Communication	2,500.00	500.00	(2,000.00)	20.0%	
518 10 43 000 Meals/Travel	3,000.00	5,000.00	2,000.00	166.7%	\$800 for RT to KS; \$1,700 for lodging; \$125 airport shuttle; \$100 for Super Shuttle; \$800 lodging; \$290 mileage; \$60 meals
518 10 49 000 Tuition/Registration	3,000.00	6,000.00	3,000.00	200.0%	Leading Edge Conference in KS 3/13-3/20/2026; AWC Labor Relations Conference (Yakima)
518 10 49 010 Dues/Subscriptions	2,500.00	750.00	(1,750.00)	30.0%	SHRM dues; PSHRA dues; WSPSHRA dues
591 10 70 000 Leases + Subscription IT (SBITA) - HR Dept	0.00	35,000.00	35,000.00	0.0%	
<b>020 Human Resources</b>	<b>78,000.00</b>	<b>247,550.00</b>	<b>169,550.00</b>	<b>317.4%</b>	
517 95 41 001 Employee Training Programs	0.00	7,500.00	7,500.00	0.0%	This assumes that HR will take on expenses for general employee training for all employee groups, originally requested at \$25,000, revised to \$7,500.
<b>090 Employee Program</b>	<b>0.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>0.0%</b>	
<b>516 Human Resources and Civil Service</b>	<b>78,000.00</b>	<b>255,050.00</b>	<b>177,050.00</b>	<b>327.0%</b>	
<b>517 Information Technology Services</b>					
518 80 49 090 ICA-Support Allocation	(126,955.00)	(139,975.05)	(13,020.05)	110.3%	
<b>001 Indirect Cost Allocation</b>	<b>(126,955.00)</b>	<b>(139,975.05)</b>	<b>(13,020.05)</b>	<b>110.3%</b>	
518 80 11 000 Salaries	234,000.00	229,000.00	(5,000.00)	97.9%	

2026 PROPOSED BUDGET CHANGES

001 Current Expense Fund

Expenditures	Original	Proposed	Difference	Remarks	
<b>517 Information Technology Services</b>					
518 80 21 001 Industrial Insurance	700.00	6,000.00	5,300.00	857.1%	
518 80 22 001 Social Security	18,000.00	18,000.00	0.00	100.0%	
518 80 23 001 Pers Retirement	22,000.00	13,000.00	(9,000.00)	59.1%	
518 80 24 001 Unemployment	500.00	500.00	0.00	100.0%	
518 80 25 001 Medical/Dental/Vision	20,000.00	21,000.00	1,000.00	105.0%	
518 80 26 050 Washington Sick Leave	400.00	400.00	0.00	100.0%	
010 IT Services	295,600.00	287,900.00	(7,700.00)	97.4%	
<b>517 Information Technology Services</b>	<b>168,645.00</b>	<b>147,924.95</b>	<b>(20,720.05)</b>	<b>87.7%</b>	
<b>518 Centralized Services</b>					
518 20 49 090 ICA-Support Services	(8,550.00)	(13,738.38)	(5,188.38)	160.7%	
001 Indirect Cost Allocation	(8,550.00)	(13,738.38)	(5,188.38)	160.7%	
<b>518 Centralized Services</b>	<b>(8,550.00)</b>	<b>(13,738.38)</b>	<b>(5,188.38)</b>	<b>160.7%</b>	
<b>519 Planning &amp; Community Development Servi</b>					
558 60 11 000 Salaries	293,000.00	287,000.00	(6,000.00)	98.0%	
558 60 21 001 Industrial Insurance	1,000.00	500.00	(500.00)	50.0%	
558 60 23 001 PERS Retirement	27,000.00	17,000.00	(10,000.00)	63.0%	
558 60 25 001 Medical/Dental/Vision	45,000.00	43,000.00	(2,000.00)	95.6%	
010 Planning Services	366,000.00	347,500.00	(18,500.00)	94.9%	
558 60 41 000 Professional Services	0.00	20,000.00	20,000.00	0.0%	FACET to update city's development regulations \$20,000 (revised from \$150,000 to reflect in house work).
558 60 41 050 SCOG	12,000.00	15,437.00	3,437.00	128.6%	SCOG Board proposed dues for 2026 \$8,437 + \$7,000 in quarterly salaries and benefits = \$15,437.
558 60 42 010 Postage	1,000.00	1,150.00	150.00	115.0%	
558 60 49 020 Filing/Recording Fees	400.00	1,300.00	900.00	325.0%	
558 60 49 030 Tuition/Registration	2,000.00	6,500.00	4,500.00	325.0%	
030 Services & Charges	15,400.00	44,387.00	28,987.00	288.2%	

2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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001 Current Expense Fund

Expenditures	Original	Proposed	Difference	Remarks
<b>519 Planning &amp; Community Development Servi</b>				
519 Planning & Community Development Sc	381,400.00	391,887.00	10,487.00	102.7%
<b>520 Engineering</b>				
595 10 49 090 ICA-Support Allocation	(68,970.00)	(27,018.39)	41,951.61	39.2%
001 Indirect Cost Allocation	(68,970.00)	(27,018.39)	41,951.61	39.2%
595 10 11 000 Salaries	310,000.00	322,000.00	12,000.00	103.9%
595 10 21 001 Industrial Insurance	6,000.00	4,000.00	(2,000.00)	66.7%
595 10 22 001 Social Security	24,000.00	25,000.00	1,000.00	104.2%
595 10 23 001 PERS Retirement	29,000.00	18,000.00	(11,000.00)	62.1%
595 10 24 001 Unemployment	700.00	700.00	0.00	100.0%
595 10 25 001 Medical/Dental/Vision	69,000.00	42,000.00	(27,000.00)	60.9%
595 10 26 050 Washington Sick Leave	600.00	600.00	0.00	100.0%
020 Engineering Services	439,300.00	412,300.00	(27,000.00)	93.9%
595 10 41 000 Professional Services	20,000.00	10,000.00	(10,000.00)	50.0%
595 10 43 000 Travel	1,500.00	8,500.00	7,000.00	566.7% Est two conferences and Gettysburg Leadership
595 10 49 010 Tuition/Registration	500.00	6,000.00	5,500.00	*****%
040 Services & Charges	22,000.00	24,500.00	2,500.00	111.4%
<b>520 Engineering</b>	<b>392,330.00</b>	<b>409,781.61</b>	<b>17,451.61</b>	<b>104.4%</b>
<b>521 Law Enforcement</b>				
521 10 11 000 Salaries	428,000.00	424,000.00	(4,000.00)	99.1%
521 10 21 001 Industrial Insurance	7,000.00	5,000.00	(2,000.00)	71.4%
521 10 22 001 Social Security	34,000.00	33,000.00	(1,000.00)	97.1%
521 10 23 001 Pers Retirement	40,000.00	24,000.00	(16,000.00)	60.0%
521 10 25 001 Medical/Dental/Vision	93,000.00	109,000.00	16,000.00	117.2%
010 Administration	602,000.00	595,000.00	(7,000.00)	98.8%

2026 PROPOSED BUDGET CHANGES

001 Current Expense Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>521 Law Enforcement</b>					
521 20 11 000 Salaries	2,655,000.00	2,883,000.00	228,000.00	108.6%	As of 10.24.2025 police 2025-2027 contract incomplete. Estimate includes potential outcome of police negotiations, full-year School Resource Officer, and full-year COPS grant position.
521 20 21 001 Industrial Insurance	67,000.00	67,000.00	0.00	100.0%	
521 20 22 001 Social Security	210,000.00	229,000.00	19,000.00	109.0%	
521 20 23 005 LEOFF Retirement	145,000.00	159,000.00	14,000.00	109.7%	
521 20 25 001 Medical/Dental/Vision	440,000.00	478,000.00	38,000.00	108.6%	
521 20 28 000 Employee Wellness	14,000.00	7,000.00	(7,000.00)	50.0%	Original \$14,000, based on prior years 2022, 2023, 2024 and 2025 YTD 10.30.2025, \$870, \$12,898, \$4,470, \$1,723
<b>020 Police Operations</b>	<b>3,531,000.00</b>	<b>3,823,000.00</b>	<b>292,000.00</b>	<b>108.3%</b>	
521 20 41 001 Professional Services	30,000.00	57,000.00	27,000.00	190.0%	Original \$30,000 + Domestic Violence Advocate \$27,000
521 20 41 050 Spillman System	60,000.00	43,000.00	(17,000.00)	71.7%	End of Year Estimate for 2025 (provided on 8.11.2025) \$37,541.25 x 1.10% = \$41,295.38 / 4 = \$10,323.84 x 3 = \$30,971.53 + 2025 Q4 \$11,040.52 = \$42,012.05.
521 20 41 055 911 Contracted Services	275,000.00	320,000.00	45,000.00	116.4%	
<b>025 Operations Services &amp; Charges</b>	<b>365,000.00</b>	<b>420,000.00</b>	<b>55,000.00</b>	<b>115.1%</b>	
591 28 70 001 Lease + Subscription IT (SBITA) - Police Dept.	56,500.00	85,500.00	29,000.00	151.3%	Axon Bodycam \$46,300 Leads online \$2,500 Planit/Powertim Scheduling \$2,900 Lexipol \$11,500 HID Global-Records \$2,000 Assisted Patrol \$3,000 FLock \$20,000 each year and build from there.
591 28 70 002 Lease - Police Tasers	16,200.00	22,000.00	5,800.00	135.8%	
<b>921 Capital Expenditures</b>	<b>72,700.00</b>	<b>107,500.00</b>	<b>34,800.00</b>	<b>147.9%</b>	
597 00 13 001 Equipment Replacement Fund	300,000.00	325,000.00	25,000.00	108.3%	
<b>501 - Police</b>					
<b>950 Transfers</b>	<b>300,000.00</b>	<b>325,000.00</b>	<b>25,000.00</b>	<b>108.3%</b>	
<b>521 Law Enforcement</b>	<b>4,870,700.00</b>	<b>5,270,500.00</b>	<b>399,800.00</b>	<b>108.2%</b>	

2026 PROPOSED BUDGET CHANGES

001 Current Expense Fund

Expenditures	Original	Proposed	Difference	Remarks
<b>522 Fire Control</b>				
522 20 11 000 Salaries	255,000.00	215,000.00	(40,000.00)	84.3% Originally \$255,000. 2025 projected to be below budget. Reduced to \$215,000.
522 20 21 001 Industrial Insurance	28,000.00	15,000.00	(13,000.00)	53.6%
522 20 22 001 SS + Medicare	20,000.00	20,000.00	0.00	100.0%
522 20 24 001 Unemployment	600.00	500.00	(100.00)	83.3%
522 20 26 050 Washington Sick Leave	500.00	400.00	(100.00)	80.0%
<b>020 Part-Time Fire Fighters</b>	<b>304,100.00</b>	<b>250,900.00</b>	<b>(53,200.00)</b>	<b>82.5%</b>
522 21 11 000 Salaries	937,000.00	926,000.00	(11,000.00)	98.8%
522 21 13 000 Overtime	97,000.00	95,000.00	(2,000.00)	97.9%
522 21 20 001 HRA - VEBA for HDHP	13,000.00	16,000.00	3,000.00	123.1%
522 21 21 001 Industrial Insurance	28,000.00	35,000.00	7,000.00	125.0%
522 21 22 001 Medicare (+ formerly SS)	18,000.00	18,000.00	0.00	100.0%
522 21 23 001 Deferred Comp (in lieu of SS)	62,000.00	61,000.00	(1,000.00)	98.4%
522 21 23 005 LEOFF Retirement	57,000.00	55,000.00	(2,000.00)	96.5%
522 21 25 001 Medical/Dental/Vision	162,000.00	168,000.00	6,000.00	103.7%
<b>021 FF / Paramedics</b>	<b>1,374,000.00</b>	<b>1,374,000.00</b>	<b>0.00</b>	<b>100.0%</b>
522 22 11 001 Salaries	436,000.00	429,000.00	(7,000.00)	98.4%
522 22 21 001 Industrial Insurance	10,000.00	12,000.00	2,000.00	120.0%
522 22 23 001 Deferred Comp (in lieu of SS)	28,000.00	27,000.00	(1,000.00)	96.4%
522 22 23 005 LEOFF	24,000.00	23,000.00	(1,000.00)	95.8%
522 22 25 001 Medical/Dental/Vision	43,000.00	45,000.00	2,000.00	104.7%
<b>022 Chief + Assistant Chiefs</b>	<b>541,000.00</b>	<b>536,000.00</b>	<b>(5,000.00)</b>	<b>99.1%</b>
522 23 11 010 Salaries-Volunteers	357,000.00	350,000.00	(7,000.00)	98.0%
522 23 22 001 SS + Medicare	28,000.00	27,000.00	(1,000.00)	96.4%
522 23 24 001 Unemployment	800.00	700.00	(100.00)	87.5%
<b>023 Volunteers</b>	<b>385,800.00</b>	<b>377,700.00</b>	<b>(8,100.00)</b>	<b>97.9%</b>
522 24 11 000 Salaries - EMTs	742,000.00	732,000.00	(10,000.00)	98.7%
522 24 21 001 Industrial Insurance	27,000.00	24,000.00	(3,000.00)	88.9%
522 24 22 001 Medicare	12,000.00	12,000.00	0.00	100.0%
522 24 25 001 Medical/Dental/Vision	266,000.00	172,000.00	(94,000.00)	64.7%

2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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001 Current Expense Fund

Expenditures	Original	Proposed	Difference	Remarks
<b>522 Fire Control</b>				
024 EMTs	1,047,000.00	940,000.00	(107,000.00)	89.8%
<b>522 Fire Control</b>	<b>3,651,900.00</b>	<b>3,478,600.00</b>	<b>(173,300.00)</b>	<b>95.3%</b>
<b>524 Protective Inspections</b>				
524 20 11 000 Salaries	207,000.00	200,000.00	(7,000.00)	96.6%
524 20 21 001 Industrial Insurance	3,000.00	2,000.00	(1,000.00)	66.7%
524 20 23 001 PERS Retirement	19,000.00	12,000.00	(7,000.00)	63.2%
524 20 25 001 Medical/Dent/Vision	55,000.00	53,000.00	(2,000.00)	96.4%
020 Building Services	284,000.00	267,000.00	(17,000.00)	94.0%
524 20 49 030 Misc-Tuition/Registration	1,200.00	1,800.00	600.00	150.0%
030 Services & Charges	1,200.00	1,800.00	600.00	150.0%
<b>524 Protective Inspections</b>	<b>285,200.00</b>	<b>268,800.00</b>	<b>(16,400.00)</b>	<b>94.2%</b>
<b>582 Other</b>				
525 10 41 000 Dept Of Emerg Management	0.00	45,000.00	45,000.00	0.0%
553 70 41 000 NW Air Pollution	0.00	7,194.00	7,194.00	0.0% Letter from Northwest Clean Air for 2026 \$7,194.00
525 Disaster Services	0.00	52,194.00	52,194.00	0.0%
562 00 41 000 Helping Hands Food Bank	0.00	40,000.00	40,000.00	0.0% Nov. 5, 2025 council meeting, approved \$40,000 from housing funds and \$40,000 from General Fund fund balance for contracts with two groups \$40,000 Helping Hands Food Bank and \$40,000 Family Promise. FP will be broke out into two contract \$20,000 from HB 1406 and \$20,000 frp, HB 1590.
562 Public Health	0.00	40,000.00	40,000.00	0.0%
<b>582 Other</b>	<b>0.00</b>	<b>92,194.00</b>	<b>92,194.00</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>11,050,722.30</b>	<b>11,506,360.16</b>	<b>455,637.86</b>	<b>104.1%</b>

# 2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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001 Current Expense Fund

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Fund Excess/(Deficit):	(4,851,686.30)	(4,986,755.16)
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## 2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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101 Parks & Facilities Fund

Revenues	Original	Proposed	Difference		Remarks
<b>310 Taxes</b>					
311 10 00 101 Real & Psnl Property Taxes	985,536.00	1,028,536.00	43,000.00	104.4%	
313 11 00 101 Sales & Use Tax	179,590.00	185,000.00	5,410.00	103.0%	
<b>310 Taxes</b>	<b>1,165,126.00</b>	<b>1,213,536.00</b>	<b>48,410.00</b>	<b>104.2%</b>	
<b>360 Interest &amp; Other Earnings</b>					
362 40 00 000 Community Center Rental	25,500.00	30,000.00	4,500.00	117.6%	
362 40 20 000 Space/Facility Rent-Riverfront	16,000.00	18,000.00	2,000.00	112.5%	
<b>360 Interest &amp; Other Earnings</b>	<b>41,500.00</b>	<b>48,000.00</b>	<b>6,500.00</b>	<b>115.7%</b>	
<b>Fund Revenues:</b>	<b>1,206,626.00</b>	<b>1,261,536.00</b>	<b>54,910.00</b>	<b>104.6%</b>	
Expenditures	Original	Proposed	Difference		Remarks
<b>576 Park Facilities</b>					
576 80 11 000 Salaries	405,000.00	403,000.00	(2,000.00)	99.5%	
576 80 12 002 Extra Help-Facilities	9,500.00	21,500.00	12,000.00	226.3%	
576 80 12 003 Extra Help - Flowers	11,000.00	13,000.00	2,000.00	118.2%	
576 80 13 000 Overtime	21,500.00	21,000.00	(500.00)	97.7%	
576 80 21 001 Industrial Insurance	11,000.00	11,000.00	0.00	100.0%	
576 80 22 001 Social Security	35,000.00	36,000.00	1,000.00	102.9%	
576 80 23 001 Pers Retirement	39,000.00	24,000.00	(15,000.00)	61.5%	
576 80 24 001 Unemployment	1,000.00	1,000.00	0.00	100.0%	
576 80 25 001 Medical/dental/vision	150,000.00	158,000.00	8,000.00	105.3%	
576 80 26 050 Washington Sick Leave	800.00	800.00	0.00	100.0%	
<b>010 Park Services</b>	<b>683,800.00</b>	<b>689,300.00</b>	<b>5,500.00</b>	<b>100.8%</b>	
576 80 35 000 Small Tools & Minor Equip	5,855.00	27,000.00	21,145.00	461.1%	Originally \$5,855, increased to \$27,000 for one-time purchas of sports field maintenance equipment.
<b>030 Supplies</b>	<b>5,855.00</b>	<b>27,000.00</b>	<b>21,145.00</b>	<b>461.1%</b>	
576 80 47 053 Other Utilities	16,740.00	17,000.00	260.00	101.6%	
<b>050 Utilities</b>	<b>16,740.00</b>	<b>17,000.00</b>	<b>260.00</b>	<b>101.6%</b>	

## 2026 PROPOSED BUDGET CHANGES

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101 Parks & Facilities Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>576 Park Facilities</b>					
576 80 48 022 Evidence Garage	1,000.00	18,500.00	17,500.00	*****%	New awning
060 Repairs & Maintenance	1,000.00	18,500.00	17,500.00	*****%	
<b>576 Park Facilities</b>	<b>707,395.00</b>	<b>751,800.00</b>	<b>44,405.00</b>	<b>106.3%</b>	
<b>Fund Expenditures:</b>	<b>707,395.00</b>	<b>751,800.00</b>	<b>44,405.00</b>	<b>106.3%</b>	
<b>Fund Excess/(Deficit):</b>	<b>499,231.00</b>	<b>509,736.00</b>			

2026 PROPOSED BUDGET CHANGES

102 Cemetery Fund

Revenues	Original	Proposed	Difference	Remarks
310 Taxes				
311 10 00 102 Real & Psnl Property Taxes	115,000.00	92,000.00	(23,000.00)	80.0%
310 Taxes	115,000.00	92,000.00	(23,000.00)	80.0%

330 Intergovernmental Revenues

334 06 90 102 State Grant From Other State Agencies	0.00	169,750.00	169,750.00	0.0%	2025 expenditures \$25,000 for North State Cemetery design work (536.20.48.050), reimbursed by Wa Dept of Commerce grant in 2026. Construction performed in 2026 totaling \$144,750.
330 Intergovernmental Revenues	0.00	169,750.00	169,750.00	0.0%	

Fund Revenues:	115,000.00	261,750.00	146,750.00	227.6%
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Expenditures	Original	Proposed	Difference	Remarks
536 Cemetery				
536 20 11 000 Salaries	71,000.00	70,000.00	(1,000.00)	98.6%
536 20 12 000 Extra Help	16,000.00	15,500.00	(500.00)	96.9%
536 20 13 000 Overtime	2,800.00	2,750.00	(50.00)	98.2%
536 20 21 001 Industrial Insurance	900.00	900.00	0.00	100.0%
536 20 22 001 Social Security	7,000.00	7,000.00	0.00	100.0%
536 20 23 001 PERS Retirement	7,000.00	5,000.00	(2,000.00)	71.4%
536 20 24 001 Unemployment	200.00	200.00	0.00	100.0%
536 20 25 001 Medical/Dental/Vision	16,000.00	17,000.00	1,000.00	106.3%
010 Cemetery Services	120,900.00	118,350.00	(2,550.00)	97.9%
536 20 48 050 Repair/Maint-Northern State Cemetery	500.00	500.00	0.00	100.0%
030 Services & Charges	500.00	500.00	0.00	100.0%
536 Cemetery	121,400.00	118,850.00	(2,550.00)	97.9%

## 2026 PROPOSED BUDGET CHANGES

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102 Cemetery Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>594 Capital Expenditures</b>					
594 36 61 050 Northern State Cemetery Capital Projects	0.00	145,000.00	145,000.00	0.0%	\$144,750 Northern State Cemetery Project (revenue received to 334.06.90.102)
594 Capital Expenditures	0.00	145,000.00	145,000.00	0.0%	
<b>Fund Expenditures:</b>	<b>121,400.00</b>	<b>263,850.00</b>	<b>142,450.00</b>	<b>217.3%</b>	
<b>Fund Excess/(Deficit):</b>	<b>(6,400.00)</b>	<b>(2,100.00)</b>			

2026 PROPOSED BUDGET CHANGES

103 Street Fund

Revenues	Original	Proposed	Difference		Remarks
310 Taxes					
311 10 00 103 Real & Psnl Property Taxes	403,000.00	415,500.00	12,500.00	103.1%	
313 11 00 103 Sales & Use Tax	265,290.00	273,400.00	8,110.00	103.1%	
<b>310 Taxes</b>	<b>668,290.00</b>	<b>688,900.00</b>	<b>20,610.00</b>	<b>103.1%</b>	
397 Interfund Transfers					
397 00 00 103 Operating Transfer In - REET II	100,000.00	200,000.00	100,000.00	200.0%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
397 00 05 103 Operating Transfer In-REET I	100,000.00	200,000.00	100,000.00	200.0%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
<b>397 Interfund Transfers</b>	<b>200,000.00</b>	<b>400,000.00</b>	<b>200,000.00</b>	<b>200.0%</b>	
<b>Fund Revenues:</b>	<b>868,290.00</b>	<b>1,088,900.00</b>	<b>220,610.00</b>	<b>125.4%</b>	

Expenditures	Original	Proposed	Difference		Remarks
542 Streets - Maintenance					
542 30 11 000 Salaries	270,000.00	268,000.00	(2,000.00)	99.3%	
542 30 12 000 Extra Help	0.00	17,200.00	17,200.00	0.0%	One seasonal position June-Sept 778 hours.
542 30 13 000 Overtime	5,800.00	5,500.00	(300.00)	94.8%	
542 30 21 001 Industrial Insurance	7,000.00	4,000.00	(3,000.00)	57.1%	
542 30 22 001 Social Security	22,000.00	23,000.00	1,000.00	104.5%	
542 30 23 001 PERS Retirement	26,000.00	16,000.00	(10,000.00)	61.5%	
542 30 25 001 Medical/Dental/Vision	72,000.00	69,000.00	(3,000.00)	95.8%	
542 30 26 050 Washington Sick Leave	500.00	500.00	0.00	100.0%	
542 30 28 000 Employee Wellness	0.00	1,145.00	1,145.00	0.0%	
<b>010 Street Services</b>	<b>403,300.00</b>	<b>404,345.00</b>	<b>1,045.00</b>	<b>100.3%</b>	
542 64 31 003 Temporary Devises TCCD	3,468.00	28,400.00	24,932.00	818.9%	Increase from \$3,468 to \$28,400 for one time purchase of traffic control barricades for special event traffic control.
<b>070 Traffic Control</b>	<b>3,468.00</b>	<b>28,400.00</b>	<b>24,932.00</b>	<b>818.9%</b>	

## 2026 PROPOSED BUDGET CHANGES

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103 Street Fund

Expenditures	Original	Proposed	Difference		Remarks
<hr/>					
542 Streets - Maintenance					
<hr/>					
595 30 63 020 Resurfacing Projects	150,000.00	350,000.00	200,000.00	233.3%	Talcott Repairs \$100,000 Binham Place \$165,000 Murdock / Metcalf Alley \$85,000
900 Capital Expenditures	150,000.00	350,000.00	200,000.00	233.3%	
542 Streets - Maintenance	556,768.00	782,745.00	225,977.00	140.6%	
<b>Fund Expenditures:</b>	<b>556,768.00</b>	<b>782,745.00</b>	<b>225,977.00</b>	<b>140.6%</b>	
<b>Fund Excess/(Deficit):</b>	<b>311,522.00</b>	<b>306,155.00</b>			

2026 PROPOSED BUDGET CHANGES

104 Arterial Street Fund

Revenues	Original	Proposed	Difference	Remarks
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330 Intergovernmental Revenues

333 20 20 077 STPUS - SR20 Cascade Trail Phase 2A LA-9393	0.00	246,800.00	246,800.00	0.0%	595.10.63.077 \$48,000 595.20.63.084 \$198,800 See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
333 20 20 079 STBGUM - John Liner Rd Bike-Ped - LA 10455	49,305.00	768,650.00	719,345.00	*****%	595.62.63.076 \$760,000 595.10.63.081 \$8,650 See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
333 20 20 080 STBGUM - John Line Rd Arterial - LA 10752	319,244.00	34,600.00	(284,644.00)	10.8%	595.10.63.089 \$34,600 See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
333 20 20 081 STPUS - SR 20 Cascade Trail West Phase 2B - LA 11185	0.00	104,665.00	104,665.00	0.0%	595.20.63.091 \$104,665 See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
334 03 60 001 TIB - Jones/JLR BNSF	1,664,000.00	391,570.00	(1,272,430.00)	23.5%	595.10.63.078 \$332,395 595.20.63.086 \$59,175 See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
<b>330 Intergovernmental Revenues</b>	<b>2,032,549.00</b>	<b>1,546,285.00</b>	<b>(486,264.00)</b>	<b>76.1%</b>	

397 Interfund Transfers

397 00 14 301 Capital Projects Transfer-REET I	324,250.00	338,137.00	13,887.00	104.3%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
397 00 14 302 Capital Projects Transfer-REET II	324,250.00	458,552.00	134,302.00	141.4%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
397 00 14 304 Transfer From 304 TBD	157,519.00	321,900.00	164,381.00	204.4%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
397 00 14 314 Transfer From 314 Transportation Impact Fees	144,000.00	241,350.00	97,350.00	167.6%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.

2026 PROPOSED BUDGET CHANGES

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104 Arterial Street Fund

Revenues	Original	Proposed	Difference	Remarks
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397 Interfund Transfers

397 Interfund Transfers	950,019.00	1,359,939.00	409,920.00	143.1%
<b>Fund Revenues:</b>	<b>2,982,568.00</b>	<b>2,906,224.00</b>	<b>(76,344.00)</b>	<b>97.4%</b>

Expenditures	Original	Proposed	Difference	Remarks
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559 Housing & Community Develop

559 30 00 105 Redevelopment of Property for Resale - 827 John Liner	0.00	3,750.00	3,750.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
559 30 01 104 Utility Payments on Redevelopment of Property for Resale - 900 McGarigle	0.00	18,000.00	18,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
<b>559 Housing &amp; Community Develop</b>	<b>0.00</b>	<b>21,750.00</b>	<b>21,750.00</b>	<b>0.0%</b>	

594 Capital Expenditures

595 62 63 085 Const - Sch A - 2026 Paving Program	0.00	165,000.00	165,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 62 63 086 Const - Sch B - 2026 Paving Program	0.00	85,000.00	85,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 62 63 087 Const - Sch C - 2026 Paving Program	0.00	100,000.00	100,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>0.0%</b>	

595 Capital Expenditures- Streets

595 10 63 077 Eng-SR20 Cascade Trail Phase 2A	0.00	60,000.00	60,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
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2026 PROPOSED BUDGET CHANGES

104 Arterial Street Fund

Expenditures	Original	Proposed	Difference		Remarks
<b>595 Capital Expenditures- Streets</b>					
595 10 63 078 Eng - Jones/John Liner BNSF Undercrossing Phase 2	0.00	480,000.00	480,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 10 63 081 Eng - John Line Rd. Bike/Ped	57,000.00	10,000.00	(47,000.00)	17.5%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 10 63 089 Eng - John Liner Rd Arterial	119,068.00	40,000.00	(79,068.00)	33.6%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 20 63 091 Eng - SR 20 Cascade Trail Phase 2B	0.00	121,000.00	121,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
<b>010 Engineering</b>	<b>176,068.00</b>	<b>711,000.00</b>	<b>534,932.00</b>	<b>403.8%</b>	
595 20 63 084 RW - SR20 Cascade Trail - Phase 2A	0.00	248,500.00	248,500.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 20 63 086 RW - Jones/John Liner BNSF Undercrossing - Phase 2	0.00	90,000.00	90,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
595 20 63 087 RW - John Liner Rd Arterial	250,000.00	0.00	(250,000.00)	0.0%	No longer on project list.
<b>020 Construction - Right of Way</b>	<b>250,000.00</b>	<b>338,500.00</b>	<b>88,500.00</b>	<b>135.4%</b>	
595 30 63 081 Const-Jones/John Liner BNSF Undercrossing	2,080,000.00	435,000.00	(1,645,000.00)	20.9%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
<b>030 Construction - Roadways</b>	<b>2,080,000.00</b>	<b>435,000.00</b>	<b>(1,645,000.00)</b>	<b>20.9%</b>	
595 62 63 076 Const - SR 20 Cascade Trail - Phase 2A	0.00	950,000.00	950,000.00	0.0%	See 2026 Fund 104, 103, 101 Transfer and Grant Funding document in budget folder.
<b>062 Construction - Pathways</b>	<b>0.00</b>	<b>950,000.00</b>	<b>950,000.00</b>	<b>0.0%</b>	
<b>595 Capital Expenditures- Streets</b>	<b>2,506,068.00</b>	<b>2,434,500.00</b>	<b>(71,568.00)</b>	<b>97.1%</b>	

2026 PROPOSED BUDGET CHANGES

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108 Lodging Tax Fund

Revenues	Original	Proposed	Difference	Remarks
310 Taxes				
313 31 00 000 Hotel Motel Lodging	35,000.00	60,000.00	25,000.00	171.4%
310 Taxes	35,000.00	60,000.00	25,000.00	171.4%
<b>Fund Revenues:</b>	<b>35,000.00</b>	<b>60,000.00</b>	<b>25,000.00</b>	<b>171.4%</b>
Expenditures	Original	Proposed	Difference	Remarks
557 Community Services				
557 30 41 000 Advertising	35,000.00	60,000.00	25,000.00	171.4%
050 Services & Charges	35,000.00	60,000.00	25,000.00	171.4%
557 Community Services	35,000.00	60,000.00	25,000.00	171.4%
<b>Fund Expenditures:</b>	<b>35,000.00</b>	<b>60,000.00</b>	<b>25,000.00</b>	<b>171.4%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>0.00</b>		

2026 PROPOSED BUDGET CHANGES

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114 Law Enforcement Sales Tax				
Revenues	Original	Proposed	Difference	Remarks
310 Taxes				
313 15 00 001 Sales Tax - Jail (2/10)	746,461.00	800,000.00	53,539.00	107.2%
310 Taxes	746,461.00	800,000.00	53,539.00	107.2%
Fund Revenues:	746,461.00	800,000.00	53,539.00	107.2%
Expenditures				
523 Detention/Correction				
523 60 41 022 Jail Sales Tax Pass Through 2/10	746,461.00	800,000.00	53,539.00	107.2%
523 Detention/Correction	746,461.00	800,000.00	53,539.00	107.2%
Fund Expenditures:	746,461.00	800,000.00	53,539.00	107.2%
Fund Excess/(Deficit):	0.00	0.00		

2026 PROPOSED BUDGET CHANGES

116 Affordable Housing - HB 1406

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
000					
551 00 00 116 Public Housing Services	0.00	20,000.00	20,000.00	0.0%	Nov. 5, 2025 council meeting, approved \$40,000 from housing funds and \$40,000 from General Fund fund balance for contracts with two groups \$40,000 Helping Hands Food Bank and \$40,000 Family Promise. FP will be broke out into two contract \$20,000 from HB 1406 and \$20,000 frp, HB 1590.
000	0.00	20,000.00	20,000.00	0.0%	
Fund Expenditures:	0.00	20,000.00	20,000.00	0.0%	
Fund Excess/(Deficit):	0.00	(20,000.00)			

2026 PROPOSED BUDGET CHANGES

117 Housing and Related Services

Revenues	Original	Proposed	Difference	Remarks
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310 Taxes

313 25 00 000 Housing And Related Services Sale And Use Tax	275,000.00	300,000.00	25,000.00	109.1%
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310 Taxes	275,000.00	300,000.00	25,000.00	109.1%
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Fund Revenues:	275,000.00	300,000.00	25,000.00	109.1%
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Expenditures	Original	Proposed	Difference	Remarks
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000

551 00 00 117 Affordable Housing - Operational	0.00	20,000.00	20,000.00	0.0%	Nov. 5, 2025 council meeting, approved \$40,000 from housing funds and \$40,000 from General Fund fund balance for contracts with two groups \$40,000 Helping Hands Food Bank and \$40,000 Family Promise. FP will be broke out into two contract \$20,000 from HB 1406 and \$20,000 frp, HB 1590.
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551 00 99 117 Affordable Housing - Bricks and Mortar	0.00	611,000.00	611,000.00	0.0%	RJ Group / Home Trust of Skagit County
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000	0.00	631,000.00	631,000.00	0.0%
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Fund Expenditures:	0.00	631,000.00	631,000.00	0.0%
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Fund Excess/(Deficit):	275,000.00	(331,000.00)
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2026 PROPOSED BUDGET CHANGES

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301 1st 1/4% Real Estate Excise Tax Fund

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
597 Interfund Transfers					
597 00 03 104 Operating Transfer Out - Arterials #104	324,250.00	338,137.00	13,887.00	104.3%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
597 00 04 103 Operating Transfer Out-Streets #103	100,000.00	200,000.00	100,000.00	200.0%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
597 Interfund Transfers	424,250.00	538,137.00	113,887.00	126.8%	
Fund Expenditures:	424,250.00	538,137.00	113,887.00	126.8%	
Fund Excess/(Deficit):	(424,250.00)	(538,137.00)			

2026 PROPOSED BUDGET CHANGES

302 2nd 1/4% Real Estate Excise Tax Fund

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
597 Interfund Transfers					
597 00 03 302 Streets Fund 103	100,000.00	200,000.00	100,000.00	200.0%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
597 00 14 104 Arterial Streets Fund 104	324,250.00	458,552.00	134,302.00	141.4%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
597 Interfund Transfers	424,250.00	658,552.00	234,302.00	155.2%	
Fund Expenditures:	424,250.00	658,552.00	234,302.00	155.2%	
Fund Excess/(Deficit):	(424,250.00)	(658,552.00)			

2026 PROPOSED BUDGET CHANGES

304 Transportation Benefit District

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	

Expenditures	Original	Proposed	Difference		Remarks
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597 Interfund Transfers

597 00 34 104 Transfer To Arterial Streets	157,519.00	321,900.00	164,381.00	204.4%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
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597 Interfund Transfers	157,519.00	321,900.00	164,381.00	204.4%	
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Fund Expenditures:	157,519.00	321,900.00	164,381.00	204.4%	
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Fund Excess/(Deficit):	(157,519.00)	(321,900.00)			
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2026 PROPOSED BUDGET CHANGES

314 Transportation Impact Fee Reserve Fund

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	

Expenditures	Original	Proposed	Difference		Remarks
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597 Interfund Transfers

597 00 02 104 Operating Transfer Out - Arterials	144,000.00	241,350.00	97,350.00	167.6%	See Fund 104, 103, 101 Transfer Proposal and Grant Funding document in budget folder.
597 Interfund Transfers	144,000.00	241,350.00	97,350.00	167.6%	
Fund Expenditures:	144,000.00	241,350.00	97,350.00	167.6%	
Fund Excess/(Deficit):	(144,000.00)	(241,350.00)			

## 2026 PROPOSED BUDGET CHANGES

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401 Sewer Operations Fund

Revenues	Original	Proposed	Difference	%	Remarks
<b>Fund Revenues:</b>	0.00	0.00	0.00	0.0%	
<hr/>					
Expenditures	Original	Proposed	Difference	%	Remarks
<hr/>					
535 Sewer					
<hr/>					
535 80 11 000 Salaries	1,093,000.00	1,041,000.00	(52,000.00)	95.2%	
535 80 12 000 Extra Help	8,000.00	8,000.00	0.00	100.0%	
535 80 13 000 Overtime	8,000.00	8,000.00	0.00	100.0%	
535 80 21 001 Industrial Insurance	27,000.00	15,000.00	(12,000.00)	55.6%	
535 80 22 001 Social Security	85,000.00	81,000.00	(4,000.00)	95.3%	
535 80 23 001 Pers Retirement	101,000.00	59,000.00	(42,000.00)	58.4%	
535 80 24 001 Unemployment	3,000.00	3,000.00	0.00	100.0%	
535 80 25 001 Medical/Dental/Vision	321,000.00	292,000.00	(29,000.00)	91.0%	
535 80 26 050 Washington Sick Leave	2,000.00	2,000.00	0.00	100.0%	
010 Sewer Services	1,648,000.00	1,509,000.00	(139,000.00)	91.6%	
535 80 49 090 ICA-Support Allocation	407,336.00	425,911.69	18,575.69	104.6%	
040 Services & Charges	407,336.00	425,911.69	18,575.69	104.6%	
597 00 03 401 Capital Projects Fund 410	371,000.00	459,900.00	88,900.00	124.0%	
950 Transfers	371,000.00	459,900.00	88,900.00	124.0%	
535 Sewer	2,426,336.00	2,394,811.69	(31,524.31)	98.7%	
<b>Fund Expenditures:</b>	2,426,336.00	2,394,811.69	(31,524.31)	98.7%	
<b>Fund Excess/(Deficit):</b>	(2,426,336.00)	(2,394,811.69)			

## 2026 PROPOSED BUDGET CHANGES

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410 Sewer Capital Projects Reserve

Revenues	Original	Proposed	Difference	Remarks
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397 Interfund Transfers

397 00 00 410 Sewer Operations Transfer	371,000.00	459,900.00	88,900.00	124.0%
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397 Interfund Transfers	371,000.00	459,900.00	88,900.00	124.0%
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Fund Revenues:	371,000.00	459,900.00	88,900.00	124.0%
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Expenditures	Original	Proposed	Difference	Remarks
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Fund Expenditures:	0.00	0.00	0.00	0.0%
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Fund Excess/(Deficit):	371,000.00	459,900.00		
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2026 PROPOSED BUDGET CHANGES

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412 Solid Waste Operations Fund

Revenues	Original	Proposed	Difference	Remarks
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Fund Revenues:	0.00	0.00	0.00	0.0%
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Expenditures	Original	Proposed	Difference	Remarks
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537 Garbage & Solid Waste

537 80 11 000 Salaries	663,000.00	621,000.00	(42,000.00)	93.7%
537 80 12 000 Extra Help	12,000.00	15,000.00	3,000.00	125.0%
537 80 13 000 Overtime	40,000.00	40,000.00	0.00	100.0%
537 80 21 001 Industrial Insurance	19,000.00	13,000.00	(6,000.00)	68.4%
537 80 22 001 Social Security	55,000.00	52,000.00	(3,000.00)	94.5%
537 80 23 001 PERS Retirement	65,000.00	37,000.00	(28,000.00)	56.9%
537 80 24 001 Unemployment	2,000.00	2,000.00	0.00	100.0%
537 80 25 001 Medical/Dental/Vision	152,000.00	174,000.00	22,000.00	114.5%
537 80 26 050 Washington Sick Leave	2,000.00	2,000.00	0.00	100.0%

010 Solid Waste Services	1,010,000.00	956,000.00	(54,000.00)	94.7%
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537 80 49 090 ICA-Support Allocation	290,605.00	297,612.19	7,007.19	102.4%
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040 Services & Charges	290,605.00	297,612.19	7,007.19	102.4%
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537 Garbage & Solid Waste	1,300,605.00	1,253,612.19	(46,992.81)	96.4%
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Fund Expenditures:	1,300,605.00	1,253,612.19	(46,992.81)	96.4%
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Fund Excess/(Deficit):	(1,300,605.00)	(1,253,612.19)		
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2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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425 Stormwater Operations

Revenues	Original	Proposed	Difference	Remarks
340 Charges For Goods & Services				
343 10 00 000 Stormwater Fees	1,041,803.00	1,041,803.00	0.00	100.0%
340 Charges For Goods & Services	1,041,803.00	1,041,803.00	0.00	100.0%
Fund Revenues:	1,041,803.00	1,041,803.00	0.00	100.0%

Expenditures	Original	Proposed	Difference	Remarks
531 Storm Water Services				
531 50 11 000 Salaries	283,000.00	341,000.00	58,000.00	120.5% Add 1.0 FTE as approved by council on 11.12.2025.
531 50 12 000 Extra Help	13,500.00	20,000.00	6,500.00	148.1% Fully cover seasonal vegetatin and mowing work.
531 50 13 000 Overtime	2,500.00	3,000.00	500.00	120.0%
531 50 21 001 Industrial Insurance	8,000.00	6,000.00	(2,000.00)	75.0%
531 50 22 001 Social Security	23,000.00	28,000.00	5,000.00	121.7%
531 50 23 001 PERS Retirement	26,000.00	20,000.00	(6,000.00)	76.9%
531 50 24 001 Unemployment	600.00	800.00	200.00	133.3%
531 50 25 001 Medical/Dental/Vision	85,000.00	115,000.00	30,000.00	135.3%
531 50 26 050 Washington Sick Leave	500.00	600.00	100.00	120.0%
010 Stormwater Services	442,100.00	534,400.00	92,300.00	120.9%
531 50 49 090 ICA-Support Allocation	142,195.00	13,114.96	(129,080.04)	9.2%
040 Goods & Services	142,195.00	13,114.96	(129,080.04)	9.2%
531 Storm Water Services	584,295.00	547,514.96	(36,780.04)	93.7%
Fund Expenditures:	584,295.00	547,514.96	(36,780.04)	93.7%
Fund Excess/(Deficit):	457,508.00	494,288.04		

2026 PROPOSED BUDGET CHANGES

501 Equipment Replacement Fund

Revenues	Original	Proposed	Difference	Remarks
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397 Interfund Transfers

397 00 00 021 Equipment Transfer - Police (Public Safety)	300,000.00	325,000.00	25,000.00	108.3%
300 Transfer - Equipment Replacement	300,000.00	325,000.00	25,000.00	108.3%
397 Interfund Transfers	300,000.00	325,000.00	25,000.00	108.3%
<b>Fund Revenues:</b>	<b>300,000.00</b>	<b>325,000.00</b>	<b>25,000.00</b>	<b>108.3%</b>

Expenditures	Original	Proposed	Difference	Remarks
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548 Public Works - Centralized Services

548 30 11 000 Salaries	113,000.00	86,000.00	(27,000.00)	76.1%
548 30 21 001 Industrial Insurance	3,000.00	600.00	(2,400.00)	20.0%
548 30 22 001 Social Security	9,000.00	7,000.00	(2,000.00)	77.8%
548 30 23 001 PERS Retirement	11,000.00	5,000.00	(6,000.00)	45.5%
548 30 24 001 Unemployment	300.00	200.00	(100.00)	66.7%
548 30 25 001 Medical/Dental/Vision	40,000.00	15,000.00	(25,000.00)	37.5%
010 Centralized Services	176,300.00	113,800.00	(62,500.00)	64.5%
548 Public Works - Centralized Services	176,300.00	113,800.00	(62,500.00)	64.5%

594 Capital Expenditures

594 22 64 501 Vehicles - Fire	0.00	240,000.00	240,000.00	0.0%	Zoll monitors
594 42 64 000 Equip & Vehicles - Streets	207,694.00	173,200.00	(34,494.00)	83.4%	3/4 ton utility truck replaces unit 301 \$53,200 Mid-size pickup, managers vehicle replaces unit 302 \$39,000 14' pull behind roadside mower, replaces unit 336 \$23,500 Front mount roadside mower, replaces unit 337 \$27,500 Plow for new dump truck \$30,000
594 76 64 000 Equip & Vehicles - Park	92,000.00	126,000.00	34,000.00	137.0%	3/4 ton utility truck replacement unit 101 \$55,575 3/4 ton utility truck replaces unit 102 \$53,200 mower, replaces unit 139 & unit 140 \$16,787 Total \$125,562

2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

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501 Equipment Replacement Fund

Expenditures	Original	Proposed	Difference	Remarks
<b>594 Capital Expenditures</b>				
900 Capital Expenditures	299,694.00	539,200.00	239,506.00	179.9%
594 Capital Expenditures	299,694.00	539,200.00	239,506.00	179.9%
Fund Expenditures:	475,994.00	653,000.00	177,006.00	137.2%
Fund Excess/(Deficit):	(175,994.00)	(328,000.00)		

## 2026 PROPOSED BUDGET CHANGES

City Of Sedro-Woolley

### Fund Totals

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Fund	Revenues				Expenditures			
	Original	Proposed	Difference		Original	Proposed	Difference	
001 Current Expense Fund	6,199,036.00	6,519,605.00	320,569.00	105.2%	11,050,722.30	11,506,360.16	455,637.86	104.1%
002 Fire Proposition 1 Reserve	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
003 Special Projects Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
101 Parks & Facilities Fund	1,206,626.00	1,261,536.00	54,910.00	104.6%	707,395.00	751,800.00	44,405.00	106.3%
102 Cemetery Fund	115,000.00	261,750.00	146,750.00	227.6%	121,400.00	263,850.00	142,450.00	217.3%
103 Street Fund	868,290.00	1,088,900.00	220,610.00	125.4%	556,768.00	782,745.00	225,977.00	140.6%
104 Arterial Street Fund	2,982,568.00	2,906,224.00	(76,344.00)	97.4%	2,506,068.00	2,806,250.00	300,182.00	112.0%
105 Library Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
106 Cemetery Endowment Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
107 Parks Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
108 Lodging Tax Fund	35,000.00	60,000.00	25,000.00	171.4%	35,000.00	60,000.00	25,000.00	171.4%
109 Special Investigation Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
112 Code Enforcement Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
113 Paths And Trails Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
114 Law Enforcement Sales Tax	746,461.00	800,000.00	53,539.00	107.2%	746,461.00	800,000.00	53,539.00	107.2%
115 Strategic Reserve	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
116 Affordable Housing - HB 1406	0.00	0.00	0.00	0.0%	0.00	20,000.00	20,000.00	0.0%
117 Housing and Related Services	275,000.00	300,000.00	25,000.00	109.1%	0.00	631,000.00	631,000.00	0.0%
118 National Opioid Settlement Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
119 Municipal Arts Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
189 American Rescue Plan Act Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
205 2008 G/O Bond Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
230 1996 G/O Bond Redemption Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
301 1st 1/4% Real Estate Excise Tax Fund	0.00	0.00	0.00	0.0%	424,250.00	538,137.00	113,887.00	126.8%
302 2nd 1/4% Real Estate Excise Tax Fund	0.00	0.00	0.00	0.0%	424,250.00	658,552.00	234,302.00	155.2%
303 Building Maintenance Reserve	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
304 Transportation Benefit District	0.00	0.00	0.00	0.0%	157,519.00	321,900.00	164,381.00	204.4%
305 Library Construction Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
310 Police Mitigation Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
311 Parks Impact Fee Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
312 Fire Impact Fee Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
313 Public Safety Sales Tax Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
314 Transportation Impact Fee Reserve Fund	0.00	0.00	0.00	0.0%	144,000.00	241,350.00	97,350.00	167.6%
401 Sewer Operations Fund	0.00	0.00	0.00	0.0%	2,426,336.00	2,394,811.69	(31,524.31)	98.7%
402 Sewer Facilities Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
407 1998 Sewer Revenue Bond Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
410 Sewer Capital Projects Reserve	371,000.00	459,900.00	88,900.00	124.0%	0.00	0.00	0.00	0.0%
411 1998 Sewer Rev Bond Res Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.0%	1,300,605.00	1,253,612.19	(46,992.81)	96.4%
413 Solid Waste Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
425 Stormwater Operations	1,041,803.00	1,041,803.00	0.00	100.0%	584,295.00	547,514.96	(36,780.04)	93.7%
426 Stormwater Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%

2026 PROPOSED BUDGET CHANGES

Fund Totals

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City Of Sedro-Woolley

Fund	Revenues				Expenditures			
	Original	Proposed	Difference		Original	Proposed	Difference	
501 Equipment Replacement Fund	300,000.00	325,000.00	25,000.00	108.3%	475,994.00	653,000.00	177,006.00	137.2%
505 Public Works Facility Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
631 Suspense Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
635 Custodial Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Excess/(Deficit):	14,140,784.00	15,024,718.00	883,934.00	106.3%	21,661,063.30	24,230,883.00	2,569,819.70	111.9%



## FTE Count for the 2026 Budget

When fully staffed the City has an employee head count of 138 employees, including volunteer firefighter and excluding elected officials, and 109.5 FTE. Full-time equivalent, or FTE, measures the total amount of full-time employees working at the City. It is a way of adding up the hours of full-time, part-time and various other types of employees into measurable 'full-time' units.

Updated 11.20.2025

Summary	
ALL DEPARTMENTS	
Department	FTE
Judicial	1.50
Executive	1.00
Human Resources	1.00
Finance	6.34
Info Tech	2.00
Planning and Comm Dev	2.64
Engineering	2.71
Law Enforcement	27.50
Fire / EMS	27.16
Protective Inspections	2.17
Parks	4.98
Cemetery	0.72
Street	3.07
Sewer	11.94
Solid Waste	8.36
Storm	4.31
ERR	1.10
Park Caretakers	1.00
<b>Total FTE</b>	<b>109.50</b>

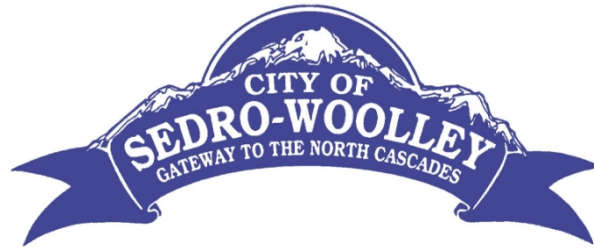
Checkfigure

109.50

- Full-Time
- Part-Time
- New Position
- Adjustment
- Vacant
- Vacant PT FF

DETAIL							
ALL CITY DEPARTMENTS - EXCLUDING PUBLIC SAFETY				PUBLIC SAFETY			
Department	Current Title	Name	Total FTE	Department	Current Title	Name	Total FTE
Non-Reps	Court Clerk	Struthers, Linda	1.00	Police	Police Chief	McIlraith, Daniel	1.00
Non-Reps	PT: Court Clerk	Felix, Cleotilde	0.50	Police	Police Lieutenant	Sorsdal, Heather	1.00
Non-Reps	City Administrator	Bush, Charles	1.00	Police	Police Sergeant	Carroll, Zachary	1.00
Finance	Accounting Technician (Payroll)	Goss, Jeanine K	1.00	Police	Police Sergeant	Eaton, Paul	1.00
Finance	Accounting Technician (Utility Billing)	Roth, Ami	1.00	Police	Police Sergeant	Lowe, Derick	1.00
Finance	Deputy City Clerk	Mynatt, Serena R	1.00	Police	Police Sergeant	McCombs, Austin	1.00
Finance	Accounting Technician (AP)	Gundersen, Amy	1.00	Police	Police Officer	Bass, Seth	1.00
Finance	EMS Billing Clerk	Messer, Rachel A	1.00	Police	Police Officer	Cook, Noah	1.00
Finance	PT: Public Records Officer	Capanna, Sarah	0.50	Police	Police Officer	Fortuna, Ruben	1.00
Finance	PT: Accounting Technician	Capanna, Sarah	0.50	Police	Police Officer - Detective	Foster-Lambright, Keira	1.00
Non-Reps	Finance Director	Kohnken, Kelly	1.00	Police	Police Officer	Baxin, Zihumara	1.00
Non-Reps	IT Director	Tovar Cano, Woody	1.00	Police	Police Officer	Humberg, Rachael	1.00
Non-Reps	IT System Integration Analyst	Saint, Thomas	1.00	Police	Police Officer	McGaughey, Harrison	1.00
Non-Reps	Community Development Director	Glover, Thomas	1.00	Police	Police Officer	Hilton, Hoster	1.00
Non-Reps	Planner	McGowan, Nicole	1.00	Police	Police Officer	Deakins, James	1.00
Non-Reps	Assistant Planner	Sandoval Oaks, Ashton	1.00	Police	Police Officer	VanDam, Isaiah	1.00
Non-Reps	HR Manager	Jensen, Brandy	1.00	Police	Police Officer	Velthuizen, Cody	1.00





## City Council Agenda Item

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**Agenda Item No.:** n.1.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk, Charlie Bush, City Administrator

**Subject:** Collective Bargaining Agreement 2025-2027 - Sedro-Woolley Public Safety Guild  
- Police Commissioned

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**RECOMMENDED ACTION:**

Motion to approve the 2025-2027 collective bargaining agreement with the Sedro-Woolley Public Safety Guild for commissioned employees.

**BACKGROUND/SUMMARY INFORMATION:**

See the attached collective bargaining agreement approved by the commissioned members of the Sedro-Woolley Public Safety Guild. This contract will be retro-active to January 1, 2025. Minor formatting changes may be made after approval.

**FISCAL IMPACT, IF APPROPRIATE:**

Projected fiscal impacts have been included in the 2026 budget amendment no. 1.

**ATTACHMENTS:**

1. 2025-2027 SWPSG Patrol CBA \_Not Yet Approved by Council\_2025.11.18

AGREEMENT  
 by and between  
 CITY OF SEDRO-WOOLLEY, WASHINGTON  
 and  
 SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
 REPRESENTING THE POLICE DEPARTMENT COMMISSIONED EMPLOYEES  
 January 1, 2025 through December 31, 2027

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AGREEMENT  
by and between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
REPRESENTING THE POLICE DEPARTMENT COMMISSIONED EMPLOYEES  
January 1, 2025 through December 31, 2027

THIS AGREEMENT is between the City of Sedro-Woolley, Washington ("City") and the Sedro-Woolley Public Safety Guild, Representing the Police Department Commissioned Employees ("Guild").

**ARTICLE 1. RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION**

1.1 Recognition - The City recognizes the Guild as the sole and exclusive collective bargaining representative for the Police commissioned employees of the City performing work within the Sedro-Woolley Police Department, excluding the classification of Chief, Assistant Chief, Lieutenant or any employee serving in an exempt capacity per Chapter 41.56 RCW for the Sedro-Woolley Police Department.

1.2 Membership - All employees covered by this Agreement may become members of the Guild.

1.3 Dues Deduction - The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs uniformly required by the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Written authorization to deduct dues or service charge shall be made by the employee on a form prescribed by the City. Requests for changes in deduction of dues may not exceed two (2) per year.

1.4 Revocation - An employee's request to revoke authorization for payroll deductions for monthly dues or costs must be in writing and submitted to the Guild. After the City receives confirmation from the Guild that the employee has revoked authorization, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

1.5 Unless due to the employer's negligence, the Guild agrees to hold the City harmless from claims, causes or complaints arising out of this Article.

**ARTICLE 2. GUILD RIGHTS**

2.1 Discrimination - The City shall not interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraint, or coercion by the City or City representative against an employee because of Guild membership or because of employee activity in an official capacity on behalf of the Guild.

SWPSG CBA 2025-2027

2.2 Guild Activity – No Guild member or officer shall conduct any Guild business on City time, and no Guild meeting will be held on City time, except with the permission of the Chief or designee.

2.3 The Employer agrees that any employee serving as a Guild representative or on a negotiating committee, shall be allowed to conduct Guild business with the Employer during working hours without loss of pay.

2.4 Strikes - The Guild agrees there shall be no strikes, slowdowns, stoppage of work or interference with the efficient management of the Police Department during the life of this Agreement.

2.5 Should any job action occur, employees shall be required to cross an established picket line to perform emergency activities. The City agrees to meet with the Guild to establish temporary procedures during non-emergency situations.

2.6 A Guild bulletin board will be provided for official Guild business only. The Guild shall not post any materials which are obscene, defamatory or impair the operations of the Police Department, Fire Department, or the City.

2.7 The City will notify the Guild in writing anticipated changes that impose a duty to bargain before changing any existing condition relating to what would be a mandatory subject of bargaining or would create a mandatory impact of a permissive subject of bargaining. Within thirty (30) calendar days after the Employer's notification, the Guild may file a demand to bargain. If a demand to bargain is not filed within thirty (30) calendar days of the notice, the exclusive representative waives the right to bargain over the change or the impact of the change identified in the notice. The City recognizes its obligation to bargain with the Guild under existing Washington law, the proposed changes in existing conditions.

### **ARTICLE 3. PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES**

3.1 Probation Period - An entry level employee shall be subject to a one (1) year probation period from the date of graduation from the academy as established by the Sedro-Woolley Civil Service Commission. A lateral transfer shall be subject to a one (1) year probation period as established by the Sedro-Woolley Civil Service Commission, commencing with the employee's most recent date of hire. During this period, the employee is working on a trial basis, subject to dismissal at any time at the sole discretion of the Chief or designee. The City shall not discharge or otherwise discipline an employee for protected Guild activity as provided by law. The employee discharged during his or her probation period has no recourse through a grievance procedure.

3.2 Layoff - The City recognizes the principle of seniority. Seniority means that period from the employee's most recent first day of compensated work for the City in a position covered by this agreement.

3.2.1 An employee's seniority can be broken so that no prior period of employment is counted. The employee's seniority shall cease upon:

- Justifiable discharge;
- Voluntary quit;

- Failure of the employee to return to work after expiration of a temporary disability leave;
- Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;
- Failure of the employee to notify the City of the employee's willingness to return to work upon recall from an indefinite layoff within seven (7) calendar days after receipt of written notice from the City at his last known address appearing on the City's records; and
- Layoff (a reduction - in - force) exceeding twelve (12) months.

3.3 In layoff, recall, and filling permanent job vacancies the City shall consider an employee's length of continuous service in a position covered by this agreement and the employee's ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the City with efficient operations.

3.3.1 In case of a layoff, the employee with the shortest length of continuous service in a position covered by this agreement, shall be laid off first. However, the City may layoff by classification rather than seniority if the employee with the greater seniority is not qualified to perform the duties of the employee with less seniority. The City shall provide two weeks written notice to an employee prior to layoff.

3.4 In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the City and the Guild informed of the address and telephone number where he or she may be contacted.

3.4.1 When the City is unable to contact an employee who is on layoff for recall, the City shall notify the Guild in writing. If neither the Guild nor the City are able to contact the employee within seven (7) calendar days from the time the Guild is notified, the City's obligation to recall the employee shall cease. The City shall have no obligation to recall an employee after he has been on continuous layoff for a period of one year. Should an employee not return to work within seven (7) calendar days after recall the City shall have no further obligation to the employee to recall.

#### **ARTICLE 4. HOURS OF WORK, OVERTIME AND PREMIUM PAY**

4.1 Hours of Work - A regular shift shall be eight (8), ten (10) or twelve (12) consecutive hours in any day. The Work week shall consist of five (5) consecutive shifts of eight (8) hours or four (4) consecutive shifts of ten (10) for a total of forty (40) hours. Any change in the above hours of work shall be by mutual agreement.

##### 4.1.1 Standard Patrol Shift

1. Patrol officers will work a 12-hour shift schedule consisting of 4 regularly scheduled days on followed by 4 regularly scheduled days off.
2. Day shift hours shall be 06:00 to 18:00 and night shift hours shall be 18:00 to 06:00. The shift start and end time may be changed at the Guild's request. In order

to provide coverage 24 hours per day and 7 days per week, each squad will be scheduled to cover the other squads' days off. The squads will rotate shifts every four (4) months. At times the Department may utilize a swing shift.

3. Each officer working a 12-hour shift shall receive a shift differential premium of 5.28% of base wages to compensate for the extra hours worked on the 12-hour shift. It is understood that shifts will sometimes be adjusted to accommodate trainings, light duty, or other events. Shift differential will not be impacted due to limited time adjustments for training. However, any shift changes resulting in shifts less than 12 hours that continue for longer than 2 weeks will revert to base wages without shift differential.

4.1.1 Meal and Rest Periods - Employees will take one thirty (30) minute paid meal period for each workday that is at least five (5) hours in duration. Meal periods will be taken at times authorized by a supervisor. Employees will take intermittent paid rest periods equivalent to ten (10) minutes for each four (4) hours worked. Meal and rest periods are subject to interruption due to the nature of the work and are not accrued or cashed out if missed.

4.2 Scheduling - The establishment of work schedules and starting times is vested solely within the purview of the Employer and may be changed to meet the needs of effective law enforcement, provided prior notice of seven (7) calendar days is given, except where precluded by an emergency or beyond department control.

4.3 Split Shifts - There shall be no scheduling of split shifts except in case of extreme emergency. Shifts will return to the established schedule when the emergency ceases to exist.

#### 4.4 Overtime

(a) For 8 and 10 hour shifts. Time worked by employees scheduled for 8 or 10 hour shifts in excess of forty (40) hours in one (1) week shall be paid at one- and-one-half (1 1/2) times the employee's regular straight time hourly rate of pay, including any premium or longevity pay. The regular straight time hourly rate of pay shall be determined by dividing the employee's regular monthly salary by one hundred seventy three and one third (173.33) hours. For purposes of overtime calculation, time worked shall include sick leave, vacation leave, holiday hours and compensatory time.

(b) For 12 hour shifts. Time worked by employees scheduled for 12 hour shifts in excess of forty-eight (48) hours in the officer's four-day work period shall be paid at one-and one-half (1 1/2) times the employee's regular straight time hourly rate of pay, including any premium or longevity pay. The regular straight time hourly rate of pay shall be determined by dividing the employee's regular annual salary by 2190. For purposes of overtime calculation, time worked shall include sick leave, vacation leave, holiday hours and compensatory time.

4. For those employees whose work week is four (4) consecutive twelve (12) hour shifts, the fifth (5<sup>th</sup>) consecutive shift shall be paid at the rate of one-and-one-half (1 1/2) times the employee's regular straight time hourly rate of pay; additional consecutive shifts shall be paid at two (2) times the employee's regular straight

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time hourly rate of pay until a work shift is scheduled off by the Police Chief or designee.

5. The Fair Labor Standards Act work period for employees working a 12-hour shift is 24 days. The Fair Labor Standards Act work period does not limit overtime required under this Agreement.

4.4.1 or those employees whose work week is five (5) consecutive eight (8) hour shifts, the sixth (6<sup>th</sup>) consecutive shift within a seven (7) day work period shall be paid at the rate of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay; additional consecutive shifts shall be paid at two (2) times the employee's regular straight time hourly rate of pay until a work shift is scheduled off by the Police Chief or designee. Such scheduled day off shall require a twelve (12) hour notice to the employee.

4.4.2 For those employees whose work week is four (4) consecutive ten (10) hour shifts, the fifth (5<sup>th</sup>) consecutive shift within a seven (7) day work period shall be paid at the rate of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay; additional consecutive shifts shall be paid at two (2) times the employee's regular straight time hourly rate of pay until a work shift is scheduled off by the Police Chief or designee. Such scheduled break shall require a twelve (12) hour notice to the employee.

4.4.2 The Employer shall not change scheduled shifts without notice being given to the employee per Article 4.2 for the purpose of avoiding overtime payment.

4.4.3 **Daylight Savings Time:** Employees who are on duty when Daylight Savings Time ends in the fall will be compensated at time and one-half for the one hour of overtime created when the clocks are set back. Employees on duty in the spring, when Daylight Savings Time begins, will be required to work the additional hour or take one hour of leave for the lost hour when the clocks are set forward.

4.4.4 If there is a discrepancy in a paycheck that an employee receives, the employee may grieve the issue through the grievance procedure.

4.4.5 Employees called back to duty between shifts (at least two (2) hours before beginning or after ending a scheduled shift) shall be compensated for a minimum of two (2) hours at their regular straight time hourly rate of pay. Overtime shall be calculated in fifteen (15) minute increments rounding down for increments of 7 minutes or less and rounding up for increments of 8 minutes or more. This shall also apply if an employee is scheduled for a shift and sent home due to a schedule change.

4.4.6 If an employee is called in on a regularly scheduled day off, the employee shall be paid one-and-one-half (1-1/2) times their regular straight time hourly rate of pay. Overtime shall be accumulated in fifteen (15) minute increments for each hour or fraction of an hour spent. Employees shall be paid a minimum of four (4) hours at their regular straight time hourly rate of pay.

4.4.7 Callback work required by the Employer that does not involve reporting in person (for example, more than de minimis phone calls and emails) shall be paid in fifteen (15) minute increments for each hour or fraction of an hour spent. Remote work does not constitute a "shift" for any purpose.

4.5 Court Time - Court time and time required for conferences and/or consultations in preparation for court proceedings outside of the employee's regularly scheduled shift shall be paid at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay. When an employee is called for court on a regularly scheduled day off, the employee shall be paid for a minimum of four (4) hours at the employee's regular straight time hourly rate of pay, or one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay for the actual time spent, whichever is greater. This provision applies to court time in an employee's official capacity.

4.6 Compensatory Time - In lieu of paid overtime, an employee may choose to accrue compensatory time off to be utilized upon the request of the employee subject to scheduling by the Police Chief or designee. Compensatory time may be accumulated for up to sixty (60) hours at a time. Each December 31 all compensatory time on the books shall be automatically cashed out and paid to the employee. Compensatory time shall be converted at the appropriate rate prior to placement in the Compensatory time bank. (Example: One (1) hour overtime at time and one half (1-1/2) equals one and one half (1-1/2) hours added to the Compensatory Bank.) An employee shall be paid for accrued compensatory time upon resignation or termination.

If, in the City's sole discretion, it determines that there is a significant impact on the City's overtime budget caused by the use of Compensatory Time, the City may revert to the contract language in place during the 2020-2022 Collective Bargaining Agreement. 30 days' notice of intent to revert shall be provided by the City.

4.7 Shift Trade - The City and the Guild agree that the changing or trading of shifts amongst employees is an acceptable practice, as long as such trade does not place an employee in an overtime situation except when the change was clearly and already an overtime situation. Shift trades are subject to supervisory approval.

4.8 Use of Reserves - Prior to assigning a reserve officer to fill in for a regular officer, the Employer shall attempt to contact those regular officers who are on their day off. If no regular officer elects to work the shift, the Employer may assign the shift to a reserve officer.

4.9 For purposes of overtime calculations, use of any accrued leaves will count towards hours worked.

## **ARTICLE 5. WAGES**

5.1 The classifications of work and wage scales for employees covered by this Labor agreement shall be as set forth in Appendix 'A' of this Agreement and is incorporated by reference.

## **ARTICLE 6. HOLIDAYS**

6.1 **Holidays for shift employees** - In lieu of holidays, the City will pay one hundred twenty (120) hours at the straight time rate to all employees working shifts and covered by

this agreement. In addition to the pay in lieu of holidays the city will grant sixteen hours of time off as floating holidays which the employee may take at the employee's discretion and approval of the Chief of Police or designee. These floating holiday hours shall not carryover to the next year (January 1 - December 31) and may not be cashed out.

6.1.1 Holiday pay shall be issued twice yearly, with the standard payroll check, in the first pay period of June and first pay period of December. . No draws of holiday pay shall be allowed. Holiday pay shall be paid for holidays earned through December of each contract year and those holidays earned after December shall be paid the following year

6.1.2 If an employee severs employment for any reason stated in section 3.2.1 prior to the holiday payment, the benefit will be prorated to the date of termination. New employees holiday pay will be prorated from the date of hire.

6.1.3 New employees working for a period of less than six (6) months prior to the December payment will be entitled to use only eight (8) hours of time off as a floating holiday.

6.1.4 For the purposes of Section 6.1, detectives shall be considered shift employees.

6.1.5 Should an employee terminate prior to completing the current year of service, the floating holiday shall be paid on a pro-rated basis.

**ARTICLE 7. VACATIONS**

7.1.1 Employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until the employee has completed six (6) months of continuous service.

Anniversary	Hours Per Month	Hours Per Year
0 through 4	10.0	120
5 through 9	13.36	160
10 through 14	14.0	168
15 <sup>th</sup> year	14.64	176
16 <sup>th</sup> year	15.36	184
17 <sup>th</sup> year	16.0	192
18 <sup>th</sup> year	16.64	200
19 <sup>th</sup> year	17.33	208
20 <sup>th</sup> year	18.0	216
21 <sup>st</sup> year	18.66	224
22 <sup>nd</sup> year	19.33	232
23 <sup>rd</sup> year	20	240
24 <sup>th</sup> year	20.66	248

\* Year 0 begins on the employee’s date of hire. Year 5 is the employee’s 5 year anniversary.

7.1.2 An employee must use vacation leave in hourly increments. Vacations shall be

scheduled in advance and shall be approved by the Police Chief or designee. Vacations shall be scheduled so that it does not disrupt the normal operations of the Employer. Departmental seniority shall prevail if conflicts arise in vacation scheduling.

7.1.3 Earned vacation shall be allowed to accrue eighty (80) hours over the previous year's allotment, but in no case will an employee be allowed to cash out vacation accrued over two hundred eighty (280) hours.

7.1.4 Utilization of accrued vacation for an emergency nature shall be approved on a case by case basis.

7.1.5 If an employee is unable to schedule or use vacation due to staffing, court hearings or other work-related issues, the Chief may extend the maximum accrual of vacation for the employee for a period of up to 3 months. Employee must be below their maximum accrual at the end of the three-month period.

## ARTICLE 8. SICKLEAVE

8.1 All employees shall be entitled to sick leave to be used in the event the employee is sick or injured or has medical or dental appointments. Employees may use accrued sick leave to care for dependents when they have a health condition that requires supervision or treatment, **in accordance with the Federal Family and Medical Leave Act, the Washington State Family Care Act, and Washington State Sick Leave.**

8.1.1 Full-time employees shall accrue leave at the rate of eight (8) hours per month of consecutive and continuous employment, up to a maximum accrual of one thousand four hundred forty hours (1,440) for use for any recognized sick leave. Mandated state sick leave is part of and not in addition to the eight (8) hour accrual per month.

8.1.2 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time. However, employees may use vacation or other earned compensatory time to supplement sick leave.

8.1.3 Absences for more than three (3) consecutive workdays will require documentation. Documentation need not disclose the nature of the medical condition causing the need for leave, unless required by law, and if a requirement to provide documentation will result in unreasonable burden or expense to the employee, employee may advise their supervisor of this concern and the supervisor will evaluate the request considering the circumstances in accordance with WAC 296-128-660.

Upon the death or retirement of an employee, such employee or their beneficiary shall receive twenty-five percent (25%) of the then accrued and unused CSL sick leave in cash in addition to the last regular paycheck due such employee.

8.2 Employees may use vacation or other earned compensatory time to supplement sick leave if the employee has used all of the employee's accrued sick leave.

8.3 Employees may use accumulated WSSL and CSL for:

- The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.

- The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- An absence due to closure of the City by order of public official for any health-related reason, or where employee's child's school or day care is closed for such a reason.
- Absences covered by the Domestic Violence/Sexual Assault/Stalking leave law.
- Employees may not use sick leave to work for a secondary employer. It is the intent of this limitation to allow the use of sick leave for uses consistent with this section, other than for the purpose of working for another employer.

8.3.01 For the purposes of section 8.3 family member shall include: dependents recognized for Federal Income Tax purposes and allowed by IRS, and persons who reside in the same home who have reciprocal and natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

8.4 SICK LEAVE DURING VACATION - When a condition listed under Section 8.3 arises while the employee is on vacation leave, the employee shall be granted accrued CSL, provided the employee notifies the employer immediately, and a physician's certificate shall be furnished upon the Employer's request.

Employees are required to notify the Chief or designee a minimum of one (1) hour prior to his/her shift beginning, or any time period practicable for the Employee.

8.5 If an employee separates from the City and is rehired within twelve (12) months, any WSSL balance that existed at the time of separation will be reinstated, provided that if the rehire occurs in the following calendar year, reinstatement of the balance will be limited to forty (40) hours.

8.6 Washington Family and Medical Leave - Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Premiums for benefits are established by law. Employees will pay the identified employee's share of premiums through payroll deduction. The Employer will pay the employer's share of premiums.

8.7 The City maintains a shared leave program. Members of the bargaining unit are eligible to participate in accordance with the policy.

## **ARTICLE 9. BEREAVEMENT LEAVE/OTHER LEAVES**

9.1.1 When death occurs to a member of the employee's immediate family, the employee shall be granted the necessary time off, not to exceed three (3) consecutive days, for making arrangements and attending the funeral. In special circumstances and where travel distances require additional time, the Chief or designee may grant an additional four (4) days off.

9.1.2 Members of an employee's immediate family are limited to the employee's spouse, domestic partner, sons, daughters, mother, father, brothers, sisters, step-children and step-parents, grandparents, grandchildren, aunts, uncles, cousins, or like relatives of the employee's spouse, and persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another.

9.1.3 The employee shall notify and make arrangements with the Employer for any requested bereavement leave.

9.2 OTHER LEAVES - Leave without pay or benefits may be granted to employees who have exhausted sick leave, annual vacation and industrial insurance (where applicable), for the following reasons:

1. Serious illness exceeding thirty (30) calendar days.
2. Serious illness in the immediate family.
3. Non-work related accident or illness requiring an absence from work.
4. Occupational injury and/or accident or illness.

9.2.1 Requests for leave without pay or benefits must be in writing.

9.2.2 Leave may only be granted for the period of disability and shall not exceed one (1) year unless otherwise specified.

### **Crime Victim**

If the employee's leave of absence-compensable injury results from a crime committed upon the employee in the course of employment, whether prosecuted or not, the employee's paid leave will not be used to offset the difference between time loss payments for a six (6) month period following the date of injury. The City's current time loss policy provides employees the option of either opting to exclusively take the time loss payments without use of leave, or use accrued leave and submit time loss payments to the City to "buy back" a reduced amount of leave that reflects the hourly value of the time loss payment. For purposes of this section, the "buy back" process will be used and the City contributing the difference means that the full leave amount taken will be reinstated with payment to the City of the time loss checks.

## **ARTICLE 10. JURY DUTY**

10.1 An employee called for jury duty shall be compensated at his or her regular straight time rate for the actual hours lost from work, ~~excluding reimbursement by the court for~~ mileage, meals and jury fees.

## **ARTICLE 11. HEALTH AND WELFARE**

11.1 For the term of this Agreement, employee and dependent health and welfare coverage will be provided through the Association of Washington Cities (AWC) Health First 250 Medical Plan, Washington Dental Service Plan F and the AWC \$0 Copay Vision Service Plan. For the term of this Agreement, the employee shall contribute to the cost of these insurance premiums through payroll deduction as follows:

Employer will pay 90% and employee will pay 10% of the employee's premium.

The employee's contribution to insurance premiums shall be paid through the City's IRC section 125 plan.

11.2 Long Term Disability Insurance - The City agrees to pay \$58 \$ per LEOFF II employee towards the cost of a long-term disability plan. Such plan to be mutually agreed upon by both parties.

11.3 Regardless of any other provision of this agreement, in the event an employee dies as a result of an on-duty incident, including but not limited to a motor vehicle collision or an assault upon the employee, the estate of the employee shall be paid out 100% of all of the employee's outstanding vacation, compensatory time and city sick leave balances.

11.4 Wellness Incentive. The City and Guild concur that physical and mental fitness is beneficial to the city and to the employees. The parties agree that to encourage both physical and mental fitness the city will pay employees \$500 per year upon proof that the employee passes the standard physical ability test and meets with a city provided EAP or other counselor once per year. The employee must submit proof of both no later than November 15<sup>th</sup> and the payment shall occur in the first pay period in December. The parties will work together to identify a testing process.

11.5 The City agrees to pay the premium for a \$30,000 basic life insurance policy. Such policy shall be provided through the Association of Washington Cities Standard Insurance group life insurance plan. Employees may purchase, at their own expense, supplemental life insurance per the policy's guidelines. Supplemental life insurance shall be paid by the employee through a payroll deduction.

11.6 The City agrees to allow employees to participate in the FOP HRA program and facilitate employee contributions in an amount to be determined by vote of the Guild.

## **ARTICLE 12. UNIFORM ALLOWANCE/EQUIPMENT**

12.1 All uniforms and protective clothing required to be worn by an employee shall be purchased by the City. The Equipment and Uniform items covered by this agreement shall be as set forth in Appendix "B" of this Agreement and is incorporated by reference.

12.1.1 Employees shall be held accountable for all such items issued to the employee by the City. Items which become worn out, lost, or destroyed as a direct result of the proper performance of the employee's duties, or as a result of an occurrence, shall be replaced by

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the City. If said items become lost or mutilated as a result of an employee's willful negligence or intentional act, they shall be replaced by the employee.

12.1.2 All equipment issued by the City to each employee shall remain the property of the City.

12.1.3 For advisory purposes only a four person board comprised of two (2) members selected by the Guild and two (2) members selected by the Employer shall be established for the purpose of recommending new equipment acquisition and recommended guidelines and regulations governing uniforms worn by employees.

12.1.4 The employer shall pay for the cleaning of two (2) uniform shirts and two (2) uniform pants per week for uniformed personnel. The employer shall pay for the cleaning of two (2) suits worn by the detective per month as needed. Additional cleaning of uniform items and clothing worn in the line of duty may be approved by the Police Chief or designee on an individual basis.

12.1.5 The employer shall pay for repair or replacement of employee's personal property reasonable and necessarily worn or carried by an employee, when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Payment shall not be approved if the willful negligence or wrongful conduct of the employee was a contributing factor to the loss.

12.2 Police officers, sergeants and detectives are currently assigned one (1) vehicle per officer. Each assigned vehicle may be taken home when the officer lives within a twenty five (25) mile radius from and a 45 minute response time to the Sedro-Woolley Police Department Offices. Any officer living outside this boundary must leave his/her vehicle in an assigned parking space at the SWPD.

12.3 Unsafe Vehicles. No employee of the police department will be required to drive an unsafe vehicle. If in the judgment of the employee, or the City a vehicle is deemed to be unsafe, the City agrees to the following: As soon as is practical, so as not to endanger the safety of the employee or the public the vehicle in question will be inspected by a qualified mechanic. The vehicle will be repaired, adjusted or removed from service, as needed. The City and the Guild agree that mileage alone shall not be a determining factor in a vehicle being safe or unsafe.

### **ARTICLE 13. ACCIDENT OR INJURY REPORT**

13.0 It is the responsibility of the employee to report all injuries, regardless of severity, to the officer in charge, who shall write a report during the shift, and file it with the Chief immediately.

### **ARTICLE 14. RESIDENCE AND RESPONSE TIME**

14.0 Due to the need for emergency response, employees of the Sedro-Woolley Police Department shall establish their permanent residence within a forty-five (45) minute response time to the City of Sedro-Woolley Police Department Offices. The time shall

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begin when the police officer enters his vehicle and checks in by radio, and terminates upon arrival at the police department. Employees that are currently working for the City as of January 1, 1993, living outside the forty-five (45) minute response time are exempt from the above requirement, unless the employee moves from the employee's existing residence. A current employee shall not move into a new residence located outside the response time area. Failure to comply with this section shall be cause for discipline, up to and including termination.

## **ARTICLE 15. OUTSIDE EMPLOYMENT**

15.0 Employees are prohibited from engaging in outside employment or being involved in a business activity which would adversely affect, hinder or impair the employee's performance or effectiveness as a Police Officer or the ability of the Police Department from performing its duties as determined by the Chief. The employee shall report to the Chief in writing all outside employment or business activities.

## **ARTICLE 16. DISCIPLINE AND DISCHARGE**

16.1 The Employer may discharge or suspend an employee for just cause in accordance with Appendix "C".

16.1.1 An employee shall sign all items placed in their personnel file. Nothing in this section shall prohibit the City from placing disciplinary documents in the personal file without signature, should the employee refuse to sign. In such cases, the supervisor may indicate "refused to sign" on the document.

16.2 The City shall follow guidelines established by Appendix "C" Police Officers Bill of Rights" in an effort to ensure investigations of employees are conducted in a manner which is conducive to good order and discipline and in keeping with the provisions of the Civil Service Commission Rules.

16.3 An employee wishing to appeal a disciplinary decision or other matter under the jurisdiction of the Civil Service Commission waives the right to take the same issue through the grievance procedure of the labor agreement.

## **ARTICLE 17. GRIEVANCE**

17.1 A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement. It is specifically understood that matters governed by Civil Service rules and regulations shall not be considered grievances and subject to the grievance procedures within the agreement.

17.2 shall be processed and settled in the following manner  
Grievances

STEP 1. The employee, group of employees, and/or Guild representative, who have an alleged grievance shall present the grievance to the employee's immediate supervisor within fourteen (14) days of its occurrence or the date the employee should have reasonably known of its occurrence or the grievance shall not be subject to the grievance procedure. The supervisor shall only attempt to resolve grievances within their immediate control and

shall notify the Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit in writing his or her decision to the employee within fourteen (14) ) days. If not resolved, the grievance shall proceed to STEP 2.

STEP 2. If the grievance was not resolved in STEP 1, the Guild shall submit the grievance in writing to the Police Chief within fourteen (14) days. The written statement shall include the section(s) of the agreement allegedly violated, the facts as known, and the remedy sought. The Chief shall notify the Guild of his/her response in writing within fourteen (14) business days.

STEP 3. If the grievance was not resolved in STEP 2, the Guild may refer the grievance in writing together with all other pertinent material to the City Administrator within fourteen (14) days. The City Administrator shall notify the Guild in writing of the decision of the City within fourteen (14) business days.

STEP 4. Non-Disciplinary Matters: The Guild may appeal an adverse decision of the City Administrator to a neutral arbitrator. The guild will send notice of intent to arbitrate to the Chief of Police and City Administrator. The parties may attempt to identify a neutral arbitrator. In the event that the parties cannot agree on a neutral arbitrator within fourteen (14) s days, they shall petition the Public Employment Relations Commission to submit a list of eleven (11) arbitrators. The parties shall alternatively strike names until one (1) name remains on the list. The order of striking of names shall be determined by a coin toss. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement and shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement.

Disciplinary Matters: The Guild may appeal an adverse decision of the City Administrator to a neutral arbitrator. The appeal shall be submitted by serving the Chief of Police and City Administrator of the notice of intent to arbitrate. The arbitrator shall be selected by the Public Employment Relations Commission in accordance with the procedures established in RCW 41.58.070.

17.3 Each party shall bear the expense of presenting its own case, including attorneys' fees. The expenses of an impartial arbitrator shall be borne equally by the City and the Guild.

17.4 At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties. The parties may also mutually agree in writing to waive a grievance to any step in the grievance procedure.

17.5 Failure to process the grievance to the next step within the established time limits shall constitute a resolution of the grievance based on Management's last response.

17.6 Days shall be construed as calendar days. Service of grievances and responses may be by email.

17.7 Grievances related to overpayment or underpayment shall be initiated according to SWPSG CBA 2025-2027

Article 17. The City will not exceed a three year look back period for any payroll audits, absent a compelling reason to do so.

## **ARTICLE 18. MANAGEMENT RIGHTS**

18.1 The Guild recognizes the prerogative of the City to operate and manage the municipal services in the most efficient, effective manner.

18.2 The Guild recognizes the exclusive right of the City to establish reasonable rules and policies for the operation of its business. The City agrees to appraise the Guild of all such rules and policies and changes thereto as they are adopted or amended.

18.3 The Guild recognizes the exclusive right of the City to establish methods and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of new, improved or automated methods or equipment.

18.4 The Guild recognizes the exclusive right of the City to assign employees to specific jobs within the bargaining unit in accordance with their job classification or title.

18.5 The Guild recognizes the exclusive right of the City to recruit, hire, promote, transfer, appoint, and assign employees; and to lay off employees for lack of work or funds.

18.6 The Guild recognizes the exclusive right of the City to determine staffing levels.

18.7 The Guild recognizes the exclusive right of the City to determine performance standards.

18.8 The Guild recognizes the exclusive right of the City to control the City budget.

18.9 The Guild recognizes the exclusive right of the City to take action in the event of an emergency as defined in the City Code.

## **ARTICLE 19. MATTERS COVERED AND COMPLETE AGREEMENT**

19.1 The parties agree that this document contains the complete agreement on all bargainable issues. The following appendices are incorporated herein as if set forth fully within this agreement.

- A. Wages
- B. Uniforms and Equipment
- C. Investigation Standards
- D. Drug and Alcohol Policy

## **ARTICLE 20. SEPARABILITY AND SAVINGS**

20.1 Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

**ARTICLE 21. DURATION**

21.1 This Agreement is effective January 1, 2025 , and shall remain in full force and effect through December 31, 2027 , and shall remain in effect during the course of negotiations on a successor Labor Agreement. The parties shall attempt to commence negotiations on proposed amendments to this Agreement which would become effective following the expiration of this Agreement, by no later than July 1, 2027 .

Dated this \_\_\_\_\_ day of November, 2025

SIGNED:

Sedro-Woolley Public Safety Guild

SIGNED:

City of Sedro-Woolley

APPENDIX 'A'  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
REPRESENTING THE POLICE DEPARTMENT COMMISSIONED EMPLOYEES  
January 1, 2025 through December 31, 2027

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, ("Employer"), and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, ("Guild").

A.1 Effective January 1, 2025, the classifications of work and the monthly rates of pay for each classification covered by this Agreement shall be increased by 6% above the 2024 for Officers, 9% for Detectives as follows:

Position	Period	Step A	Step B	Step C	Step D	Step E
Officer	Monthly	7,109.00	7,466.00	7,839.00	8,230.00	8,641.00
	Pay Period	3,554.50	3,733.00	3,919.50	4,115.00	4,320.50
Detective	Monthly	7,749.00	8,138.00	8,545.00	8,971.00	9,419.00
	Pay Period	3,874.50	4,069.00	4,272.50	4,485.50	4,709.50
Sergeant	Monthly	9,333.00	9,678.00	10,024.00		
	Pay Period	4,666.50	4,839.00	5,012.00		

A.1.1 The step rates identified in section A.1 shall become effective on the employee's anniversary date.

A.1.2 Sergeants shall be 8% over top step officer at step A and 12% at Step B and 16% at Step C.

A.1.3 Upon move to Detectives, employee to be placed at step that represents a 3% increase in base salary.

A.2 Effective January 1, 2026, the base wages in effect on December 31, 2025, shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-U (October-October), with a minimum of two percent (2%) and a maximum of four percent (4%)  
SWPSG CBA 2025-2027

Effective January 1, 2027, the base wages in effect on December 31, 2026, shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-U (October-October), with a minimum of two percent (2%) and a maximum of four percent (4%).

The City shall match employee contributions into the city's deferred compensation program up to \$100 per month.

A.4 Longevity. In addition to the rates of pay identified in Section A.1 each employee who is qualified shall receive longevity pay based on the following years of service:

- Year 0 begins on the employee's date of hire. Year 5 is the employee's 5 year anniversary

Beginning 5 <sup>th</sup> year	2.00% of base wages per month
Beginning 10 <sup>th</sup> year	3.00% of base wages per month
Beginning 15 <sup>th</sup> year	4.00% of base wages per month
Beginning 20 <sup>th</sup> year	5% of base wages per month
Beginning 25 <sup>th</sup> year	6% of base wages per month

A.5 Field Training Officers. In addition to the wages set forth in A.1 officers and sergeants assigned as Field Training Officers shall receive an additional twenty-five dollars (\$25.00) per shift while performing duties as a field training officer with minimum increments of one hour.

A.6 Specialty Pay. Officers assigned and certified as Defense Tactics Instructors and Firearms Instructors and officers assigned and serving as Commercial Vehicle Enforcement, SWAT and Negotiator shall receive specialty pay in the amount of two and one-half percent (2.5%) of the employee's base wage per month while serving in this assignment. The City shall pro rate pay for partial months served.

A.6.1. Canine Handler. To compensate for the time and commitment to “at home” care and all other normal daily functions related to the care and maintenance of the canine, the canine handler shall be compensated for one (1) hour daily of release time from duty for the care and maintenance of the canine per worked shift while on a 4/10 schedule. If release time is not possible, the employee will be paid one (1) hour of overtime per worked shift while on a 4/10 schedule. This is intended to compensate for the estimated approximately thirty (30) minutes off-duty per calendar day necessary for the care and maintenance of the canine. This subsection is in addition to the premium pay percentage applied to all Canine Officer base wages.

A.6.2 Canine/SRO Employees assigned to the duty of Canine or SRO shall receive for each month assigned, a premium of five percent (5%) of the employee's base wage per month.

A.6.3 Bilingual Premium. Employees certified as bilingual in Spanish based upon a test to be identified by the Employer shall receive a premium of two and one-half percent (2.5%) of the employee's base wage per month once certified. The employer may also award bilingual premium for other languages, including sign language, as deemed appropriate. *No employee will be required or asked to interpret without being paid a bilingual premium.*

A.6.4 Social Media Specialty Pay. Employees assigned and serving in a Social Media specialty shall receive specialty pay in the amount of two and one-half percent (2.5%) of the employee's base wage per month.

A.6.5 Excluding the SRO specialty pay and canine handler premiums, the maximum amount any employee may receive for specialty pay identified under A.6 shall not exceed five percent (5%) of the employee's base wage.

A.7 Lateral Entry. A) Lateral Police Officers shall be hired in at Step B or higher of the wage scale, at the City's discretion. The City also has discretion to offer a starting vacation bank of eight (8) hours of vacation for each year of law enforcement experience to a lateral hire, or B) the City may hire a lateral or experienced officer and place the officer at a pay step and a vacation accrual rate commensurate to the officer's actual experience as a sworn

peace officer. If the City uses this option (b) it shall also grant the same additional pay steps and/or vacation balance accrual to any other employees who previously lateralled to SWPD and is covered by this agreement.

A.8 Minimums. It is understood that this Agreement represents minimums with respect to wages and other conditions of employment and does not prevent the Employer from allowing merit increases or affecting more favorable benefits and working conditions.

A.9. Employees shall be eligible for reimbursement for meals and incidentals during work related travel involving at the rate established by the US General Services Administration for Seattle/King County rate.

Receipts shall be submitted to the City Clerk-Treasurer in order to receive reimbursement.

A.9.2 If I.R.S. regulations require it, the amount of the per diem shall be reported as income to the employee. If not required by the I.R.S. regulations, such per diem amounts will not be reported as employee income.

A.10 The City will reimburse up to \$30.00 per month per participating employee toward the cost of fees for the use of a health club or for participation in physical fitness/exercise classes, *provided*, that to be eligible for this reimbursement, the employee must provide documentation of actual participation at least eight (8) times per month. The balance of the program cost will be paid by the employee who voluntarily participates in the program.

#### A.11 Education Premium

An employee with an associates degree (AA/AAS) shall receive a premium of 2% on top of their regular monthly pay.

An employee with a bachelor's degree (BA/BS) shall receive a premium of 4% on top of regular monthly pay.

An employee with a masters degree shall receive a premium of 5% on top of regular monthly pay.

The Education Premium shall be expanded to include military service. Honorable discharge is equivalent to an AA. Employees are eligible for one incentive. Incentives cannot be stacked

### **RETENTION INCENTIVE**

The City and the Guild acknowledge that, due to recent employee departures, and the efforts to attract new employees, the remaining Patrol, Investigations, and Supervisory staff have demonstrated a high level of commitment and steadfastness in their work and facing the additional demands created by short staffing. In acknowledgement of the sacrifices and difficulties faced by staff, all guild members employed by the City as of January 1, 2025, shall be paid a retention incentive in the amount of \$2,500, to be paid on the second payroll check following the mutual ratification of the contract.

**LATERAL SIGNING BONUS**

For any lateral officer hired after March 1, 2025, \$10,000 lateral signing bonus for any lateral applicants hired in 2025. \$5,000 shall be paid to the lateral applicant on date of hire, and \$5,000 paid on their one-year anniversary.

APPENDIX "B"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees)  
January 1, 2025 through December 31, 2027

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

UNIFORMS AND EQUIPMENT

B.1 It shall be the City's responsibility to provide to all Police Officers on an "as needed" basis all or part of the following uniform and equipment:

UNIFORM

Number Issued	Item	Issued To
1	Badge Shirt	P/O, Sgt., Detective
1	Badge (flat)	P/O, Sgt., Detective
1	Shirts L/S Class A	P/O, Sgt., Detective
1	Trousers Class A	P/O, Sgt., Detective
1	Hat Class A with Badge	P/O, Sgt., Detective
1	Collar Brass-Pair	P/O, Sgt., Detective
1	Base Ball Style Cap	P/O, Sgt., Detective
1	Beanie Hat	P/O, Sgt., Detective
1	Tie	P/O, Sgt., Detective
1	Tie Bar	P/O, Sgt., Detective
1	Jacket	P/O, Sgt., Detective
1	Uniform Belt	P/O, Sgt., Detective
1	Ballistic Vest	P/O, Sgt., Detective
1	Pair of boots or shoes (Not to exceed \$225)	P/O, Sgt., Detective
1	Pair of gloves (Not to exceed \$75)	P/O, Sgt., Detective
1	Winterweight Coat for Under Vest	P/O, Sgt., Detective
Variable	Departmental Insignias (for like Number of Uniforms issued)	
1	Metal Name Tag Class A	P/O, Sgt., Detective

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EQUIPMENT

Number Issued	Item	Issued To
1	Handgun	P/O, Sgt., Detective
3	Handgun Magazines	P/O, Sgt., Detective
1	Backup Handgun	P/O, Sgt., Detective
2	Backup Handgun Magazines	P/O, Sgt., Detective
1	Rifle	P/O, Sgt., Detective
2	Rifle Magazines	P/O, Sgt., Detective
2	Handcuffs	P/O, Sgt., Detective
2	Handcuff case (single/double)	P/O, Sgt., Detective
1	Gun belt	P/O, Sgt., Detective
1	Gun holster	P/O, Sgt., Detective
1	Flashlight holder	P/O, Sgt., Detective
1	Key holder	P/O, Sgt., Detective
1	Badge wallet & ID card	P/O, Sgt., Detective
1	Mini-light	P/O, Sgt., Detective
1	Mid-size Flashlight	P/O, Sgt., Detective
1	Large Flashlight	P/O, Sgt., Detective
1	Portable Radio	P/O, Sgt., Detective
1	Chemical Spray	P/O, Sgt., Detective
1	Traffic Vest	P/O, Sgt., Detective
1	External Carrier	P/O, Sgt., Detective
6	External Vest Pouches Max with Tourniquet Pouch Options to include combination of OC, Handcuff single or double, Radio, Rifle Mag, Flashlight, Handgun mag, Rifle/Handgun Combo	P/O, Sgt., Detective
4	Shirt S/S Main Uniform	P/O, Sgt., Detective
4	Combination of Shirt L/S Main Uniform or Coat L/S for under External Vest	P/O, Sgt., Detective
4	Pants Main Uniform	P/O, Sgt., Detective
1	Ballistic Rifle Plate (Mandatory wear if purchased for officer)**	P/O, Sgt., Detective
1	Taser with Holster	P/O, Sgt., Detective
1	Body Camera	P/O, Sgt., Detective
1	Ballistic Helmet	P/O, Sgt., Detective

\* Officers currently wearing old coveralls will not be issued replacements. Officers will need to adjust to wearing current main uniform.

\*\* City will not purchase if the Officer is not going to wear. The current options will be provided to the officers for the Ballistic Rifle Plates available. For Officers that vary in size and stature considerations will be made to accommodate the correct size and fit

APPENDIX "C"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees)

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

C.1 General Procedures. To the extent possible, any employee being investigated for possible discipline will be informed in writing at least forty-eight (48 ) hours prior to the interview of the nature of the allegation or charges against the employee, including any policies in which the Employee is alleged to have violated, in order to afford the employee the opportunity to consult with a Guild representative and/or attorney and to arrange for a Guild representative and/or attorney to be present during the interview. This notice requirement shall not pertain to questions asked at the scene of a crime in order to control the scene and apprehend any suspects.

C.1.2 The Guild representative and/or attorney shall not unduly interfere in the interview. These restrictions on the Guild's representative's role in no way limit the Guild's right to present other evidence to the City at other phases of the investigation, after the conclusion of the questioning.

C.1.3 To the extent reasonably possible, interviews shall take place at the Department facilities. During an interview, the employee will be entitled to reasonable intermissions for personal physical necessity.

C.1.4 The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift or normal business hours, except for emergencies or where the interviews can be conducted by telephone. Where an employee is working on a graveyard shift, the interview may be scheduled contiguously to the employee's shift at the Chiefs discretion. The employee will receive appropriate overtime pay for hours worked outside the employee's regular shift.

C.1.5 The employee shall be required to answer any questions concerning a non-criminal matter under investigation. The employee shall also answer all questions about alleged criminal conduct after the City has informed the employee that the employee's statements shall not be used in any criminal proceeding. The employee shall be afforded all rights and privileges to which the employee is entitled under State and Federal law.

C.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertains to the incident which is the subject of the  
SWPSG CBA 2025-2027

investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

C.1.7 If the Department tape records the interview, a taped copy of the complete interview of the employee shall be furnished, upon request, to the employee. If the interviewed employee is subsequently disciplined and any part of the recording is transcribed by the City or the Guild, the other party shall be given a complimentary copy thereof. The Guild shall be allowed to tape record the interview with the permission of the Chief.

C.1.8 The employee and the Guild shall be advised of the results of the investigation, unless limited by law.

C.2 Just Cause. Disciplinary actions shall be imposed upon an employee only for just cause.

C.2.1 Disciplinary actions will normally be progressive in nature, but the level of discipline administered may depend upon a number of factors. Disciplinary actions may include the following:

- a. Verbal reprimand reduced to writing
- b. Written Reprimand
- c. Suspension without pay/forfeiture of accumulated leave
- d. Demotion
- e. Discharge

C.2.2 The Guild shall have the right to process the following disciplinary actions through arbitration: suspension without pay, demotion and discharge. An employee may submit a written response to a reprimand.

C.2.3 The employee shall be entitled to Guild representation at all investigatory interviews that the employee reasonably believes could lead to discipline, if the employee so requests.

C.2.4 Notice and opportunity to respond. Prior to disciplining an employee with suspension, demotion or discharge, the Chief of Police or his/her designee shall provide the employee and the Guild with the following information:

- a. The nature of the allegation of charges against the employee;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that was violated;
- c. The range of disciplinary action being considered.
- d. The complete file in which the discipline is based on, including all transcripts and audio files.

An informal pre-disciplinary meeting shall serve as the opportunity for the employee and Guild to furnish additional facts before a disciplinary decision is finalized. The employee shall be given the opportunity to be heard, to respond to the allegations and to have these responses considered prior to the imposition of discipline .City's Decision. Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

C.3 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

C.4 The City agrees not to use GPS data to monitor employee movement without a law enforcement reason, a reason to suspect employee misconduct, or a legitimate business purpose.

APPENDIX "D"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees)

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

DRUG AND ALCOHOL POLICY

D.1.0 Purpose and Intent - The City and the Guild recognize that they have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the work place be free of employees whose job performance may be impaired by the abuse of alcohol or other drugs.

The City recognizes that alcohol and other drug abuse are treatable illnesses and to the extent possible, the employer's response to these illnesses should be to encourage treatment and rehabilitation. The employee and the Guild recognize that consumption of alcohol or other drugs to the point that employees are unable to perform their jobs safely and effectively will not be tolerated.

The City and the Guild recognize that when an employee places himself or herself in a situation in which the employee's job performance is impaired by alcohol or other drugs that it is the responsibility of the parties to prevent endangerment of the employee, fellow employees, and/or the public.

The City recognizes the employee's concerns for their personal privacy and therefore agrees that discovery testing for alcohol and other drugs may be used only in cases in which there are questions of impaired job performance, reasonable suspicion of abuse is evidenced, or if an accident involving property damage to city property or serious physical injuries occurs while on duty. However, the City may use pre-employment discovery testing in any case.

The City and the Guild recognize that the use of a substance abuse treatment program does not replace normal disciplinary procedures for unsatisfactory job performance. Definitions:

D.1.1. Reasonable Suspicion - means specific, articulable observations by a supervisory employee concerning their work performance, appearance, behavior, or speech of the employee.

D.1.1.2 Impaired - means that an employee has a detectable level of alcohol or drugs in the employee's blood or urine or a noticeable or perceptible impairment of the employee's mental or physical faculties.

D.1.1.3 Prohibited Drugs - means all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, or other controlled substances as defined by Chapter 69.50.;101 RCW, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

D.1.1.4 Over The-Counter Drugs - means those drugs that are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

D.1.1.5 Prescription Drugs - means those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed medical practitioner/physician or dentist.

D.1.1.6 Discovery Testing - means any testing done prior to employment or as a result of reasonable suspicion as defined by this policy. Testing includes blood and urine screening for alcohol or other drugs. After July 1992, a conditional job offer must be made prior to the drug test.

D.1.2 Procedure - Reporting for work under the influence of alcohol or other drug, or the use, sale or possession by an employee of alcohol, a prohibited drug, a drug not medically authorized, or other drug that impairs job performance or poses a hazard to the safety and welfare of the employee, fellow employees, or the public is strictly prohibited and will result in immediate disciplinary action, which may include termination. It is the goal of this policy to prevent and rehabilitate, rather than terminate the employment of workers who are abusing alcohol or other drugs. Therefore the following procedure shall be followed:

D.1.2.1 Each employee shall report the use of medically authorized drugs or other substances which can impair job performance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using the authorized drugs. It is the employee's responsibility to determine from the physician whether the prescribed drug would impair his or her job performance. Failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, may result in disciplinary action. Cannabis remains a prohibited drug under section D.1.1.3 of this policy regardless of medical authorization.

D.1.2.2 If there is reasonable cause to believe that an employee's job performance may be impaired by alcohol or other drugs, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document in writing the behavior on the Impaired Behavior Report form. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

D.1.2.3 When possible, a second managerial employee shall also observe and document the employee's behavior to verify that there is a reasonable suspicion that alcohol or other

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drug consumption may be involved. The supervisor or appropriate manager shall determine whether the employee's behavior is impaired to the point of being unable to perform his or her duties effectively and safely. The employee shall be relieved of this or her duties and placed on a suspension with pay status until a clear determination can be made by the appropriate manager as to the abuse or non-abuse of alcohol or other drugs. Under no circumstance will an employee be allowed to operate equipment or drive a motor vehicle when it reasonable appears that his or her ability has been impaired.

D.1.2.4 If it is concluded that there is a reasonable suspicion that alcohol or other drug consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The employee must sign the Performance Impairment Exam Consent form before testing may be conducted. Failure of an employee to take the test(s) shall result in the employee's immediate termination. The City may also have the employee undergo a physical examination at City expense at the time that the drug or alcohol test is administered. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

D.1.2.5 If the test is negative, the employee shall be counseled by the physician and returned to work, if appropriate to the medical diagnosis, with no loss of pay or benefits. Where appropriated, a signed physician's release may be required by the City before the employee returns to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.

D.1.2.6 In cases in which immediate termination is not warranted, the employee will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate, the employee shall be referred to a treatment program agreed upon by the Guild and the City. Once the inpatient part of the program has been completed, the employee may be re-employed only with a written release from the treating or primary physician. When prescribed by a physician or a rehabilitation program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment or return-to-work agreement may be terminated.

D.1.2.7 If the test is positive, the employee may request a second test be performed on the same urine or blood specimen. The results of the second test will be conclusive. If the test is positive the employee may be terminated, depending upon the circumstances of the . Circumstances warranting an immediate termination includes incidents in which the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property, or an incident of parallel magnitude.

D.1.2.8 An employee who is the subject of an investigation related to substance abuse may have a Guild representative or other employee present during the investigative procedures outlined above. Disciplinary actions taken by the City under this procedure shall be subject to the grievance procedure of the respective Labor agreement or established policy.

D.1.2.9 The City shall utilize both urine and blood tests for verification. The "enzyme-SWPSG CBA 2025-2027

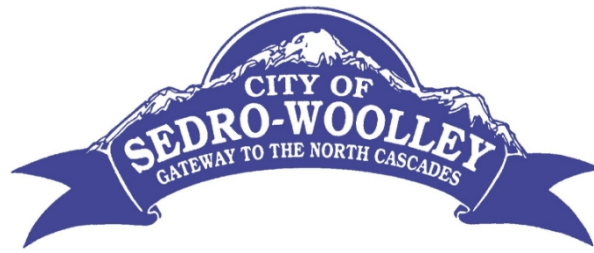
immunoassay" (EMII) and "gas chromatography-mass spectrophotometry" (GC-MS) test method shall be used in a laboratory agreed upon by the Guild and the City. The City shall pay for the costs of all tests. Medical examinations carried out under this procedure when not completely covered by Health & Welfare benefits shall be the responsibility of the employee. The City shall pay these costs for LEOFF I employees only. The City shall maintain confidentiality of test results to the extent possible.

D.1.2.1 O Once an employee completes rehabilitation and follow-up care and no re-occurring incidents have taken place for two years the record of treatment and positive test results will be retired to a "closed" medical record and the employee will be given a fresh start with a clean administrative record.

D.1.2.11 The Guild and the City shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy. When appropriate, the employee, the Guild and the City shall enter into joint agreements that establish the form of rehabilitation and the conditions that will be imposed for the return of an employee to the work place.

D.1.3 Right of Appeal - Each employee has the right to challenge the results of drug testing per Civil Service Rules, or appropriate grievance procedures as outlined in the Guild contract.

D.1.4 Conflict With Other Laws - This policy shall not supersede or waive an employee's federal or constitutional rights.



## City Council Agenda Item

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**Agenda Item No.:** n.2.

**Date:** November 25, 2025

**From:** Kelly Kohnken, Finance Director / City Clerk

**Subject:** Resolution 1171-25 - 2026 Master Fee Schedule - 1st Read

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**RECOMMENDED ACTION:**

First read, no recommended action.

**BACKGROUND/SUMMARY INFORMATION:**

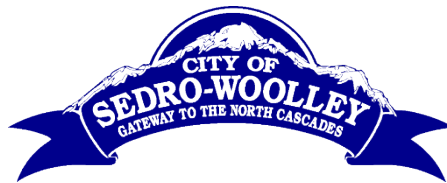
The Master Fee Schedule is updated annually. Below are a summary of changes.

- Utility rates for solid waste and sewer have been updated by the August to August CPI-U of 2.8%.
- Utility rates for stormwater have been updated by 5% as approved by council on November 12, 2025, as part of the Stormwater Management Plan.
- Park impact fees have been updated by the June to June CPI-U as indicated by the Sedro-Woolley Municipal Code.
- Body worm camera redaction fees have been increased based on 2026 project hourly rate.
- Ambulance service fees have been updated based on interlocal agreement.
- Utility taxes for water, cellular, cable, electricity and natural gas have been incorporated.
- Traffic impact fees have been updated by the Federal Highway Administration's National Highway Construction Cost Index (NHCCI) of 3.167%.

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. 0. Resolution 1171-25 - Master Fee Schedule
2. 1. 2026 Master Fee Schedule wAttachments and Prior Amount Notes



**RESOLUTION 1171-25**

**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 updated to the Master Fee Schedule occurred on October 22, 2025, by passage of Resolution 1168-25; and,

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

WHEREAS, utility fees for solid waste, sewer and stormwater have been adjusted; and

WHEREAS, park impact fees have been adjusted; and

WHEREAS, body worn camera redaction fees have been adjusted; and

WHEREAS, ambulance service fees have been adjusted; and

WHEREAS, utility taxes for water, cellular, cable, electricity and natural gas have been incorporated; and

WHEREAS, traffic impact fees have been adjusted; 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 January 1, 2026.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 10<sup>th</sup> day of December, 2025.

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Julia Johnson, Mayor

Attest:

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Kelly Kohnken, Finance Director

Approved as to form:

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Nikki Thompson, City Attorney

# CITY of SEDRO-WOOLLEY



## MASTER FEE SCHEDULE

Effective January 1, 2026



**2026 SOLID WASTE RATES**

**RESIDENTIAL GARBAGE RATES**

ITEM	RATE	ADD'T INFO		
20 Gallon Toter	\$16.11	Customer with existing 20 gallon toter only		\$15.67
32 Gallon Toter	\$26.71			\$25.98
65 Gallon Toter	\$37.47			\$36.45
95 Gallon Toter	\$48.22			\$46.91
LOW INCOME - 20 Gallon Toter	\$12.89			\$12.54
LOW INCOME - 32 Gallon Toter	\$21.36	Low Income - 80% of regular rate		\$20.78
LOW INCOME - 65 Gallon Toter	\$29.98			\$29.16
LOW INCOME - 95 Gallon Toter	\$38.58			\$37.53
OPTIONAL: Food and Yard Waste	\$13.25 per Unit		\$13.25	\$12.89

**RESIDENTIAL RECYCLING RATES**

ITEM	RATE	ADD'T INFO		
Curbside Recycling	\$9.54 per Unit	single family + multifamily	\$9.54	\$9.28
LOW INCOME - Curbside Recycling	\$7.63 per Unit	80% of regular rate	\$7.63	\$7.42

**FUEL SURCHARGE**

ITEM	RATE	ADD'T INFO		
Diesel over \$3.00 per Gallon	\$2.15			\$2.09
Diesel over \$4.00 per Gallon	\$2.70	Flat fee when diesel is over \$3.00, \$4.00, or \$5.00 per gallon.		\$2.63
Diesel over \$5.00 per Gallon	\$3.27	Amount is charged per month for each account. Rates include \$1.00 base rate plus garbage and recycling.		\$3.18

**COMMERCIAL GARBAGE RATES (PERMANENT)**

ITEM	RATE	ADD'T INFO		
32 Gallon Toter	\$28.08			\$27.32
65 Gallon Toter	\$37.47			\$36.45
95 Gallon Toter	\$50.39			\$49.02
1 Yard Dumpster	\$121.46			\$118.15
2 Yard Dumpster	\$160.57			\$156.20
3 Yard Dumpster	\$239.16			\$232.65
4 Yard Dumpster	\$314.94			\$306.36
6 Yard Dumpster	\$464.68			\$452.02
8 Yard Dumpster	\$621.21			\$604.29
20, 30 & 40 Yard Roll-Off	\$133.00 a Ton			\$131.00

**DUMPSTER RENTALS (TEMPORARY)**

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO		
1 Yard Dumpsters	\$40.39	\$3.96 per Day		\$3.86	\$39.29
2 Yard Dumpsters	\$71.44	\$3.96 per Day		\$3.86	\$69.49
3 Yard Dumpsters	\$110.24	\$3.96 per Day		\$3.86	\$107.24
4 Yard Dumpsters	\$125.81	\$7.93 per Day		\$7.71	\$122.38
6 Yard Dumpsters	\$187.88	\$7.93 per Day		\$7.71	\$182.76
8 Yard Dumpsters	\$250.03	\$7.93 per Day		\$7.71	\$243.22
20, 30 & 40 Yard Roll-Off	\$133.00 a Ton	\$7.93 per Day	or \$75.61 per month for permanent containers Haul fee of \$249.07	\$7.71	\$131.00 \$73.55, \$242.29
Delivery + Pick Up: 1-8 Yard Dumpster	\$25.83				\$25.13
Delivery + Pick Up: 20, 30 & 40 Yard Dumpsters	\$75.61				\$73.55

**EXTRA CHARGE ITEMS**

ITEM	RATE	ADD'T INFO		
Recliner	\$17.00			\$17.00
Refrigerators /freezers	\$27.00			\$25.78
Other Appliances	\$17.00			\$17.00
Mattress	\$17.00			\$17.00
Couch	\$17.00			\$17.00

Tires	\$6.00		\$6.00
Wood Waste-Residential	\$12.71 per Yard	We Haul - \$12.71 per yard + \$249.07 haul fee	\$12.36
Wood Waste-Commercial	\$12.71 per Yard		
Yard Waste - Commercial	\$12.71 per Yard	We Haul - \$12.71 per yard + \$105.88 haul fee	\$12.36, \$103.00
Construction and Demo - Recycling	varies	20-40 yard roll-off = varies based on materials recycling + \$7.93 per day (or \$75.61 per month if over 1 month) + \$249.07 haul fee	\$7.71, \$73.55, \$249.29
Cement - Residential	\$11.65 per Ton	We Haul - \$11.65 per yard + \$249.07 haul fee	\$11.33
Cement - Commercial	\$11.65 per Ton		\$11.33
Chain & Lock (one-time fee) - All Dumpsters	\$15.90		\$15.47
Toter Replacement	\$117.20		\$114.01
Liner Replacement	\$104.87		\$102.01
Re-Trip Fee	\$20.00		

**COMMERCIAL RECYCLING**

ITEM	MIXED PAPER	CARDBOARD	MIXED RECYCLING			
95 Gallon Container	\$74.19	Not available	\$74.19	\$72.17	Not available	\$72.17
2 Yard Dumpster	\$84.79	\$42.39	\$84.79	\$82.48	\$41.24	\$82.48
3 Yard Dumpster	\$116.59	\$47.70	\$116.59	\$113.41	\$46.40	\$113.41
4 Yard Dumpster	\$137.78	\$52.99	\$137.78	\$134.03	\$51.55	\$134.03
6 Yard Dumpster	\$172.76	\$58.30	\$172.76	\$168.05	\$56.71	\$168.05
8 Yard Dumpster	\$227.88	\$63.59	\$227.88	\$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 VEHICLE		
Source Separated Recycling Companies and Non-Profits	\$636	\$0.00	\$618.60	\$0.00
Mixed Recycling Companies	\$2,544	\$21.20	\$2,474.40	\$20.62
Junk Collector Companies	\$2,544	\$21.20	\$2,474.40	\$20.62
Penalties for Non-Compliance with Above Special Permits	\$0	\$530 per Violation	\$0.00	\$515.00
Solid Waste Truck Advertising	\$1,272	\$55.51 per Vehicle per Side per Month	\$1,237.20	\$54.00
Hourly Charge for Solid Waste Department to Handle Improve Disposal	\$105.88 per Hour with Minimum of \$105.88, or cost of services			\$103.00

**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.

Sedro-Woolley Municipal Code Chapter / Section References: 8.04

Updated annual by August to August CPI-U.



102.8%

105.0%

**2026 SEWER AND STORMWATER RATES**

<b>SEWER CONNECTION FEES</b>		<i>SWMC 13.16.035</i>
ITEM	RATE	ADD'T INFO
Connection or Commencement of Use per ERU	\$ 10,202.29	for single family residential, duplexes, triplexes, mobile home unit or condominium, multiple residential greater than 4 units
Plumbing Fixture	\$ 423.95	per each equivalent fixture unit, applies to all non-residential users
Uses other than plumbing fixtures	\$ 423.95	per 234 gallons water consumption per month, for non-residential users not using equivalent fixture unit counts
Credit for Disconnecting Septic System	\$ 3,025.92	

\$9,924.41

\$412.40

\$412.40

\$2,943.51

<b>SEWER UTILITY SPECIAL CONNECTION FEES</b>		<i>SWMC 13.16.037, 13.16.038, 13.16.039, 13.16.039.1, 13.16.039.2</i>
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

<b>SEWER RATES</b>		<i>SWMC 13.30.020, 13.30.030, 13.30.040, 13.30.130</i>
ITEM	RATE	ADD'T INFO
Residential	\$ 78.07	Base rate
multi residential	\$ 78.07	Base rate per unit for duplexes, triplexes and multifamily with 4 or more units
Nonresidential	\$ 78.07	Base rate
and	\$ 7.22	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 fro each ten mg/liter BOD greater than 360 mg/liter
Low Income Residential Household	\$ 62.46	
Outside City Limit	150%	

\$75.94

\$75.94

\$75.94

\$7.02

1%

1%

\$60.76

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	\$ 14.16	per month per parcel	\$13.49
Class 2 Multifamily/condos with 2or more units	\$ 7.08	per month per unit	\$6.74
Class 3 Commercial/Industrial	\$ 14.16	per 10,000 sq. ft of land per parcel	\$13.49
or	\$ 28.32	per 10,000 sq. ft of impervious surface per parcel	\$26.97
Class 4 Public Use Customer (Schools, Government Builings)	\$ 14.16	per 10,000 sq. ft of land per parcel	\$13.49
or	\$ 28.32	per 10,000 sq. ft of impervious surface per parcel	\$26.97
Class 5 Mixed Use facilities	\$ 14.16	\$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	\$13.49
Low Income Single Family	\$ 11.33	per month per parcel (80% of Class 1 rate)	\$10.79

Updated annual by August to August CPI-U.



<b>ATHLETIC FIELD USER FEES</b>		
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

<b>COMMUNITY CENTER RENTAL FEES</b>			
Group			
Day of the Week	Resident	Community Group	All Others
Monday through Thursday	\$250	\$175	\$400
Friday through Sunday	\$300	\$175	\$475

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

Additional Cleanup Required	\$75 per hour
Annual Users	\$200 per use
Storage Closet - Large	\$15 per month
Storage Closet - Small	\$10 per month

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

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

<b>OTHER FACILITY RENTALS</b>		
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	



**2026 BUILDING AND CONSTRUCTION**

<b>Building and Construction</b>	
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

<b>Attachment A – Schedule of Traffic Impact Fees</b>
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."

<b>Attachment B - Building, Planning &amp; Engineering Fee Schedule</b>
See attached schedule.

<b>Schedule of Park Impact Fees per Unit</b>	
Structure	Fee
Single-Family Resident	\$2,455
Manufactured Home	\$2,455
Units in a Duplex or Multifamily Unit	\$2,455
Dependent Relative Cottage	\$2,455
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$736.51 30% of a standard park impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$1,227.53 50% of a standard park impact fee
All Units Not Specifically Identified in the Above	\$2,456

\$2,390.51  
\$2,390.51  
\$2,390.51  
\$2,390.51  
\$717.15  
\$1,195.26  
\$2,391.00

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

<b>Schedule of Fire Department Impact Fees</b>	
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

Nonresidential structures	\$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 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



**2026 CEMETERY**

<b>BURIAL SPACE</b>	
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

<b>URN SPACE</b>	
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

<b>BABY SPACE</b>	
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

<b>COLUMBARIUM NICHE WALL (SINGLE INURNMENTS ONLY)</b>	
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

<b>COLUMBARIUM NICHEL WALL "ESTATE UNITY" (SINGLE INURNMENTS ONLY)</b>	
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

<b>ADDITIONAL LABOR CHARGES (MAXIMUM OF TWO HEADSTONES PER GRAVE SPACE)</b>	
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

<b>DISINTERMENT</b>	
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



## 2026 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	<p>\$54.30 \$51.09</p>	<p>\$51.09 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in 15 minute intervals.</p> <p>Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying.</p> <p>Charges will not be levied if the request comes from:</p> <ul style="list-style-type: none"> <li>•A person directly involved in a recorded incident and their attorney;</li> <li>•A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person;</li> <li>•Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs;</li> <li>• 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.</li> </ul>
Postage		Actual Cost

Sedro-Woolley Municipal Code Chapter / Section References: 1.24.060



**2026 OTHER**

<b>ANIMAL</b>	
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

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

<b>BUSINESS LICENSES AND REGULATIONS</b>		<b>FAILURE TO PAY</b>		
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 Cannabis	\$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.

<b>CITY RIGHTS-OF-WAY</b>	
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

<b>ZONING</b>	
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

<b>CODE ENFORCEMENT</b>	
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

<b>Attachment C - Sedro-Woolley Fire Department Training Facility Fees</b>	
See attachment.	

<b>OTHER</b>	
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	Fee
BLS - Non-Emergency	\$1,109.05
BLS Emergency	\$1,174.30
ALS 1 Non-Emergency	\$1,517.45
ALS 1 Emergency	\$1,523.97
ALS 2	\$1,604.87
Mileage	\$23.49

\$750.22  
 \$842.46  
 \$1,008.50  
 \$1,076.14  
 \$211.43  
 \$19.68

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.

Utility Taxes	
Description	Rate
Domestic Water	6.00%
Cellular Telephone	6.00%
Cable Television	6.50%
Electricity and Electrical Energy	6.00%
Natural Gas	6.00%

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



**Attachment A - Traffic Impact Fees**

Traffic Impact Rate Schedule - Residential					
ITE Code <sup>1</sup>	ITE Land Use Category <sup>1</sup>	ITE Trip Rate <sup>2</sup>	Rate per Unit <sup>3</sup>	Impact Fee per Unit by District	
				Non-CBD	CBD
210	Single-Family Detached Housing	0.94	DU	\$4,783	\$2,660
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,901	\$1,614
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,595	\$1,443
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,984	\$1,104
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,832	\$1,019
240	Mobile Home Park	0.58	DU	\$2,952	\$1,641
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,527	\$850
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,272	\$707
253	Congregate Care Facility	0.18	DU	\$916	\$509
254	Assisted Living	0.24	bed	\$1,221	\$679
255	Continuing Care Retirement Community	0.19	DU	\$967	\$538
260	Recreational Home	0.29	DU	\$1,476	\$821
-	Accessory Dwelling Unit (≥ 450 sf) <sup>5</sup>	0.61	DU	\$3,105	\$1,726
-	Accessory Dwelling Unit (< 450 sf) <sup>5</sup>	0.30	DU	\$1,527	\$850

4,636 2,578  
 2,812 1,564  
 2,516 1,399  
 1,923 1,070  
 1,776 987  
 2,861 1,591  
 1,480 824  
 1,233 686  
 888 494  
 1,184 659  
 937 522  
 1,431 795  
 3,009 1,673  
 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  
 4 No 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



Attachment A - Traffic Impact Fees

103.167%

Traffic Impact Fee Rate Schedule – Non-Residential LUC 1-799									
ITE Code <sup>1</sup>	ITE Land Use Category <sup>1</sup>	Base Trip Rate <sup>2</sup>	% Prim ary Trip	Net Trip Rate	Rate per Unit <sup>3</sup>	Impact Fee per Unit by District			
						Non-CBD	CBD		
<b>PORT AND TERMINAL</b>									
30	Intermodal Truck Terminal	1.87	*	1.870	kSF	\$9,516	\$5,292	9,224	5,130
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,493	\$1,387	2,417	1,344
<b>INDUSTRIAL</b>									
110	General Light Industrial	0.65	*	0.650	KSF	\$3,307	\$1,839	3,206	1,783
130	Industrial Park	0.34	*	0.340	KSF	\$1,731	\$962	1,677	932
140	Manufacturing	0.74	*	0.740	KSF	\$3,765	\$2,094	3,650	2,030
150	Warehousing	0.18	*	0.180	KSF	\$916	\$509	888	494
151	Mini Warehouse	0.15	*	0.150	KSF	\$763	\$425	739	412
170	Utilities	2.16	*	2.160	KSF	\$10,991	\$6,113	10,653	5,925
180	Specialty Trade Contractor	1.93	*	1.930	KSF	\$9,821	\$5,462	9,519	5,295
<b>LODGING</b>									
310	Hotel	0.59	*	0.590	room	\$3,003	\$1,670	2,910	1,619
311	All Suites Hotel	0.36	*	0.360	room	\$1,832	\$1,019	1,776	987
312	Business Hotel	0.31	*	0.310	room	\$1,578	\$877	1,529	850
320	Motel	0.36	*	0.360	room	\$1,832	\$1,019	1,776	987
<b>RECREATIONAL</b>									
411	Public Park	0.11	*	0.110	acre	\$560	\$311	543	302
416	Campground/RV Park	0.27	*	0.270	site	\$1,374	\$764	1,332	741
430	Golf Course	0.28	*	0.280	acre	\$1,425	\$793	1,381	769
432	Golf Driving Range	1.25	*	1.250	tee	\$6,361	\$3,537	6,165	3,429
433	Batting Cages	2.22	*	2.220	cage	\$11,296	\$6,283	10,950	6,090
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$8,345	\$4,642	8,088	4,499
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$18,217	\$10,132	17,658	9,821
437	Bowling Alley	1.16	*	1.160	KSF	\$5,902	\$3,283	5,721	3,182
445	Movie Theater	13.96	*	13.960	screen	\$71,036	\$39,509	68,855	38,296
488	Soccer Complex	16.43	*	16.430	field	\$83,604	\$46,499	81,038	45,072
490	Tennis Courts	4.21	*	4.210	court	\$21,422	\$11,914	20,765	11,549
491	Racquet/Tennis Club	3.82	*	3.820	court	\$19,438	\$10,811	18,842	10,479
492	Health Fitness Club	3.45	*	3.450	KSF	\$17,555	\$9,764	17,016	9,464
493	Athletic Club	6.29	*	6.290	KSF	\$32,007	\$17,802	31,024	17,255
495	Recreational Community Center	2.50	*	2.500	KSF	\$12,721	\$7,076	12,331	6,859
<b>INSTITUTIONAL</b>									
520	Elementary School	0.16	*	0.160	student	\$814	\$453	789	439
522	Middle/Junior High School	0.15	*	0.150	student	\$763	\$425	739	412
525	High School	0.14	*	0.140	student	\$712	\$396	690	384
528	School District Office	2.04	*	2.040	student	\$10,381	\$5,774	10,062	5,597
536	Charter Elementary School	0.16	*	0.160	student	\$814	\$453	789	439
540	Junior / Community College	0.11	*	0.110	student	\$560	\$311	543	302
560	Church	0.49	*	0.490	KSF	\$2,493	\$1,387	2,417	1,344
565	Day Care Center	11.12	44%	4.893	KSF	\$24,897	\$13,848	24,133	13,422
566	Cemetery	0.46	*	0.460	acre	\$2,341	\$1,302	2,269	1,262
571	Adult Detention Facility	0.08	*	0.080	bed	\$407	\$227	395	220
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,442	\$1,359	2,367	1,317
590	Library	8.16	*	8.160	KSF	\$41,522	\$23,094	40,247	22,385
<b>MEDICAL</b>									
610	Hospital	0.86	*	0.860	KSF	\$4,377	\$2,434	4,242	2,360
620	Nursing Home	0.14	*	0.140	bed	\$712	\$396	690	384
630	Clinic	3.69	*	3.690	KSF	\$18,776	\$10,443	18,200	10,123
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$17,963	\$9,991	17,411	9,684
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$7,735	\$4,301	7,497	4,169
<b>OFFICE</b>									
710	General Office	1.44	*	1.440	KSF	\$7,327	\$4,076	7,102	3,951
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$10,991	\$6,113	10,653	5,925
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$6,615	\$3,680	6,412	3,567
715	Single Tenant Office (≥10,000 sf)	1.76	*	1.760	KSF	\$8,956	\$4,981	8,681	4,828
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$19,998	\$11,123	19,384	10,781
730	Government Office Building	1.71	*	1.710	KSF	\$8,701	\$4,840	8,434	4,691
732	US Post Office	11.21	*	11.210	KSF	\$57,042	\$31,726	55,291	30,752
750	Office Park	1.30	*	1.300	KSF	\$6,615	\$3,680	6,412	3,567
760	Research and Development Center	0.98	*	0.980	KSF	\$4,987	\$2,773	4,834	2,688
770	Business Park	1.22	*	1.220	KSF	\$6,208	\$3,453	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



Attachment A - Traffic Impact Fees

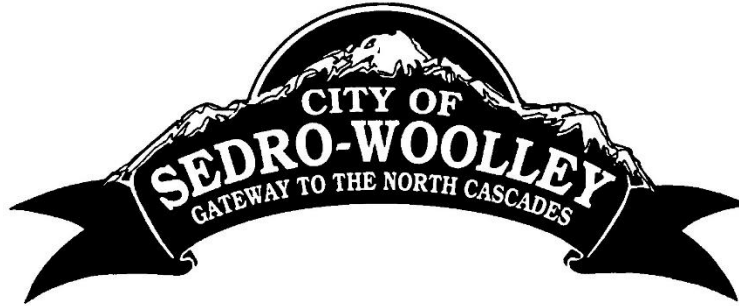
103.167%

Traffic Impact Fee Rate Schedule – Non-Residential LUC 800-999							
ITE Code <sup>1</sup>	ITE Land Use Category <sup>1</sup>	Base Trip	% Pri	Net Trip Rate	Rate per Unit <sup>4</sup>	Impact Fee per Unit	
						Non-CBD	CBD
RETAIL							
810	Tractor Supply Store	1.40	66%	0.924	KSF	\$4,702	\$2,615
811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,728	\$2,073
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$8,472	\$4,712
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$15,644	\$8,701
814	Variety Store	6.70	66%	4.422	KSF	\$22,501	\$12,515
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$20,527	\$11,417
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$11,221	\$6,241
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$26,132	\$14,535
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$19,731	\$10,975
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$11,419	\$6,351
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$30,326	\$16,868
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$17,430	\$9,694
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$22,132	\$12,309
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$7,691	\$4,277
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$12,314	\$6,849
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$19,082	\$10,613
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,918	\$2,180
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$10,971	\$6,101
848	Tire Store	3.75	72%	2.700	KSF	\$13,739	\$7,642
849	Tire Superstore	2.11	72%	1.519	KSF	\$7,730	\$4,299
850	Supermarket	8.95	64%	5.728	KSF	\$29,147	\$16,211
851	Convenience Store	49.11	49%	24.064	KSF	\$122,450	\$68,105
857	Discount Club	4.19	63%	2.640	KSF	\$13,432	\$7,471
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$7,187	\$3,997
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$6,759	\$3,759
863	Electronics Superstore	4.25	60%	2.550	KSF	\$12,976	\$7,217
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$11,923	\$6,632
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$9,303	\$5,174
875	Department Store	1.95	66%	1.287	KSF	\$6,549	\$3,643
876	Apparel Store	4.12	66%	2.719	KSF	\$13,837	\$7,695
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$20,855	\$11,600
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$20,353	\$11,320
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$19,819	\$11,023
882	Marijuana Dispensary	18.92	100%	18.920	KSF	\$96,274	\$53,546
890	Furniture Store	0.52	47%	0.244	KSF	\$1,243	\$692
899	Liquor Store	16.62	64%	10.637	KSF	\$54,125	\$30,104
SERVICES							
911	Walk-in Bank	12.13	65%	7.885	KSF	\$40,120	\$22,315
912	Drive-in Bank	21.01	65%	13.657	KSF	\$69,491	\$38,650
918	Hair Salon	1.45	65%	0.943	KSF	\$4,796	\$2,667
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$24,919	\$13,860
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$36,401	\$20,245
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$22,227	\$12,362
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$26,249	\$14,600
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$96,324	\$53,574
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$84,037	\$46,740
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$151,383	\$84,198
936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$93,656	\$52,090
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$99,201	\$55,174
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$8,441	\$4,695
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$31,875	\$17,728
942	Automobile Care Center	3.11	72%	2.239	KSF	\$11,395	\$6,337
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$7,547	\$4,197
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$41,053	\$22,834
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$11,248	\$6,255
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$13,897	\$7,730
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$16,425	\$9,135
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$16,350	\$9,094
948	Automated Car Wash	77.50	58%	44.950	stall	\$228,729	\$127,216
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$45,510	\$25,312
970	Winery	7.31	100%	7.310	KSF	\$37,197	\$20,689
971	Brewery Taproom	9.83	100%	9.830	KSF	\$50,021	\$27,820
975	Drinking Place	11.36	100%	11.360	KSF	\$57,806	\$32,150

4,558 2,535  
3,614 2,010  
8,212 4,568  
15,164 8,434  
12,811 12,131  
19,896 11,066  
10,877 6,050  
25,330 14,089  
19,126 10,638  
11,069 6,156  
29,395 16,350  
16,895 9,397  
21,453 11,931  
7,455 4,146  
11,936 6,639  
18,496 10,288  
3,798 2,113  
10,634 5,914  
13,317 7,407  
7,493 4,167  
28,252 15,714  
118,691 66,014  
13,020 7,241  
6,966 3,874  
6,551 3,643  
12,578 6,996  
11,557 6,428  
9,018 5,015  
6,348 3,531  
13,412 7,459  
20,215 11,244  
19,728 10,972  
19,211 10,685  
93,319 51,903  
1,205 671  
52,464 29,180  
38,889 21,630  
67,358 37,464  
4,648 2,585  
24,154 13,435  
35,284 19,624  
21,545 11,983  
25,444 14,152  
93,367 51,930  
81,457 45,305  
146,736 81,613  
90,781 50,491  
96,155 53,480  
8,182 4,551  
30,897 17,183  
11,045 6,143  
7,315 4,068  
39,793 22,133  
10,902 6,063  
13,471 7,493  
15,921 8,855  
15,848 8,814  
221,707 123,311  
44,113 24,535  
36,055 20,054  
48,485 26,966  
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. <sup>4</sup> 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

<b>Structure or Improvement</b>	<b>Valuation</b>
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

<b>Other Building Related Fees</b>	
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 <sup>1</sup>
Inspections for which no fee is specifically indicated	\$50.00 per hour <sup>1</sup> 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 <sup>1</sup>
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

<sup>1</sup> 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.

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

<b>Mechanical Permits</b>	
<b>Permit Administration</b>	
1. For the issuance of each mechanical permit	\$25.00
<b>Unit Fees</b>	
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
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
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
2. Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25
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
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

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
<b>5. Air Handlers</b>	
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
<b>6. Evaporative Coolers.</b>	
For each evaporative cooler other than portable type	\$10.65
<b>7. Ventilation and Exhaust</b>	
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
<b>8. Incinerators</b>	
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
<b>9. Miscellaneous</b>	
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
<b>10. Range hoods</b>	
Residential	\$9.50
Commercial –plan review --inspection (does not include Fire Suppression)	\$50.00/hour \$50.00/hour
<b>11. Wood/gas/pellet stove or insert</b>	\$20.00
Dryer vent	\$7.50
Gas Range	\$7.50
<b>Other Inspections and Fees:</b>	
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.	

<b>Plumbing Permits</b>	
<b>Permit Administration – See Appendix A for Equivalent Fixture Units table</b>	
1. For issuing each permit	\$ 25.00
<b>Unit Fee Schedule</b>	
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	\$ 7.00 \$ 15.00
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	\$ 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
<b>Other Inspections and Fees</b>	
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**

<b>Planning</b>	
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) <ul style="list-style-type: none"> <li>- Single-family (including manufactured home) &amp; duplex building permits</li> <li>- Small Commercial &amp; Industrial building permits without SEPA</li> <li>- All other building permits including multi-family</li> </ul>	\$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

<b>Environmental Fees</b>	
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

<b>ENGINEERING DEPARTMENT FEES</b>	
<b>Permits/Review/Inspection/Misc</b>	<b>Fee</b>
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**

<b>Fire Code Fees</b>	
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)

<b>Enforcement Fees</b>	
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.

<b>Computer Mapping Services</b>	
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.	

<b>Administrative And Misc. Fees</b>	
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

**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.

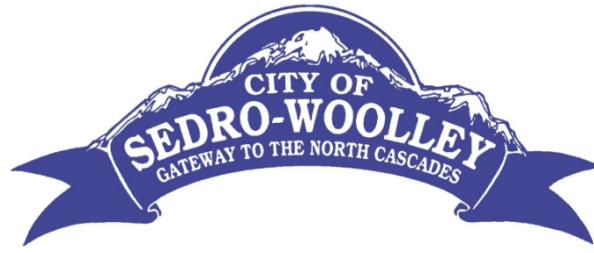
**RENEWAL OF EXPIRED BUILDING PERMITS:** To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half of the amount of the building permit fee that would be required for a new permit (not plan review fee), provided no changes have been made or will be made in the original 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

<b>Kinds of Fixtures</b>	<b>Units</b>
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

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**Agenda Item No.:** n.3.

**Date:** November 25, 2025

**From:** Julia Johnson, Mayor, Charlie Bush, City Administrator

**Subject:** 2025-228-IA - Thompson, Guildner & Associates, Inc., P.S. - Municipal Legal and Support Services

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### **RECOMMENDED ACTION:**

Motion to authorize Mayor Johnson to execute Professional Services Agreement 2025-228-IA, a contract for Municipal Legal and Support Services with Thompson, Guildner & Associates, Inc.

### **BACKGROUND/SUMMARY INFORMATION:**

This item represents a proposed new retainer agreement between the City and Thompson, Guildner & Associates, Inc. P.S. (TGA). Reasons for a new agreement include:

- The current agreement, which began in December 2021, is with a prior iteration of the current firm.
- The 2022 amendment to that contract focused on prosecution services, an area where the City recently renewed an agreement with another firm.
- The need to clarify and update billing processes and rates to bring them closer to market. Inflation ran significantly higher, particularly in the early years, than the 3% built into the original contract.

The new agreement would take effect on January 1, 2026.

### **Current Rate Structure**

The current rate structure established with the 2021 Retainer Agreement is as follows (2025 rates reflected):

Attorney hourly rate: \$218 per hour for non-litigation work, \$240 per hour for litigation work. Maintaining the current Agreement increase in 2026 would result in \$225 per hour for non-litigation and \$247 per hour for litigation work.

- Paralegal hourly rate: \$164 per hour.
- Annual adjustment: 3% all rates.

### **Proposed Rate Structure Changes**

- Managing Partner and Of Counsel rate: \$265 per hour.
- Senior Associate rate: \$245 per hour.
- Associate rate: \$235 per hour.
- Single attorney litigation/regular hourly rate policy: eliminating the separate litigation rate and using a single hourly attorney rate for both litigation and non-litigation work.
- Licensed Legal Intern rate: \$180 per hour.
- Paralegal rate: \$164 per hour (no 3% annual adjustment).
- Legal Investigator rate: \$180 per hour plus sales tax.
- Annual adjustment: beginning January 1, 2027, Attorney rates will be adjusted by 3% per annum, rounded to the nearest whole dollar amount. Licensed Legal Intern, Legal Investigator, and Paralegal rates will remain at the proposed 2026 rates unless a rate increase for support staff positions is negotiated in the future.

A transmittal letter, draft contract, the current contract, and other background information is attached.

For a snapshot of the market for city attorney services, also attached are proposals received by the City of Arlington during 2024 from their firms.

### **FISCAL IMPACT, IF APPROPRIATE:**

The City originally had \$170,000 budgeted in 2026 for City Attorney services, including litigation costs. During the 2026 budget amendment process, this amount was a recommended increase to \$222,035. There were two reasons for the proposed increase. The first was increased litigation costs for 2025, which are about 80% over what was budgeted. The second was a 20% increase applied across both line items. These amounts should be close to our likely expenses in 2026. There is also an opportunity to work with more of the TGA staff at different rates in this updated contract, which would help to minimize costs. Staff are committed to working more with a variety of TGA staff moving forward.

### **ATTACHMENTS:**

1. 04899Sedro - Letter RE TGA Rate Adjustment 2025-10-31 w Enclosures
2. Thompson Guildner Associates Inc. P.S
3. Ogden Murphy Wallace PLLC
4. Kenyon Disend
5. Lighthouse Law Group PLLC



October 31, 2025

Mayor Julia Johnson  
City Administrator Charlie Bush  
City of Sedro-Woolley  
325 Metcalf St  
Sedro-Woolley, WA 98284

Via email to [jjohnson@Sedro-Woolley.gov](mailto:jjohnson@Sedro-Woolley.gov) and [cbush@sedro-woolley.gov](mailto:cbush@sedro-woolley.gov)

Dear Mayor Johnson and Mr. Bush,

I am writing to propose a new Retainer Agreement between the City of Sedro-Woolley and our Firm. Our current Retainer Agreement from December 2021 reflects a prior iteration of the Firm, and the Amendment from August 2022 was focused on prosecution services, which our Firm is no longer providing. To avoid ambiguity and ensure the Retainer Agreement accurately reflects who will provide services, billing practices, and agreed rates going forward, we propose that we replace the existing Retainer Agreement with a new Agreement that will take effect beginning January 1, 2026.

### **Proposed Rate Structure**

The current rate structure established with the 2021 Retainer Agreement is as follows (2025 rates reflected):

- **Attorney hourly rate:** \$218 per hour for non-litigation work, \$240 per hour for litigation work. Maintaining the current Agreement increase in 2026 would result in \$225 per hour for non-litigation and \$247 per hour for litigation work.
- **Paralegal hourly rate:** \$164 per hour.
- **Annual adjustment:** 3% all rates.

Effective January 1, 2026, and incorporated into the new Retainer Agreement, we propose the following changes to our hourly rates and annual adjustment mechanism:

- **Managing Partner and Of Counsel rate:** \$265 per hour.
- **Senior Associate rate:** \$245 per hour.
- **Associate rate:** \$235 per hour.
- **Single attorney litigation/regular hourly rate policy:** we will eliminate the separate litigation rate and use a single hourly attorney rate for both litigation and non-litigation work. This is now standard practice among our municipal and private clients.
- **Licensed Legal Intern rate:** \$180 per hour.
- **Legal Investigator rate:** \$180 per hour plus sales tax.
- **Paralegal rate:** \$164 per hour (no 3% annual adjustment).

- **Annual adjustment:** beginning January 1, 2027, Attorney rates will be adjusted by 3% per annum, rounded to the nearest whole dollar amount. Licensed Legal Intern, Legal Investigator, and Paralegal rates will remain at the proposed 2026 rates unless a rate increase for support staff positions is negotiated in the future.

These adjustments bring our municipal rates closer to market, while continuing to recognize municipal budget constraints by (1) keeping our baseline below the majority of comparable municipal law firms, (2) recognizing the experience level of our Managing Partners and Of Counsel Attorneys and providing the City cost savings in utilizing our Senior Associate and Associate Attorneys, (3) adding our other support staff positions as they may be needed to do work for the City in the future, and (4) freezing the support staff rates.

### **Current Usage and Estimated Costs**

The City is currently using approximately about 55.6 hours of attorney time per month, for a total of approximately \$12,300 per month, combined litigation and general (based on 2025 January – October attorney hours). Averaging the proposed hourly attorney rates for 2026, at \$248 per hour x 12 months x 55.6 hours, generates an annual cost estimate at \$165,500 for attorney time. The City is currently using approximately 23.4 hours of paralegal time per month, for a total of approximately \$3,800 per month, for an approximate annual total of \$46,000. As the paralegal rate is proposed to remain unchanged, adding this to the approximate annual attorney cost estimate totals \$211,500. Please note that if more Managing Partner or Of Counsel time is utilized, the average will be higher, or if more Associate time is utilized, the average will be lower.

### **Next steps**

Please see attached a draft Retainer Agreement for your review that incorporates the rate changes and the items above. I am available to discuss the proposed rates and any budgetary concerns at your convenience.

Thank you for your continued partnership and for considering this update to our Retainer Agreement. Please let me know if you would like to discuss further.

Respectfully,



Nikki Thompson

Managing Partner

Thompson, Guildner & Associates, Inc., P.S.

[nikkit@trustedguidancelaw.com](mailto:nikkit@trustedguidancelaw.com)

Enclosed:

Proposed new Retainer Agreement

2021 Retainer Agreement

2022 Retainer Agreement Amendment

**CITY ATTORNEY AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

**I - PARTIES/AGREEMENT**

The CITY OF SEDRO-WOOLLEY (hereinafter “CITY”) agrees to retain the law firm of THOMPSON, GUILDNER & ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter “CITY ATTORNEY”) agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such agreement, shall be subject to confirmation by a majority vote of the City Council.

**II - QUALITY OF SERVICES**

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Rates. The CITY shall pay the CITY ATTORNEY at the following rates:

1. Attorney services performed by Managing Partners or Of Counsel Attorneys - \$265/hr.
2. Attorney services performed by Senior Associate Attorneys - \$245/hr.
3. Attorney services performed by Associate Attorneys - \$235/hr.
4. All legal investigator services - \$180/hr. plus sales tax
5. All licensed legal intern services - \$180/hr.
6. All paralegal services - \$164/hr.

B. Rate Adjustment. Beginning January 1, 2027, attorney rates shall be adjusted annually on January 1<sup>st</sup> at a rate of 3%, rounded to the nearest whole dollar amount. Either party may request renegotiation of the rates at any time.

C. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the

CITY.

D. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within thirty (30) days of the date on which each billing statement is received.

#### **IV - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying and mailing expenses at cost, and the cost of travel, a pro-rata share of lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed. The cost of travel to the City of SEDRO-WOOLLEY shall be billed one way at the hourly rate.

#### **V - EXCEPTIONS**

This contract shall not cover legal representation relating to prosecution, insurance defense, bond financing, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

#### **VI - INSURANCE COVERAGE**

The CITY ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall defend, indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY acting in said capacity.

#### **VII - EFFECTIVE DATE AND DURATION**

This Agreement shall supersede and replace all previous agreements and shall take effect on January 1, 2026 and shall continue indefinitely until terminated by either party upon 60 days' written notice.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THOMPSON, GUILDNER & ASSOCIATES, INC., P.S.

By: \_\_\_\_\_  
NIKKI THOMPSON, MANAGING PARTNER

CITY OF SEDRO-WOOLLEY

By: \_\_\_\_\_  
JULIA JOHNSON, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY KOHNKEN, CITY CLERK

**RETAINER AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

**I - PARTIES/EMPLOYMENT**

The CITY OF SEDRO-WOOLLEY (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter "ATTORNEY") agrees to provide municipal law services and legal support services on the terms and conditions stated below. The ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such retention, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

**II - QUALITY OF SERVICES**

The ATTORNEY shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Basic Services: Basic City Attorney services shall be charged at the rate of \$200.00 per hour and may consist of:

1. Provision of municipal law services and support to the Mayor, Councilpersons, City Supervisor, and administrative heads of the various departments of the CITY under the direction of the Mayor and City Supervisor.
2. Preparation of such ordinances, resolutions, and instruments as the Mayor, City Council and City Supervisor may direct, rendering legal advice on all civil and criminal matters, and preparing or reviewing such correspondence, contracts, easements, and instruments as may be necessary and appropriate. ATTORNEY shall perform such other municipal legal services as requested, which may include prosecution services, should that become necessary.

B. Prosecuting Services: Prosecuting Attorney services shall be charged at a flat rate of \$4,100.00 per month for the following:

1. To act as prosecutor (or to contract for such services) for the City in justice court, including preparation and/or negotiation of all justice court cases, including appeals to superior court.

C. Additional Services: The CITY shall pay the ATTORNEY for the following additional or special legal services at the rate of \$210.00 per hour, or, if said services are performed by a paralegal in the ATTORNEY's office the same shall be compensated at the rate of \$150.00 per hour:

1. Meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards, City Council, commissions or committees.

2. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

D. Rate Adjustment. Beginning January 1, 2023, all rates shall be adjusted annually on January 1<sup>st</sup> at a rate of 3%. Either party may request renegotiation of the rates at any time.

E. Litigation. The CITY shall pay the ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$220.00 per hour.

F. Time Records. In order to determine appropriate compensation, the ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

G. Time for Payment. The CITY shall pay all compensation provided herein to the ATTORNEY on a monthly basis, and within thirty (30) days of the date on which each billing statement is received.

#### IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the ATTORNEY for direct expenses incurred, and costs advanced, including but not

limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, and the cost of travel, at the hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities and Washington State Association of Municipal Attorneys, the cost of which shall be spread amongst the ATTORNEY's municipal clients. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

#### V - EXCEPTIONS

This Agreement shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that other outside legal counsel should be retained.

#### VI - INSURANCE COVERAGE

The ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall indemnify and hold the ATTORNEY harmless from any and all claims brought by third parties against the ATTORNEY acting in said capacity.

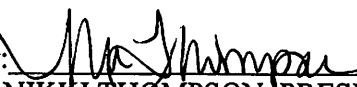
#### VII - EFFECTIVE DATE AND DURATION

This Agreement shall supersede and replace all previous agreements and shall take effect on January 1, 2022 and shall continue indefinitely until terminated by either party upon 60 days' written notice.

DATED this 15<sup>th</sup> day of December 2021.

WEED, GRAAFSTRA AND  
ASSOCIATES, INC., P.S.

CITY OF SEDRO-WOOLLEY

By:   
\_\_\_\_\_  
NIKKI THOMPSON, PRESIDENT

By:   
\_\_\_\_\_  
JULIA JOHNSON, MAYOR

ATTEST:

By: Debbie Burton  
DEBBIE BURTON, CITY CLERK-TREASURER

**Municipal and Legal Support Services  
Amendment to Retainer Agreement**

WHEREAS, the CITY OF SEDRO-WOOLLEY (hereinafter "CITY") entered into a RETAINER AGREEMENT FOR MUNICIPAL LAW SERVICES AND LEGAL SUPPORT SERVICES with the law firm of *Weed, Graafstra, & Associates, Inc., P.S.*, 110 Cedar Avenue, Suite 102, Snohomish, Washington, dated December 8, 2021; and,

WHEREAS, said law firm (hereinafter "ATTORNEY") agreed to provide prosecuting services at a flat rate of four-thousand one hundred dollars (\$4,100) per month in Section III. Compensation B. Prosecuting Services of said retainer agreement; and,

WHEREAS, the number of prosecution cases from 2021 and prior years far exceeds the anticipated number of cases to be transitioned as of January 1, 2022; and,

WHEREAS, the COVID-19 pandemic and resulting Washington State guidelines regarding the operation of courts, the incarceration of prisoners, and the prosecuting of crimes caused the existing and new prosecution cases to be delayed and continued to future years; and,

WHEREAS, under normal circumstances the City of Sedro-Woolley prosecuting attorney would not have maintained this number of open prosecution cases; and,

WHEREAS, the indigent defense attorney contract also transitioned as of January 1, 2022, causing additional work to negotiate existing cases for the new prosecuting ATTORNEY and new indigent defense attorney; and,

WHEREAS, the CITY received American Rescue Plan Act (ARPA) funds to alleviate the burden of extra costs incurred due to the COVID-19 pandemic; and,

WHEREAS, the CITY approved an ARPA expense plan on March 23, 2022 that included \$50,000 for the purpose of assisting with the prosecution backlog; and,

WHEREAS, the ATTORNEY requires attorney and paralegal hours far in excess of the anticipated number of hours in the original retainer agreement; and,

WHEREAS, the CITY's public defense firm is compensated at a rate of \$95,000 for fewer cases than the ATTORNEY is required to prosecute: and,

WHEREAS, the excess case load and additional work required necessitates an amendment to the existing retainer agreement;

NOW, THEREFORE, the CITY and ATTORNEY agree to amend the original retainer agreement dated December 8, 2021 as follows:

**Section I - PARTIES/EMPLOYMENT**

The CITY OF SEDRO-WOOLLEY (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., now known as THOMPSON, GUILDNER & ASSOCIATES as of July 1, 2022; 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter "ATTORNEY") agrees to provide municipal law services and legal support services on the terms and conditions stated below. The ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such retention, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

Section III – COMPENSATION; subsection B. Prosecuting Services:

B. Prosecuting Services: Prosecuting Attorney services shall be charged at a flat rate of \$4,100.00 per month for the following:

1. To act as prosecutor (or to contract for such services) for the City in justice court, including preparation and/or negotiation of all justice court cases, including appeals to superior court.
2. Prosecuting Attorney services shall be charged an additional rate of eight thousand three-hundred thirty-three dollars (\$8,333) per month through December 31, 2022. The additional charge shall cover the intake of prosecution cases from 2021 and prior years, and the accompanying case management, including provision of discovery, review of charges, negotiations with indigent defense and defense attorneys, etc.

All other terms of the original retainer agreement remain in full force and effect.

DATED this 10th day of August, 2022.

THOMPSON, GUILDNER AND ASSOCIATES, INC., P.S.

CITY OF SEDRO-WOOLLEY

DocuSigned by:  
*Nikki Thompson*  
 By: \_\_\_\_\_  
8E783717B449479  
 NIKKI THOMPSON, PRESIDENT

DocuSigned by:  
*Julia Johnson*  
 By: \_\_\_\_\_  
3C85008C8484BD  
 JULIA JOHNSON, MAYOR

ATTEST:

DocuSigned by:  
*Kelly Kohnken*  
 By: \_\_\_\_\_  
2C53B2906B484A9  
 KELLY KOHNKEN, CITY CLERK-TREASURER



**THOMPSON • GUILDNER  
& ASSOCIATES INC. P.S.**  
110 Cedar Ave, Ste 102  
Snohomish, WA 98290  
360.568.3119  
[www.trustedguidancelaw.com](http://www.trustedguidancelaw.com)

August 8, 2024

Ms. Wendy Van Der Meersche, City Clerk  
City of Arlington  
238 N. Olympic Ave.  
Arlington, WA 98223

## **RESPONSE TO REQUEST FOR PROPOSALS** **CITY ATTORNEY GENERAL LEGAL SERVICES**

### **A. FIRM DESCRIPTION**

*Thompson, Guildner & Associates, Inc., P.S.* has been in the business of providing legal services to municipalities, ports, sewer and water utilities, fire districts, utility districts, and other special purpose districts for over 50 years. Many of our current and former municipal clients have functional similarities to the City of Arlington. Our attorneys bring a wealth of experience in the field of municipal law and are well qualified to provide City Attorney General Legal Services to the City of Arlington. Our Firm was previously known as *Weed, Graafstra & Associates, Inc., P.S.* We are a women-owned firm with five attorneys, a licensed legal intern, a legal investigator, and three support staff members. Our office is located in Snohomish, and several of our attorneys and staff work hybrid or fully-remotely.

In response to the City of Arlington's Request for Proposals for City Attorney General Legal Services, we are pleased to present the following documents: A. Firm Description; B. Firm Qualifications; C. Firm References; D. Provision of Services; E. Attorney Resumes and Experience; F. Statement of Contract Compliance; and G. Compensation.

For the purposes of this submittal, please contact Managing Partner Nikki Thompson as follows:

Nikki Thompson, Managing Partner  
Thompson, Guildner & Associates, Inc. P.S.  
110 Cedar Ave, Suite 102  
Snohomish, WA 98290  
(360) 568-3119 phone & fax  
[nikkit@trustedguidancelaw.com](mailto:nikkit@trustedguidancelaw.com)

## **B. FIRM QUALIFICATIONS**

For the provision of services to the City of Arlington, our firm would designate:

Attorney Team:	Nikki Thompson, Managing Partner Emily Guildner, Managing Partner Benjamin Goodwin, Associate (Attending City Council Meetings) Thom Graafstra, Of Counsel Erin Lewis, Senior Associate
Support Staff Team:	Dan Curtis, Licensed Legal Intern Lisa Powers, Legal Investigator Karen LeClaire, Billing Specialist Mara Powers, APR 6 Law Clerk Lisa Felix, Business Development Coordinator

*Thompson, Guildner & Associates, Inc., P.S.* provides legal services as a team. Each member is capable and ready to provide quality legal assistance. However, we do assign a primary attorney for purposes of Council Meeting attendance and client communication.

Managing Partner Nikki Thompson has broad experience in all areas of municipal law and public entity law – including contract review, ordinance drafting, labor relations and personnel issues, public works bidding and purchasing, real estate transactions, open public meetings and public records, code enforcement, and land use matters. Nikki serves as the City Attorney for the cities of Sedro-Woolley and Stanwood, and Town Attorney for the towns of Darrington and Coupeville. She shares responsibility for the representation of the cities of Carnation and Leavenworth. Nikki provides labor and personnel legal support to six of the Firm's public clients. She also assists private and corporate clients in land use, boundary disputes, and real estate litigation. She represents municipalities in pending litigation and assists municipalities in the implementation of risk management best practices. Nikki prides herself on working effectively and collaboratively with department heads, staff, elected officials, and members of the public.

Managing Partner Emily Guildner currently serves as the City Attorney for the cities of Snohomish, North Bonneville, and Woodland, and shares responsibility for the representation of the cities of Carnation, Granite Falls, and Leavenworth. Emily's practice focuses on assisting municipal clients with various matters including complex public records requests, contract review, First Amendment issues, code enforcement, and litigation. She also helps private and corporate clients in matters related to real estate, land use, and contract disputes.

The primary attorney assigned to attend City of Arlington City Council Meetings would be Associate Benjamin Goodwin. Benjamin is ideally suited to be the assigned attorney due to his extensive municipal experience gained from serving two terms on the Lynnwood City Council. Prior to attending Seattle University School of Law, Benjamin served two terms on the Lynnwood City Council, including three years as Council Vice President, and three years as Council President. During his tenure with Lynnwood City Council, he served as Vice Chair

on the Lynnwood Homelessness Task Force as well as Council liaison to the DEI Board, and as liaison to the Parks and Recreation Board. He also served on the South County Fire Board of Commissioners as Vice Chair and the Snohomish County Health District. After the conclusion of his tenure on the Lynnwood City Council, Benjamin served on the Lynnwood Ethics Board. Benjamin was awarded the Certificate of Municipal Leadership from the Association of Washington Cities in 2019. Prior to practicing law, Benjamin worked as an organizational change management practitioner and trainer. During his time at the Seattle University School of Law, Benjamin participated in the Community and Business Development Clinic, where he advised small businesses on the development of a business plan, marketing, and SWOT (strengths, weaknesses, opportunities, and threats) analysis. Benjamin currently provides municipal legal services to our Firm's many public clients.

Of Counsel Attorney Thom Graafstra is one of the former Partners of *Weed, Graafstra & Associates Inc., P.S.*, now *Thompson, Guildner & Associates, Inc., P.S.* Thom's practice focuses on all areas of municipal law — including land use, open public meetings, public records, and tort and litigation defense. Thom also represents private clients in real estate and commercial matters. Thom currently serves as City Attorney for the cities of Leavenworth and Granite Falls, and as special counsel for other business and government agencies as needed. He has done many large projects over his career, including twice serving as Counsel for the City of Everett Charter Review Commission. He has also done work for numerous other cities and special purpose districts in Washington over his 48-year career.

Senior Associate Attorney Erin Lewis started her career as a Rule 9 Prosecutor for the City of Spokane and then went to work for the Island County Prosecutors Office. While working for the Prosecutors Office, Erin worked in the district court division before advancing to handling juvenile court matters, felony matters, therapeutic courts, paternity establishment, child support actions, and civil commitments. From 2013 to 2021, Erin served the City of Oak Harbor as their City Prosecutor/Assistant City Attorney. During her time with Oak Harbor, Erin handled prosecution, advised law enforcement on legal updates and was a member of the multi-agency Domestic Violence Task Force. Erin's practice at our Firm focuses on contract review, land use, code enforcement, estate planning & probate, and complex public records requests. Erin works closely with City code enforcement officers and handles appearances before hearing examiners for dangerous dog appeals, code enforcement appeals, and more.

Licensed Legal Intern Dan Curtis is entering his final year of law school at the University of Idaho College of Law. He interned with our Firm for pro-bono hours in the summer of 2023 and thereafter was hired as a Legal Intern. Dan is approved as a Rule 9 intern licensed by the Washington State Bar Association and the State Supreme Court and is able to practice under the supervision of the Managing Partners. Prior to law school he worked in environmental compliance and currently works with our municipal clients on regulatory research and policy drafting, along with supporting our attorneys in public and private litigation matters.

Legal Investigator Lisa Powers works with our attorneys and clients directly and brings her expertise from a 15-year career in law enforcement to sensitive matters that require the highest levels of professionalism, confidentiality, and detail. She is an experienced investigator that has led investigations into bank robberies, sexual assaults, burglaries, thefts, assaults, fraud, crimes involving children, and homicides.

Billing Specialist Karen LeClaire is a Legal Assistant with over 30 years of experience in the legal field. Karen serves as our Billing Specialist and works closely with clients and the attorneys to ensure accurate and timely billing. Karen also assists our attorneys with municipal and private client paralegal work.

Law Clerk Mara Powers has a BA in Law, Diversity, & Justice from Western Washington University and a Post Graduate Certificate in Paralegal Studies from Rasmussen University. She entered WSBA's APR 6 Law Clerk Program in January 2024 and is being mentored by Managing Partner Emily Guildner. Mara is the primary litigation and public records requests paralegal and assists in all aspects of litigation and fulfilling public records requests. She also assists the attorneys in private work and estate planning & probate.

Business Development Coordinator Lisa Felix previously worked in the community association management industry and in local municipal government. Lisa manages our marketing and business operations and assists attorneys with municipal paralegal work and private real estate work. She works fully remotely from out-of-state.

*Thompson, Guildner & Associates, Inc., P.S.* has a dedicated team of attorneys and staff who each have considerable experience in all areas of municipal and public entity law. Our attorneys' resumes, which follow, demonstrate the depth of our municipal experience and our ability to perform the requested City Attorney General Legal Services.

## **C. FIRM REFERENCES**

Thompson, Guildner & Associates, Inc., P.S. provides services to each of the following clients. Please feel free to contact any one of the following clients to request a reference for our Firm.

- City of Stanwood
  - 10220 270th Street NW  
Stanwood, WA 98292
  - Sid Roberts, Mayor, (360) 454-5207, [sid.roberts@ci.stanwood.wa.us](mailto:sid.roberts@ci.stanwood.wa.us)
  
- City of Sedro-Woolley
  - 325 Metcalf Street  
Sedro-Woolley, WA 98284
  - Julia Johnson, Mayor, (360) 855-3160, [swmayor@sedro-woolley.gov](mailto:swmayor@sedro-woolley.gov)
  
- City of Snohomish
  - P.O. Box 1589  
116 Union Avenue  
Snohomish, WA 98291
  - Linda Redmon, Mayor, (360) 282-3154, [redmon@snohomishwa.gov](mailto:redmon@snohomishwa.gov)
  
- Town of Darrington
  - 1005 Cascade St.  
PO Box 397  
Darrington, WA 98241
  - Dan Rankin, Mayor, (360) 436-1131, [dan.rankin@darringtonwa.us](mailto:dan.rankin@darringtonwa.us)

## **D. PROVISION OF SERVICES**

Arlington, Washington, is a city with a rich history and a vibrant present. Established in the 1880s and incorporated as a city in 1903, Arlington is governed by a Mayor–Council plan of government and operates as a non-charter code city under RCW Title 35A. The municipal government, which elects a mayor and seven city councilmembers, maintains the City’s police department; public works department; water, sewer and stormwater utilities; municipal cemetery; community and economic development department; municipal airport; finance department; and administrative services department.

The City of Arlington is navigating significant growth and development issues. The City is in the process of completing the 2024 Comprehensive Plan to meet the requirements of the Washington State Growth Management Act and align with the Puget Sound Regional Council Policy Vision 2050 and the Snohomish County Countywide Planning Policies. With an expected growth of about 8,500 households and a projected population of 34,649 by 2044, the City is developing strategies to encourage and support neighborhood connectivity, economic stability and vibrancy, resilience and sustainability, as well as quality, diverse and efficient residential growth. The plan also aims to enhance recreational/park opportunities and protect the quality of life for Arlington’s residents and businesses. Arlington is experiencing a surge of growth, leading to concerns about urbanization encroaching on farmland and the potential loss of its small-town charm. These issues underscore the City Council’s commitment to managing growth, maintaining the City’s character, and planning for the future.

We understand the needs of the City of Arlington may include, but are not limited to, the following areas:

- **General Legal Advice:** Provide general legal advice to the Mayor, Department Directors, City Council, and all City Boards and Commissions regarding all legal matters relating to the performance of their duties. Respond in a timely manner to inquiries from authorized City Departments and/or elected officials and provide regular status reports on active issues as requested.
- **Knowledge of City Issues:** Maintain knowledge of issues facing the City and be prepared to offer timely legal opinions within a pre-established response process.
- **Meeting Attendance:** Attend City Council meetings and other City Council, Board or Commission meetings as requested or unless excused from attendance by the Mayor, and assist staff in preparation and review of meeting agendas and materials.
- **Litigation Representation:** Represent the City in litigation as needed, or assist insurance pool appointed attorney(s) during litigation.
- **Permitting Matters:** Represent and advise the City on matters relating to permitting.
- **Legal Actions or Administrative Proceedings:** Initiate or respond to legal actions or administrative proceedings, except on matters for which the City Prosecutor or the City’s insurance pool is providing representation, including appeals or as needed to assist insurance pool-appointed attorney(s) during litigation.
- **Land Use Proceedings:** Represent the City before the City Hearing Examiner, or in land use proceedings that may be initiated by the City or brought by others, except on matters for which the City’s insurance pool is providing representation.

- **Dispute Resolution Proceedings:** Appearance and/or initiation or other involvement, on behalf of the City, in other dispute resolution proceedings, including, but not necessarily limited to judicial, arbitration or mediation, and appeals thereof.
- **Federal Law Matters:** Represent and advise in matters relating to Federal Law, including Federal Aviation Administration and federally funded projects.
- **Police Department Assistance:** Assist the Police Department on matters relating to police liability issues and/or changes in policy outside of the purview of the contracted City Prosecutor.
- **Contract Review/Draft:** Review and/or draft contracts, in whole or in part, and activities incidental or related thereto, including, but not necessarily limited to, real-estate transactions, interlocal agreements, labor agreements, professional services, purchasing, service or product contracts, as requested. May assist in negotiation of such contracts and/or agreements as requested.
- **Legislation Review/Draft:** Review and/or draft ordinances, resolutions, proclamations, etc., and other documents as necessary to represent and protect the City's interests and advise the City with regards thereto.
- **Lease Agreements:** Prepare lease agreements, draft or review required lender financing instruments such as subordination agreements and advise staff regarding Airport leases and related documents.
- **Research and Recommendation:** Provide research, recommendation, written legal opinions, preparation and review of issues relating to land use, public property acquisitions, growth management, law enforcement, finance, personnel law, private/public partnerships, and public record requests as requested by the Mayor, Council, or Department Directors.

In meeting all of these needs, our team would work closely with the City of Arlington's leadership team. As we discuss throughout this proposal, we find that our team approach works best for municipal clients. Associate Benjamin Goodwin would be the primary assigned attorney to attend City Council, Board, Commission, and staff meetings, and would be supported by, and work closely with, Managing Partners Nikki Thompson and Emily Guildner, along with our other attorneys and staff as needed, on any matters for the City of Arlington.

In our work as municipal attorneys, we encounter new issues on a daily basis. Our clients have a broad range of public works and real estate needs. We assist in the acquisition of property for new municipal buildings, guide management and operation of wastewater treatment plants, and guide clients through the entire design-bid-build process whether it is a six-figure or eight-figure project. Some examples include the Granite Falls municipal campus and wastewater treatment plant; ongoing City of Snohomish and Fire District 4 civic campus development; acquisition and construction of Leavenworth's sewer system; and consistent smaller projects such as right-of-way development, easement acquisition, and review and drafting of commercial leases for both our municipal and private clients.

Our Firm works in conjunction with the Association of Washington Cities, public agency risk pools, and the Municipal Research and Services Center and utilizes their training and education tools to benefit our public clients. We also customize training topics based upon our clients' requests related to employee relations and supervisor training. We recognize the

importance of keeping our clients abreast of updates in employment law and providing the most up-to-date advice regarding this sensitive topic.

The attorneys of our Firm have extensive experience with collective bargaining unit negotiations, human resource & employment law, and addressing employee grievances. Managing Partner Nikki Thompson worked extensively with public works, administrative, police, and fire unions during her tenure as an in-house City Attorney prior to joining our Firm and has continued to spearhead labor relations and union negotiations for our public clients. We are currently bargaining with two police guild units.

Our Firm also has substantial experience in the specialized field of public records requests. The State laws and best practices regarding public records requests have changed drastically throughout the Firm's history, and we have made it a priority to stay up to date on the latest laws, trends, and technology. Our Firm has served as the public records office for Snohomish County Public Facilities District for seven years, and we have served our public clients in their need to fulfill public records requests since our Firm's founding in the 1970s.

Each member of our Firm is trained to handle and advise clients on public records issues. Each attorney typically advises the clients for which they are the primary attorney on public records searches, responses, best practices, and litigation. Currently, Managing Partner Emily Guildner is the public records specialist and oversees the fulfillment of many of our clients' requests. Law Clerk Mara Powers assists Emily in searching client and Firm records and fulfilling requests. Many of our clients make use of GovQA public records software and we are trained in using this platform to fulfill public records requests.

Our Firm has assisted with more than 15 public records requests in the past calendar year and has applied necessary redactions to more than 50,000 pages of documents and reviewed thousands more that did not require redactions. We provide the redacted documents with an explanation and redaction log for the installments required by the cities we serve.

We pride ourselves on our Firm's focus on preemptive work with our clients to avoid litigation as much as possible. For our public clients, this often means projects such as code amendments – which will benefit the client in the long term by staying in front of forthcoming legislative changes or case laws. When major Supreme Court cases come out, we complete code overhauls to ensure compliance. In addition to code amendments, our Firm also works with clients on policy revisions such as public records policies, procurement policies, personnel policies, social media policies, wellness policies, special events permitting, and other specialized areas that allow us to help our clients avoid potential pitfalls.

Reducing our clients' liability and exposure is also a primary focus of our attendance at meetings – both public and staff. Whether we are attending in-person or remotely, we are proactive in preparing for the meeting's agenda, including items that may cause our clients undue exposure, and strategies for navigating those items. During open public meetings, when appropriate, we counsel our clients in executive session as permitted by law, and help our clients avoid the dangers of discussing items during executive sessions that do not qualify.

The general legal counsel we offer our clients is perhaps our best tool in reducing their liability and exposure. We keep abreast of changes at the national, state, and county levels and work to make sure our clients stay informed of any statutory or case law changes that may impact them. Our regular counsel to our public clients' leadership is supplemented by trainings that we offer, either upon our clients' requests, or based on a need that we foresee. An example of training that we provide to leadership is Open Public Meetings Act (OPMA) and Public Records Act (PRA) training. We also provide training to elected officials on understanding their roles and responsibilities. We firmly believe that having strong policies, training, and an updated code provides municipalities with a strong foundation.

The majority of our work is, and has always been, on behalf of municipal clients. We currently serve municipal clients with both Mayor-Council and Council-Manager plans of government. While our office is physically located in Snohomish, our clients are geographically diverse. We utilize technology to drive down the costs of our representation and to represent clients throughout the state in a cost-effective and efficient manner. As the world was changed with the pandemic, many of our clients now have seamlessly integrated staff and the public into meetings using remote technology such as Zoom, GoTo, RingCentral, or Microsoft Teams. With updates to the OPMA, public agencies are encouraged to provide remote meeting options, and we believe that this will one day be a requirement. With our office location in downtown Snohomish, we will be able to provide prompt in-person services to the City of Arlington. With this in mind, even some of our local clients prefer that we provide services remotely, as they have experienced cost savings by eliminating travel time, without experiencing any change in the level of service. We will leave it to the discretion of the City of Arlington leadership team to decide whether in-person or remote attendance is preferred for various types of meetings.

## **E. ATTORNEY RESUMES AND EXPERIENCE**



**Nikki Thompson**  
**Managing Partner**  
nikkit@trustedguidancelaw.com



### **EDUCATION**

*Seattle University School of Law*

J.D. 2006

Scholarship at entry

Cum Laude

Cali Award for Natural Resources

*University of Washington-Tacoma*

B.A., Interdisciplinary Arts and Sciences, 2002

Concentration in States, Markets and Global Systems

Minor in Environmental Science

Dean's List all quarters of attendance

National Honor Society member

*Admitted to Practice in Washington 2006*

### **EMPLOYMENT**

*Thompson, Guildner, & Associates, Inc., P.S. (formerly Weed, Graafstra & Associates, Inc., P.S.)*

*– Former Attorney, Current Managing Partner | 2020 – Present*

- Advise municipal clients in all areas of municipal law
- Draft and review ordinances, contracts, resolutions, and general correspondence
- Provide representation for municipal clients at public meetings
- Provide representation for private clients in civil litigation matters

*The City of Oak Harbor – Prosecutor and City Attorney | 2013 – 2019*

- Advised staff and elected officials in all areas of municipal law
- Drafted ordinances, resolutions, contracts and general municipal correspondence
- Reviewed contracts, agenda bills, and other municipal documents
- Supervised prosecution function
- Supervised public records function
- Assistant City Attorney/Prosecutor until August 2014

*Nikki C. Esparza (formerly Thompson), Attorney at Law – Sole Practitioner | 2011 – 2013*

- August 2011-January 2013 Contract Prosecutor for City of Oak Harbor
- Provided representation for defendants in criminal cases and individuals in domestic proceedings

*The Law Office of Thomas C. Pacher – Public Defender | 2010 – 2011*

- Provided representation for indigent clients during all phases of the criminal process through trial and appellate phases
- Provided on call services for individuals needing after hours counsel

*The Law Office of Nikki Thompson-Crain – Sole Practitioner | 2008 – 2010*

- Represented clients at all phases of the criminal process
- Represented parents and children in dependency proceedings
- Represented clients in family law matters including child custody and dissolutions

*The Law Offices of Terry L. Smith – Associate | 2006 – 2008*

- Handled one-third of the City of Oak Harbor's Public Defense contract
- Acted as a conflict public defense attorney for the Island County, WA
- Handled family law litigation, including dissolution and custody issues
- Represented parents and children in dependency proceedings
- Researched issues and wrote briefs

*McCarthy, Casseaux & Rourke – Rule 9 Intern | 2005*

- Conducted client correspondence and meetings
- Researched various legal issues, including in pre-trial research
- Revised interrogatories
- Wrote memos to partners
- Drafted correspondence to opposing counsel

*Washington State Legislature – Intern | 2002*

- Responsible for constituent correspondence via telephone and letters
- Acted as liaison between state agencies and constituents
- Researched various legislative issues, policies, and procedures
- Tracked bills throughout the legislative process
- Attended and documented committee hearings relating to commerce and labor issues
- Drafted correspondence for state representatives

**ASSOCIATIONS**

Washington State Bar Association

Snohomish County Bar Association

Washington State Association of Municipal Attorneys (WSAMA)

**RESPONSES TO RFP QUESTIONS**

1) *A description of related municipal experience with agencies similar in size to City.*

Nikki has significant municipal experience with agencies of varying sizes. Prior to joining our Firm, she was an in-house city attorney for a city with a population over 20,000. She currently occupies the city/town attorney role for multiple municipalities, including the cities of Sedro-Woolley and Stanwood and the towns of Darrington and Coupeville. She has experience in all areas of municipal law.

2) *Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.*

Our Firm makes clear at the outset of any representation that we will not litigate against a local city. We have, on occasion, assisted clients in resolving issues with the City of Arlington (the Robinett companies, for example). We do not anticipate conflicts in the future, as we will not engage with private clients who have a potential conflict with the City of Arlington. Our Firm represents at least four Snohomish County municipalities and there is always a possibility that the City of Arlington may wish to enter into an Interlocal Agreement with one of our other cities/towns and that we may be asked to review the contract. In that situation, we would request a conflict waiver from both parties. This has not been an issue with our Snohomish County municipality clients.

*3) Describe working relationships with local, state and county elected officials, unions and police guilds, city staff, and other legal and business representatives.*

Nikki has a good working relationship with elected officials, unions, staff and other representatives. As part of her role as City Attorney, she frequently interacts with client representatives, both at the elected level and at the staff level. She also interacts with outside agencies, such as the Department of Ecology, and environmental and architecture & engineering consultants. Given her position as a labor/personnel legal advisor, she interacts with union representatives on a regular basis. She has a good working relationship with all. Nikki believes that communication and respect for others is the key to any good relationship. While there are times when interests may be adversarial, maintaining a professional and respectful approach is something Nikki values and strives to attain.

*4) Describe experience in negotiating contracts with unions and police guilds.*

Nikki has extensive experience negotiating collective bargaining agreements. In the last several years, she has bargained contracts for multiple units of ASFCME, Teamsters, IAFF, and Police Guild. She is currently bargaining with two Guild units.

*5) Describe experience in working with forfeiture/seizure hearings; code enforcement/abatement; police liability issues; and changes in police policy.*

Nikki has past experience with forfeiture/seizure hearings, as she was previously a prosecutor. The forfeiture process was tied to the prosecution function. She has extensive experience with code enforcement, from the initial notice of violation through court action to securing a warrant of abatement and subsequent judgment. She advises multiple code enforcement officers regarding enforcement actions.

Two of the municipalities we serve have in-house police departments. As such, we are the advisors to the police department. We keep up-to-date with the latest changes in policy and liability by reading any new Washington and U.S. Supreme Court cases that are decided and following the status of various police-related bills as they progress through the legislature. We advise our clients of changes that they need to be aware of.

*6) Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.*

Nikki keeps abreast of changes in the law affecting municipalities by reading the weekly cases decided by the various appellate divisions and the Washington State Supreme Court. When there is a case that is relevant to our municipal clients, an email is sent to the necessary

recipients with an explanation and suggestions for next steps. It is also important to follow bills as they move through the legislature. One of the best tools for doing this is Association of Washington Cities (AWC)'s bill tracker.

With most changes to the law comes the potential for conflict. A good example of this is the changes that have occurred to the Growth Management Act which are aimed at addressing the housing shortage. Some of our clients have struggled with what they perceive as a lack of local control over their growth. Many view the changes as an overreach by the State that will lead to a loss of the community's character, while others view it as a necessary tool to address critical housing shortages. In working through complex issues, communication is key to understanding the varied interests at play and working towards a solution that works for the community, but still complies with the letter of the law. Public participation can provide ideas and options that might not have been considered and is an important part of communication.

*7) Discuss experience in working with public record requests.*

Nikki has extensive experience with the Public Records Act. From advising on policy adoption and code changes, to advising public records officers on specific requests, to drafting communication to requestors, to reviewing and redacting responsive materials and creating exemption logs, Nikki is experienced in all areas of the PRA. Nikki typically engages in public records-related work multiple times per week.

*8) Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.*

Nikki acts as an advisor to the HR department/representative for six municipalities. In that capacity, she addresses complex leave law questions, onboarding and offboarding questions, file retention and confidentiality, employee complaints and investigations, reasonable accommodations, and a broad array of general HR-related issues. She is a big proponent of training as a risk mitigation tool and frequently encourages the use of Washington Cities Insurance Authority's (WCIA) supervisory training course, in addition to its courses on harassment and discrimination. WCIA is a great free resource for our clients that Nikki can assist clients in utilizing. Nikki also has extensive experience with the grievance process and advises clients at all stages of the process.

*9) Discuss experience in working with the City on reducing liability/exposure to the City.*

Nikki is a big proponent of training, both for employees and leadership. Education reduces risk and much of the risk associated with a municipal corporation comes from the employees. It is always a good idea to utilize WCIA's extensive training programs in order to stay up to date on a wide variety of risk management topics. Our attorneys will frequently recommend certain trainings if a risk is perceived by the attorney. We also reduce risk by keeping the client informed of updates to the law and case law and assisting the client in determining how they can implement necessary changes.

*10) Discuss experience in working on land use permitting matters.*

Land use is one of Nikki's favorite areas of law. She frequently advises planning departments on land use matters, drafts memos regarding land use issues, and when necessary, defends Land Use Petition Act (LUPA) actions or challenges at the Growth Management Hearings Board level against municipalities.

11) *Discuss experience in working on public property acquisitions and public/private partnerships.*

Nikki has significant experience with property acquisitions, using both condemnation actions and voluntary transactions. She has experience with letters of intent, purchase and sale agreements, appraisals, title review, deed writing and review, escrow, and closing. She's also experienced with eminent domain, from the notice requirements to the ordinances, to just compensation, to relocation, and finalizing the process. While we are familiar with public/private partnerships (PPP) and have advised our clients on them, Nikki has not personally been involved in a PPP transaction.

12) *Discuss experience in working on state and federally funded projects.*

Many of the projects that our clients undertake include a federal or state funding component. The Department of Commerce funds many projects undertaken by our clients. There are state and federal funds involved in many road projects our clients undertake. The primary issues to be aware of in these situations are the strings attached to the funding. An agency must be certain that it can comply with the requirements of the agreement that are undoubtedly attached to the funding. Often the important requirements deal with contracting, procurement and ensuring compliance with federal guidelines.

13) *Discuss experience in working on land use permitting and administration matters.*

As discussed in Question 10 above, Nikki works closely with planning departments and frequently advises on land use permitting and processing. Frequently encountered questions deal with timelines, vesting, impact fees, Washington State Environmental Policy Act (SEPA), as well as nexus and rough proportionality issues. We are well versed in land use permitting and administration.

14) *List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.*

Professional:

1. Sid Roberts; Mayor, City of Stanwood; 10220 270th Street NW, Stanwood, WA 98292; (360) 454-5207; Client
2. Dan Rankin; Mayor, Town of Darrington; PO Box 397, Darrington, WA 98241; (360) 436-1131; Client
3. Charlie Bush; City Administrator, City of Sedro-Woolley; 325 Metcalf Street, Sedro-Woolley, WA 98284; (360) 855-9921; Client

Personal:

1. Steve Powers; City Administrator, City of Mukilteo; 11930 Cyrus Way, Mukilteo, WA 98275; (425) 263-8000; Former Colleague
2. Doug Merriman; President/Owner, Merriman Municipal Consulting, LLC; 471 NE O'leary St, Oak Harbor, WA 98277; (360) 632-2119; Former Colleague
3. Steve Waldron; 1160 Waterloo Road, Oak Harbor WA 98277; (360) 914-7339; Client

15) *Provide each attorney's Washington State Bar Admittance Number.*

Nikki Christine Thompson, WSBA No. 37884.



**Emily Guildner**  
Managing Partner  
emilyg@trustedguidancelaw.com



### **EDUCATION**

*Willamette University College of Law*

J.D. 2013

Scholarship at entry

International Human Rights Clinic Intern

Willamette Law Online Ninth Circuit Summary Writer

*Pacific Lutheran University*

B.A., Political Science and Psychology, 2009

Psi Chi Honor Society Member

*Everett Community College*

Associate in Arts and Science, 2007

Running Start Graduate

*Admitted to Practice in Washington 2013*

### **EMPLOYMENT**

*Thompson, Guildner, & Associates, Inc., P.S. (formerly Weed, Graafstra & Associates, Inc., P.S.)*

*– Former Attorney, Current Managing Partner | 2013 – Present*

- Advise municipal clients in all areas of municipal law
- Draft and review ordinances, contracts, resolutions, and general correspondence
- Provide representation for municipal clients at public meetings
- Provide representation for private clients in civil litigation matters

*International Human Rights Clinic – Clinical Intern | 2011 – 2013*

- Research Assistant on projects related to Water Access Violations
- Field Research trip to Belize in 2012 – Stakeholders Report adopted by United Nations Human Rights Council as Joint Submission 4 in Belize Periodic Review, November 2013

*Vick and Glance, LLP – Intern | 2011*

- Review medical files for relevant discovery
- Draft legal memorandum for case summaries and discovery receipts

### **ASSOCIATIONS**

Washington State Bar Association

Washington State Association of Municipal Attorneys (WSAMA)

**RESPONSES TO RFP QUESTIONS**

1) *A description of related municipal experience with agencies similar in size to City.*

Emily began her career at *Weed, Graafstra & Benson, Inc., P.S.* in 2013 providing assistant city attorney services to firm clients including the City of Maysville and the City of Lake Stevens. Over the years, Emily has taken on increased responsibility for municipal clients, including providing lead Attorney work for the cities of Snohomish, North Bonneville, Carnation, and Woodland. Emily has provided a variety of services to numerous other clients including Olympic View Water and Sewer District; the cities of Stanwood, Leavenworth, and Sedro-Woolley; Eastmont Parks & Recreation; and special projects for City of Chelan and Chelan Valley Community Hospital.

2) *Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.*

Our Firm represents the City of Stanwood and the Town of Darrington, and there may be instances of negotiations between those clients that could result in dual interests. We have generally found in representing cities that many potential issues are foreseeable and either mitigated or avoided before actual conflicts arise. Our Firm has represented some developers in the past, but we avoid doing work or taking cases that directly conflict with a municipality.

3) *Describe working relationships with local, state and county elected officials, unions and police guilds, city staff, and other legal and business representatives.*

Emily believes that as a City Attorney, many different interactions are required on a very regular basis, and it is important to maintain cordial and trusting relationships at all levels. Every relationship requires a different approach and time to develop. Emily prides herself on the warm working relationships she has with the elected officials and staff of her municipal clients.

4) *Describe experience in negotiating contracts with unions and police guilds.*

Emily has not focused on this area in her practice but has experience in reviewing union contracts and working through potential issues.

5) *Describe experience in working with forfeiture/seizure hearings; code enforcement/abatement; police liability issues; and changes in police policy.*

Code enforcement/abatement has been a focus of Emily's practice since she began over 10 years ago. She advises code enforcement officers and is experienced in abatement litigation. Policy liability and police policy issues have largely been addressed by insurance attorney and mitigation seminars which Emily regularly attends to ensure she is up to date with current information. Emily stays abreast of changes in police policy by reading Washington State and U.S. Supreme Court cases as they come out.

6) *Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.*

Emily has experience advising clients on all areas of municipal government issues. Commonly, Emily addresses personnel concerns, public records requests, contracts and agreements, recent case law changes, and more with her municipal clients. Emily regularly attends WSAMA conferences and Municipal Research and Services Center of Washington (MRSC) trainings and takes advantage of the variety of continuing legal education (CLE) opportunities offered through various platforms on a regular basis. Emily has experience in writing public or privileged memoranda to clients about issues or updates relevant to them.

7) *Discuss experience in working with public record requests.*

Emily has worked on hundreds of public records requests ranging from requests where simple clarifications were required to complex requests requiring months of installments and thousands of pages of records with hundreds of redactions. She often assists clients with 10 or more records requests per month, and, on the rare occasion, has represented cities in PRA litigation—ranging from a third-party injunction request to allegations of noncompliance and review of PRA case evaluation.

8) *Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.*

This has not been a regular area of Emily's practice, but she keeps up to date on significant changes.

9) *Discuss experience in working with the City on reducing liability/exposure to the City.*

Emily believes this is a main staple of municipal practice. She believes it is important to maintain relationships with the insurance carriers and firms that represent cities in insurance litigation. Emily's best practice recommendations are an important part of her communication with clients. Additionally, Emily feels that regular presentations to city councils on best practice procedures for things such as social media use, or OPMA issues are important to help mitigate risk for the City.

10) *Discuss experience in working on land use permitting matters.*

Land use permitting is a regular occurrence when assisting public clients. Emily has worked with clients in all phases of the permitting process including representing clients before the City hearing examiner in permit appeals.

11) *Discuss experience in working on public property acquisitions and public/private partnerships.*

As the need for a variety of housing types has increased, many of our clients have begun to explore various public-private partnerships and land trusts. Additionally, public property acquisitions are a regular occurrence from negotiated purchase and sale agreements to condemnation proceedings.

12) *Discuss experience in working on state and federally funded projects.*

Many cities rely on state and federal funds as complete grants or matching funds. Emily is regularly involved in navigating the complexities of those plans and contracts and works with department heads to ensure compliance.

13) *Discuss experience in working on land use permitting and administration matters.*

As described in question 10, assisting the planning department in permitting and code administration is a weekly occurrence and ranges from assisting in administrative interpretations issued by the planning director to defending LUPA appeals.

14) List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.

Professional:

1. Heather Thomas; City Administrator, City of Snohomish; 116 Union Avenue, Snohomish, WA 98290; (360) 282-3194; Client
2. Darla Reese; City Clerk, City of Granite Falls; PO Box 1440, Granite Falls, WA; (360) 691-6441; Client
3. Tom Merrill; Council President, City of Snohomish; 116 Union Avenue, Snohomish, WA 98290; (425) 327-6668; Client

Personal:

1. Cheryl Beyer; City Attorney, City of Renton; 1055 S Grady Way, City Attorney Department, Renton, WA 98057; (425) 430-6486; Former Co-Worker
2. Erica Cenci; Executive Director, Snohomish Education Foundation; PO Box 1312, Snohomish, WA 98291; (360) 568-5292; Emily serves on the Snohomish Education Foundation Board
3. Dr. Devin Brossard; Owner, Symmetry Chiropractic Wellness Center; 3710 168th ST NE C2, Arlington WA 98223; (360) 722-1578; Friend

15) Provide each attorney's Washington State Bar Admittance Number.  
Emily Guildner, WSBA No. 46515.



## **Benjamin Goodwin**

**Associate**

[benjaming@trustedguidancelaw.com](mailto:benjaming@trustedguidancelaw.com)



### **EDUCATION**

*Seattle University School of Law*

J.D. 2019

Scholarship at entry

*University of Washington*

B.A., Political Science, 2010

Minor in Laws, Society, and Justice

*Admitted to Practice in Washington 2020*

### **EMPLOYMENT**

*Thompson, Guildner, & Associates, Inc., P.S. – Associate Attorney | 2024 – Present*

- Advise municipal clients in all areas of municipal law
- Draft and review ordinances, contracts, resolutions, and general correspondence
- Provide representation for municipal clients at public meetings
- Business law including LLC formation, purchase and sale agreements, and employee contract review

*Goodwin Legal & Business Solutions, PLLC – Managing Attorney | 2022 – Present*

- Provide representation in probate matters, including drafting petitions, arguing motions, and negotiating settlements with opposing council
- Draft Wills, Trusts, and various estate planning documents
- Advise clients on Estate Planning methods and regulations and develop plans to fit each situation

*Zachor, Stock & Krepps, Inc. PS – Prosecutor | 2021 – 2022; 2024*

- Prosecuted misdemeanor crimes for Cities of Lynnwood, Mill Creek, Woodway, and Mountlake Terrace
- Reviewed cases for evidence, witness statements, and charges
- Drafted briefs and argued motions to the court
- Negotiated plea agreements and case settlements per state statutes and city codes

*Costco Wholesale – Organizational Change Manager | 2006 – 2016; 2019 – 2020*

- Developed training plans for corporate departments
- Trained Costco teams on presentation methods and public speaking
- Interpreted complex legal and technical documents into comprehensible instruction manuals

- o Implemented a department-wide training module on executive presence and executive communication

*South County Fire – Fire Commissioner - Vice Chair | 2017 – 2019*

- o Established bylaws and charter for the fire district
- o Reviewed budget, implemented budgeting strategies, and approved funding for fire authority
- o Discussed labor negotiations, worked with entity attorney in developments of negotiations and Unfair Labor Practice claims
- o Drafted ordinances pertaining to Fire Authority business

*Lynnwood City Council – Councilmember | 2011 – 2019*

- o Served as council president from 2017-2019
- o Served as vice president from 2014-2016
- o Chaired Homelessness Taskforce
- o Reviewed and approved annual budget
- o Collaborated with city departments and citizens to balance needs of the city and desires of the constituents

**ASSOCIATIONS**

Washington State Bar Association

Snohomish County Bar Association

Washington State Association of Municipal Attorneys (WSAMA)

**RESPONSES TO RFP QUESTIONS**

1) *A description of related municipal experience with agencies similar in size to City.*

Benjamin has spent the majority of his legal career as a prosecuting attorney for cities throughout Snohomish County including Woodway, Mill Creek, Mountlake Terrace, and Lynnwood. His work in this area consisted of prosecution of crimes within the city limits, understanding and applying RCWs and municipal codes to prosecute those alleged to have violated laws pertaining to those statutes, and negotiating with defense council for resolutions to cases. Benjamin’s municipal experience comes from his time serving on the Lynnwood City Council from 2011-2019 where he familiarized himself with many statutes relating to public disclosure, studied and became proficient in Robert’s Rules of Order, and drafted ordinances relating to homelessness while chair of the Homelessness Task Force for the City of Lynnwood. Benjamin also helped negotiate the terms of the South County Fire District as one of the founding members of the Board and first Vice Chair of that commission.

2) *Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.*

The only perceived conflict of interest may be having a cordial relationship with City Councilmember Rob Toyer for over 15 years.

3) *Describe working relationships with local, state and county elected officials, unions and police guilds, city staff, and other legal and business representatives.*

While serving on the Lynnwood City Council, Benjamin was also a South Snohomish County Fire Commissioner, serving as Vice Chair on the Commission for two years. Benjamin also served as a Board Member on the Snohomish County Health District and Snohomish County

Tomorrow. Benjamin had intimate knowledge of the City landscape, both politically and administratively, working closely with Lynnwood's City Administrator and the City Attorney. Benjamin sat with the Mayor and City Attorney in executive sessions, attended numerous City Council Meetings, and sat in on the Mayor's City Department meetings. As a candidate for City Council, Benjamin was endorsed by both the fire union and the police guild.

4) *Describe experience in negotiating contracts with unions and police guilds.*

Benjamin had no direct part in negotiations with unions or police guilds. Benjamin has sat in executive sessions where strategy and conflict resolution practices were often discussed and decided on with decisions ultimately coming from the City Council.

5) *Describe experience in working with forfeiture/seizure hearings; code enforcement/abatement; police liability issues; and changes in police policy.*

As a prosecutor, Benjamin worked with Lynnwood Police Department in developing police use of force policies, and as a Councilmember, he was briefed and participated in deciding police use of force and police liability policies to protect the officers and the City.

6) *Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.*

Having served eight years on the City Council in Lynnwood, starting during a time of chaos and turmoil with the City trying to decide if keeping a City Fire Department or transitioning to a Regional Fire Authority was right for the City, Benjamin helped lead and develop the first bylaws and articles of the South Snohomish County Regional Fire Authority. While in this role, the governing body did not look to Benjamin for legal authority or expertise, he gave input in the areas of City/fire relations from his experience on the Council, as well as input on the governance model of the Commission. The appointed City representatives, of which Benjamin was one, had several discussions with the public and the proposed participating departments, as to the governance model, the legalities of the taxing structure, and the legalities of the regional representational models. The Board developed a number of models that fit within their legal parameters, and they discussed, received input, and eventually voted on the model they would use. They had to negotiate and deal, with some give and take, as to how many representatives the Board would have and the governance model, whether it would be at-large or districts, and meld these all into a cohesive plan that the constituents would approve.

7) *Discuss experience in working with public record requests.*

Benjamin was subject to public record requests in all communications as a Councilmember. He has personal experience receiving and helping to fulfill requests. Benjamin was tasked with redacting all police reports, while a prosecutor in Lynnwood, that were filed with the court pursuant to applicable RCWs.

8) *Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.*

Benjamin's background in human resources stems from the private sector when he worked as an organizational change management practitioner and corporate trainer for a Fortune 100 company located in Issaquah, WA. Benjamin developed and presented training to

employees from Senior Vice Presidents to new hourly employees. These training courses ranged from new system processes to policy compliance and compliance with DEI laws.

9) *Discuss experience in working with the City on reducing liability/exposure to the City.*

As a Councilmember, one of Benjamin's responsibilities was to develop policy that protected the City's interests while delivering to the constituents continued infrastructure improvements and helping to ensure public safety through safe use of force standards and public safety as a whole. This came by way of reviewing and discussing, and ultimately approving, or not approving, policy changes necessary to the progress of City functions and security of City infrastructure.

10) *Discuss experience in working on land use permitting matters.*

Benjamin participated in several executive sessions discussing Light Rail expansion and the need for many different areas of development that required property acquisition or proposed imminent domain procedures. He participated in several discussions and document reviews of land use permits, environmental impact studies, and several SEPA studies.

11) *Discuss experience in working on public property acquisitions and public/private partnerships.*

Benjamin worked to ensure funding for several different projects between the City of Lynnwood and Edmonds School District; the City of Lynnwood and Community Health of Washington; and the YWCA and Rick Steves was secured, and those entities were able to purchase and develop property to bring needed housing, recreation, and community safety projects to Lynnwood.

12) *Discuss experience in working on state and federally funded projects.*

Benjamin has written legal opinions for cities requesting grant funding from Washington State Conservation and Recreation Office. Benjamin has also reviewed and opined in several state and federal grant matters, from a policy perspective, and reviewed and decided how to effectuate these projects from a budgetary lens. Included in these discussions were the city's desire for the projects, the longevity and viability of the projects and the city's necessary contribution and how that contribution can legally be funded.

13) *Discuss experience in working on land use permitting and administration matters.*

Benjamin has no direct experience on land use permitting and administration matters.

14) *List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.*

Professional:

1. James "Jimmy" Zachor; Partner, Zachor, Stock & Krepps, Inc. PS; 19401 40<sup>th</sup> Ave W. Suite 205, Lynnwood, WA 98036; (425) 778-2429; Previous Employer
2. Sid Roberts; Mayor, City of Stanwood; 10220 270<sup>th</sup> Street NW, Stanwood, WA 98292; (360) 454-5207; Client
3. Shannon Sessions; Executive Director, Support 7; PO Box 2604, Lynnwood, WA, 98036; (425) 478-6524; Former City Council Colleague

Personal:

1. Dr. Julieta Altamirano-Crosby; City Council Vice President, City of Lynnwood; 19100 44<sup>th</sup> Ave W, Lynnwood, WA, 98036; (425) 670-5000; Former Colleague
2. Conner Morgan; Associate Attorney, Schweet Linde & Rosenblum, PLLC; 575 S. Michigan Street, Seattle, WA 98108; (206) 381-0119; Former Classmate
3. Rob Toyer; City Councilmember, City of Arlington; 1123 E 5th St, Arlington, WA 98223; (425) 760-3395; Personal Acquaintance

15) Provide each attorney's Washington State Bar Admittance Number.  
Benjamin Karl Goodwin, WSBA No. 56705.



**Thom Graafstra**  
**Of Counsel**

thomg@trustedguidancelaw.com



**EDUCATION**

*University of Washington, Seattle, Washington*

J.D. 1976

Order of Coif

*University of Washington, Seattle, Washington*

B.A., History, 1973

Cum Laude

Phi Beta Kappa

*Admitted to Practice in Washington 1976*

**EMPLOYMENT**

*Thompson, Guildner, & Associates, Inc., P.S. (formerly Weed, Graafstra & Associates, Inc., P.S.)*

*- Former Shareholder, Current Of Counsel | 1991 - Present*

- o All areas of municipal practice
- o Lead attorney in all Civil Litigation
- o Lead attorney on major real property and contract issues
- o Lead attorney on title company representation

*Sullivan, Graafstra, Twisselman & Dupuis, Inc., P.S. - Shareholder | 1988 - 1991*

- o Co-Lead Attorney on Municipal defense
- o Lead Attorney on matters for Snohomish County PUD No. 1

*Sullivan, Graafstra & Twisselman - Partner | 1985 - 1988*

- o Co-Lead Attorney on Municipal defense work
- o Lead Attorney on matters for Snohomish County PUD NO. 1

*Williams, Novack & Hansen - Associate | 1978 - 1985*

- o Staff attorney on matters involving Snohomish County PUD NO. 1
- o Staff attorney on matters involving Snohomish County Airport Commission
- o Staff attorney on real estate and banking matters as assigned

*Eisenhower & Carlson - Associate | 1977 - 1978*

- o Staff attorney on general civil matters as assigned

**ASSOCIATIONS**

Washington State Bar Association

Real Property Section, Washington State Bar Association

Snohomish County Bar Association  
Washington State Association of Municipal Attorneys (WSAMA)  
Former Bar Examiner on real property matters

**RESPONSES TO RFP QUESTIONS**

1) *A description of related municipal experience with agencies similar in size to City.*

Thom began his extensive legal career with Ogden Murphy as a summer intern and did miscellaneous legal work as assigned for clients such as the Cities of Edmonds and Mountlake Terrace. His first full-time legal job was with Eisenhower and Carlson in Tacoma where he did legal work for the Tacoma Housing Authority as assigned. Tom moved to Everett in 1978 and joined Williams Novack and Hansen where he did legal work for such municipal clients as the Port of Everett, Snohomish County PUD, and the Snohomish County Airport Commission. Since 1985 forward, Thom has been a Partner or Of Counsel in Snohomish County law firms that all have done municipal work in the County. He has done work for the City of Everett (primarily tort defense and special projects), the Everett Charter Commission (governance), and Snohomish County PUD (litigation and utility collection issues); and has been lead City Attorney for the Cities of Sultan (since ended), Gold Bar (since ended), Leavenworth (continuing), and Granite Falls (continuing). He has also been lead Counsel for Eastmont Metropolitan Parks District. Along the way, he has done work as assigned for Marysville, Snohomish, Lake Stevens, Snohomish Health District, Coupeville, Oak Harbor, Stanwood, Sedro-Woolley, Issaquah, Index, Skykomish, Manson Park District, Wenatchee School District, and Chelan Public Hospital District.

2) *Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.*

Thom represents the Robinett collections of companies that have, from time to time, done developments in Arlington or in its UGA in Snohomish County. There is no present ongoing work.

3) *Describe working relationships with local, state and county elected officials, unions and police guilds, city staff, and other legal and business representatives.*

Thom has strong working relationships with all of his municipal clients. He works closely with the elected officials and staff of the various cities he represents. His clients know they can depend on him for timely responses and thorough evaluation of any legal questions presented to him. With 48 years of practice, Thom has made many connections and relationships with legal and business representatives throughout the state.

4) *Describe experience in negotiating contracts with unions and police guilds.*

This is not something Thom has been a lead on.

5) *Describe experience in working with forfeiture/seizure hearings; code enforcement/abatement; police liability issues; and changes in police policy.*

Thom has minimal experience related to forfeiture/seizure. Thom has extensive experience in code enforcement/abatement for Snohomish Health District, the City of Leavenworth, and the City of Granite Falls. Police liability and police policy is not a main focus of Thom's practice, but he stays up to date on major changes.

6) *Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.*

Thom has faced nearly every municipal government issue that could arise due to his long career in municipal law. He works closely with City officials to discuss the pros and cons of different procedures and options for action. He strives to give his clients all available options and to guide his clients through the various consequences and possible outcomes. Thom stays abreast of changes in the law by taking Continuing Legal Education seminars and webinars, reading case law as it comes out, and monitoring different bills as they pass through the legislature.

7) *Discuss experience in working with public record requests.*

Thom has dealt with hundreds of public records requests during his longstanding tenure as a city attorney. He is experienced in guiding clients on how to respond to a public record request, how to seek clarification from the requestor, and how to fulfill and produce the records. Thom is well-versed in the different exemptions provided for under the PRA and other relevant statutes.

8) *Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.*

Due to his decades of city attorney work, Thom has extensive experience in all areas of human resources, employment law, and handling employee grievances. He provides counsel to clients regarding all areas of employment law and employee issues. Thom works to educate his clients on the various statutes and bills that affect employer/employee law.

9) *Discuss experience in working with the City on reducing liability/exposure to the City.*

This has been a main focus of Thom's practice for years, as his original experience was in tort defense. Thom seeks to spot potential exposure/liability issues before they come to fruition and works with his clients on reducing/eliminating said exposure/liability.

10) *Discuss experience in working on land use permitting matters.*

Thom has extensive experience related to land use permitting matters, including experience in hearings before a hearing examiner, LUPA proceedings, and counselling city staff on land use matters.

11) *Discuss experience in working on public property acquisitions and public/private partnerships.*

Thom has extensive experience in condemnations for multiple agencies and has done multiple public/private agreements.

12) *Discuss experience in working on state and federally funded projects.*

Thom has extensive experience with state and federally funded projects for street, sidewalk, water and wastewater projects for the various municipal clients he has represented over his 48-year career.

13) *Discuss experience in working on land use permitting and administration matters.*

Thom has extensive experience related to land use permitting matters, including experience in hearings before a hearing examiner, LUPA proceedings, and counselling staff on land use matters.

14) List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.

Professional References:

1. Brent Kirk; City Manager, City of Granite Falls; PO Box 1440, Granite Falls, WA; (360) 691-6441; Client
2. Matthew "Selby"; City Administrator, City of Leavenworth; P.O. Box 287, Leavenworth, Washington, 98826; (509) 548-5275 Ext 133; Client
3. Mat Heinz; Executive Director of Parks and Recreation, Eastmont Parks & Recreation; 255 N Georgia Avenue; East Wenatchee, WA 98802; (509) 884-8015; Client

Personal References:

1. Sally Brawley; retired former Executive Director, Eastmont Parks & Recreation; 943 Briarwood Drive, East Wenatchee, WA 98802; (509) 669-7134; Former Client and Former Employer at Mission Ridge Ski Area
2. Martin Robinett; Robinett Brothers Construction LLC; 2825 Colby Avenue, Suite 304, Everett WA 98201; (425) 356-9100; Client
3. John Weston; Co-owner Westra Sports; 19013 Sound View Place, Edmonds, WA 98020; (206) 618-8058; Co-owner in Business

15) Provide each attorney's Washington State Bar Admittance Number.  
Thom H. Graafstra, WSBA No. 7099.



**Erin Lewis**  
Senior Associate  
erinl@trustedguidancelaw.com



## **EDUCATION**

*Gonzaga University School of Law*

J.D. 2007

Merit Scholarship Recipient

CALI Excellence Award received for Property 1

Member: Amnesty International Society, Woman's Law Caucus, Phi Alpha Delta Fraternity

Gonzaga in Florence, Summer 2005, Study Abroad

*Montana State University*

B.S., Sociology—Justice Studies Emphasis, 2001

Golden Key Honor Society, National Society for Collegiate Scholars, Phi Theta

Kappa Honor Society

National Dean's List

Student Government Secretary 1998-1999

Transferred from Flathead Valley Community College with A.A. degree, 1999

*Admitted to Practice in Washington 2007*

## **EMPLOYMENT**

*Thompson, Guildner, & Associates, Inc., P.S. – Senior Associate | 2022 – Present*

- Advise municipal clients on legal issues
- Draft ordinances, resolutions, and municipal code updates
- Draft, review, and advised on contracts
- Create and advise on estate plans and probate matters
- Represent clients in enforcement actions
- Draft and update business documents for clients including articles of incorporation, bylaws, and transfers of shares

*City of Oak Harbor – Assistant City Attorney | 2013 – 2021*

- Sole prosecutor for large misdemeanor caseload
- Handled entire misdemeanor case process from charging decisions to motions to bench or jury trials
- Provided legal advice to the Oak Harbor Police Department
- Provided legal advice to city departments regarding fulfilling public records requests and otherwise complying with the Public Records Act
- Handled civil forfeiture hearings

- Advised on employment issues, grievances and civil service questions and investigations

*Island County Prosecutor's Office – Deputy Prosecuting Attorney | 2008 – 2013*

- Handled therapeutic courts
- Civil paternity establishment and child support enforcement
- Solely responsible for large misdemeanor caseload
- Handled multiple misdemeanor and gross misdemeanor bench and jury trials
- Prepared offers for criminal cases; negotiated plea agreements; wrote and argued various motions
- Multiple felony trial experience

*Office of the Spokane City Prosecuting Attorney – Rule 9 Intern | 2006 – 2007*

- Handled various criminal dockets, including: first appearance, arraignments, pre-trial conference,
- show cause, and domestic violence cases
- Prepared offers for criminal cases; recommended bonds and conditions of release
- Prosecuted traffic infractions including contested accidents
- Wrote motions and supporting arguments
- Successful outcome for first domestic violence trial

*Gonzaga University Legal Assistance Clinic – Transactional Business Clinic Intern | 2006 – 2007*

- Solely responsible for caseload, including client consultations
- Drafted durable powers of attorney, health care directives, wills and trusts, release of liability
- and non-compete agreements
- Set up and assisted non-profit organizations in obtaining tax-exempt status

**ASSOCIATIONS**

Washington State Bar Association

Washington State Association of Municipal Attorneys (WSAMA)

**RESPONSES TO RFP QUESTIONS**

1) *A description of related municipal experience with agencies similar in size to City.*

Erin started her legal career as Rule 9 intern at the City of Spokane where she was responsible for reviewing new filings for probable cause and charging decisions, handling first appearances or preliminary hearings, and making requests for bail and conditions of release appropriate for the case at issue. At the Island County Prosecuting Attorney's Office, Erin was responsible for an entire misdemeanor/gross misdemeanor caseload including writing and arguing motions as well as preparing and handling jury trials and bench trials. Erin also handled juvenile court criminal matters, therapeutic courts for both adults and juveniles, paternity establishment, child support contempt actions, and mental health commitments. As Assistant City Attorney for the City of Oak Harbor, Erin was responsible for the prosecution of all misdemeanor and gross misdemeanor cases that occurred within the City limits, the prosecution of civil forfeitures related to drug crimes, and conducting training for the police department as well as advising them on legal issues and updates. Additionally, Erin handled civil service issues and advised departments on grievance

procedures and unfair labor practice issues. At our Firm, Erin serves as an assistant city attorney for multiple cities providing advice and recommendations, drafting ordinances and resolutions, reviewing contracts, and handling code enforcement. Additionally, she works with Managing Partner Emily Guildner in the Firm's robust estate planning & probate practice.

2) Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.

Erin is not aware of any conflicts at this point.

3) Describe working relationships with local, state and county elected officials, unions and police guilds, city staff, and other legal and business representatives.

Erin believes that working relationships are more than just business, that they are relationships that need to extend beyond just the completion of an immediate goal. Erin brings this philosophy to all of her client relationships. Effective and consistent communication, as well as looking at each client as an individual entity with its own unique set of strengths, is important to Erin in providing the most effective representation and service for each client.

4) Describe experience in negotiating contracts with unions and police guilds.

Erin does not have experience in this area.

5) Describe experience in working with forfeiture/seizure hearings; code enforcement/abatement; police liability issues; and changes in police policy.

As Assistant City Attorney for the City of Oak Harbor, Erin frequently provided legal updates and policy recommendations for the police department. She also handled multiple seizure hearings based on drug forfeiture. Erin has also handled dangerous dog hearings and appeals before hearing examiners. Currently, she handles code enforcement violations for multiple cities.

6) Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.

Erin stays up to date on issues that pertain to municipalities by reading new Washington State and U.S. Supreme Court cases, following the MRSC and WSAMA updates, and attending webinars on various topics pertaining to municipalities.

7) Discuss experience in working with public record requests.

Erin has experience in providing legal advice to clients on public records questions as well as actually fulfilling the requests by doing redactions and creating exemption/redaction logs. Erin works with Law Clerk Mara Powers to review redactions and produce installments to cities or the requestors as needed.

8) Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.

Erin has some experience working with Human Resource departments on various issues such as grievances and unfair labor practices.

9) *Discuss experience in working with the City on reducing liability/exposure to the City.*  
Erin has not worked with any cities regarding this specific issue, however, all advice she provides to different city clients is done with the intention of reducing the city's liability or exposure as much as possible.

10) *Discuss experience in working on land use permitting matters.*  
Erin does not have experience in this area.

11) *Discuss experience in working on public property acquisitions and public/private partnerships.*  
Erin does not have experience in this area.

12) *Discuss experience in working on state and federally funded projects.*  
When Erin was a prosecutor for the Island County Prosecutor's Office, she handled paternity establishment and child support contempt matters both of which were partially funded by the State of Washington.

13) *Discuss experience in working on land use permitting and administration matters.*  
Erin does not have experience in this area.

14) *List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.*

Professional References:

1. Matthew J. Montoya; Attorney/Owner, Island Defense; 402 N. Main St. Coupeville, WA 98239; (360) 678-5700; Former Colleague
2. Nicole Nelson; Attorney, Island Defense; 402 N. Main St. Coupeville, WA 98239; (360) 678-5700; Former Colleague
3. Ron Costeck; District Court Judge, Island County, 800 SE 8th Ave. Oak Harbor, WA, 98277; (360) 678-8223; Presiding Judge

Personal References:

1. Tamara Fundrella; Deputy Prosecuting Attorney, King County Prosecutor Attorney's Office; 1211 E Alder St. Suite 405 Seattle, WA 98122; (206) 477-3044; Friend and Former Colleague
2. Brooke Johnson; Attorney/Managing Member, North x Northwest Law Group; 2102 N 30th St. Suite A Tacoma, WA 98403; (253) 527-5150; Friend
3. Maegan Carlson; AML Program/Project Management Lead, USAA Life Company; 1 N Norterra Drive, Phoenix, AZ 85085; (480) 330-0374; Friend

15) *Provide each attorney's Washington State Bar Admittance Number.*  
Erin Marie Lewis, WSBA No. 39685.

## **F. STATEMENT OF CONTRACT COMPLIANCE**

*Thompson, Guildner & Associates, Inc., Inc.* P.S. acknowledges the requirements in the RFP:

Upon execution of a Professional Services Agreement the person/firm selected will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. The City of Arlington must be named as an additional named insured on liability policy(s) and a certificate of insurance provided for lawyers' professional policy(s).

Our Firm will comply with the stated insurance requirements and provide the certificate of insurance after engagement of the Professional Services Agreement.

## **G. COMPENSATION**

*Thompson, Guildner & Associates, Inc., P.S.* offers an hourly rate to our regular municipal clients. This allows us to make use of our paralegals, licensed legal intern, and legal investigator, and to provide the best value to our clients.

Our proposed attorney rate is \$258.00 per hour for 2024. Our legal investigator and licensed legal intern rates are \$190.00 per hour for 2024. If our paralegals or support staff are used for research, compilation and organization of data, drafting documents, or assistance in preparation of reports, the paralegal rate will be charged at \$165.00 per hour for 2024. All time shall be accounted for and billed to the tenth (1/10) of the hour for our attorneys, legal investigator, licensed legal intern, and paralegals.

These hourly rates for attorneys, legal investigator and licensed legal intern, and paralegals are valid for the year 2024. Rates will increase at a rate of three percent (3%) per annum, rounded to the nearest whole dollar amount.

Items that would require outside counsel are bond counsel and water law. We anticipate that our attorneys can provide counsel on all other aspects of municipal law.

The Firm will request reimbursement of direct expenses incurred and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, legal research fees, the cost of travel, billed one way at the hourly rate, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. The cost of travel applies to regular reoccurring meetings held at the City of Arlington's primary offices and all other travel as required during the normal course of City Attorney General Legal Services and representation. Ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

If third party costs are incurred by either the City of Arlington or our Firm, paralegals will obtain multiple quotes whenever possible to obtain a cost-effective service from third parties. Costs over \$500.00 will be discussed with, and approved by, the appropriate City representative prior to being incurred. This will ensure that there are no disputes over costs charged or incurred for the City.

Our Firm's billing system provides clear and easy to understand invoicing, with separate accounts for administrative billing, litigation billing, and public records billing. We can open as many separate accounts as needed to ensure that billing is simple for the City of Arlington representatives to apply appropriate funds. This system is paired with our straightforward rates to alleviate any uncertainty with bills received by our office.

In conclusion, we are excited about this opportunity and are confident that we can provide cost-effective and high-quality City Attorney General Legal Services to the City of Arlington.

HAND DELIVERED

August 9, 2024

Wendy Van Der Meersche  
City Clerk  
City of Arlington  
238 N. Olympic Avenue  
Arlington, WA 98223

Re: Proposal for City Attorney Legal Services

Dear Ms. Van Der Meersche:

On behalf of Ogden Murphy Wallace, P.L.L.C. ("OMW"), thank you for the opportunity to submit this proposal in response to the City of Arlington's Request for Proposals for legal services. We are excited about the opportunity to work with the City. If selected, we would work to ensure a seamless transition from your current legal counsel and integrate quickly into the City's team while providing high-quality and cost-effective services.

With offices in Seattle, Bellevue, and Wenatchee, OMW has been a part of the Pacific Northwest legal community for over 100 years. We pride ourselves on being municipal law leaders, serving a diverse group of cities and towns as general counsel and providing project-specific services to numerous other public agencies. OMW has 13 attorneys who focus primarily or exclusively on municipal law, and our city clients benefit from the collective knowledge of our Municipal Group. OMW's expertise spans the entire spectrum of municipal law issues, including Open Public Meeting Act and Public Records Act compliance, public contracting, real estate and land use, eminent domain, employment, and environmental law.

If our proposal is selected, Oskar Rey would serve as the lead attorney and primary point of contact for the City. Oskar would be supported by Emily Romanenko as Deputy City Attorney. Oskar and Emily specialize in providing municipal legal services to local jurisdictions. Between them, they currently serve as city or town attorney to Duvall, Poulsbo, and Yarrow Point and work with many other OMW municipal clients. Their experiences in a wide variety of jurisdictions has given them a deep understanding of the unique financial, staffing, and political challenges that local governments often face. Based on this, their approach is practical and solutions-oriented, and they do not "re-invent the wheel" every time a particular issue arises.

While we leverage our broad experience from working with many other jurisdictions, we purposefully tailor our advice and services to the specific needs of each client. As an example, we are currently tracking and analyzing numerous land use and zoning changes from the state legislature and advising our municipal clients how those changes impact their respective comprehensive plan updates. After that, we will assist with drafting the associated development codes changes necessary to bring their codes into compliance with the comprehensive plan changes.

OMW municipal clients also benefit from our wide range of practice areas. OMW is a multi-specialty law firm with expertise in municipal law, as well as numerous other areas, such as real estate, construction, employment law, and litigation. The breadth and depth of OMW's experience enables our firm to provide the highest quality legal services while minimizing the need for our clients to retain separate counsel at higher hourly rates. In short, we offer our municipal clients the

best of both worlds: the proficiency and efficiency of a municipal-focused legal practice, together with the resources and support of an established multi-specialty regional law firm.

OMW's municipal attorneys also share a common commitment to providing comprehensive legal and risk-management advice to all levels of government – staff, administration, councils, and commissions. We work to build relationships with the City's team so that we can help achieve the City's objectives. We actively monitor burgeoning issues at the local, state, and federal level that impact our clients and have clear and open lines of communication with staff to ensure compliance with the changing legal landscape. This proactive approach helps us stay ahead of any issues and allows us to be dynamic and responsive if a matter rises to a legal challenge or raises public attention. Additionally, since many issues are not clear-cut and involve varying degrees of risk, we see our role as outlining the potential risks associated with different strategies and helping the City understand and navigate them based on the City's risk tolerance.

As requested, OMW is submitting ten (10) copies of this proposal. Also enclosed is a thumb drive with an electronic version of the proposal that has working hyperlinks to webpages the City may find useful in evaluating this proposal. This proposal is valid for a period of ninety (90) days from the proposal closing date.

Thank you again for the opportunity to be considered by the City of Arlington for these services. We look forward to continuing the conversation about how we can provide exceptional and cost-effective legal services for Arlington.

Very truly yours,

Ogden Murphy Wallace, P.L.L.C

A handwritten signature in black ink that reads "Oskar Rey". The signature is written in a cursive, flowing style with a long, sweeping tail on the letter "y".

Oskar Rey



*Arlington*  
WASHINGTON

City Attorney- Legal Services Proposal  
August 9, 2024

OGDEN  
MURPHY  
WALLACE  
ATTORNEYS

701 Fifth Avenue, Suite 5600 Seattle, WA 98104  
Phone: 206.447.7000 | [www.omwlaw.com](http://www.omwlaw.com)

## Section A: Contact Information

Ogden Murphy Wallace, PLLC  
701 5<sup>th</sup> Ave, Suite 5600  
Seattle, WA 98104

Phone: (206) 447-7000  
Fax: (206) 447-0215

[orey@omwlaw.com](mailto:orey@omwlaw.com)  
[eromanenko@omwlaw.com](mailto:eromanenko@omwlaw.com)

## Section B: Firm Qualifications

OMW has a deep knowledge of municipal legal issues developed through decades of experience working with cities, towns, counties, and special purpose districts throughout the State of Washington and a proven track record of effectively representing jurisdictions of all sizes. We have a customer-focused commitment to providing our clients with timely and direct answers to questions, requests for services and legal guidance. We work with municipalities throughout the state, including the nearby cities of Lake Stevens, Monroe, and Mukilteo. Our commitment to client satisfaction is reflected in the longevity of our relationships—we have served as city attorney in some cities—such as Redmond, Poulsbo, and Mukilteo—for decades.

### Scope of Work

OMW can perform the full range of legal services to the City. This includes general legal advice and consultation with the Mayor, City Council, City commissions and advisory bodies, as well as individual municipal officers and employees. We assist with preparation of meeting agendas and materials, and we attend Council meetings as well as other boards and commissions meetings as desired by the City. We prepare or review ordinances, resolutions, and policies upon request. We also perform routine contract review, and we are available to represent the City in contract negotiations when desired.

As noted in more detail below, OMW has deep expertise in specialty areas in which cities frequently need assistance such as land use permitting and litigation, eminent domain, employment law, and law enforcement policies and liability. We are familiar with all aspects of real property issues commonly faced by cities, including real property transfers, easements, leases, financing, and public-private partnerships. OMW also advises the Chelan Douglas Regional Port Authority in connection with the operation and management of the Pangborn Memorial Airport, which is near Wenatchee.

All of OMW's municipal attorneys have experience representing cities in contested administrative proceedings (for example, land use permitting and code enforcement). In addition, many of OMW's municipal attorneys are experienced litigators, and OMW has litigation specialists who are available to represent cities in complex cases, such as public works contractor disputes. OMW municipal attorneys frequently work with counsel appointed by Washington Cities Insurance Authority when the need arises.

We also understand the importance of training and keeping our municipal clients abreast of legislative and case law developments. Oskar frequently trained and presented on municipal law issues while at MRSC and as an adjunct faculty member at the Seattle University School of Law. Emily also provides land use law presentations to the Department of Commerce's Short Course for

Washington Planners as well as public records trainings with MRSC. OMW is proactive about alerting its municipal clients to important legal developments and offering training opportunities when significant changes occur.

### **OMW's Municipal Expertise**

The following practice descriptions address the practice areas identified in Section VI.E of the RFP:

#### [Municipal Experience in Snohomish County and with Similarly Sized Jurisdictions](#)

OMW serves as legal counsel to over 30 different cities and towns. As noted above, we have specific experience serving communities in Snohomish County, as we serve as City Attorney to Monroe (population 20,830), Lake Stevens (population 41,540), and Mukilteo (population 21,590). Oskar is the City Attorney for Duvall (population 8,500), and Emily is the City Attorney for Poulsbo (population 13,010). OMW represents numerous cities outside Snohomish County that are of comparable size to Arlington, including Bainbridge Island (population 25,330) and Tukwila (population 22,930).

We also serve other cities of similar size to Arlington on a special counsel basis for land use, public works, Public Records Act, and related municipal issues. While comparably sized cities can face similar issues, we understand that each city has its own unique complexities, and we leverage our experience where appropriate while tailoring our approach when needed to respond to each client's individual needs and goals.

#### [Collaborative Working Relationships](#)

Oskar and Emily both value and prioritize the collaborative nature of municipal law. We regularly work with all manner of municipal stakeholders including residents, business representatives, consultants, developers, unions, opposing legal counsel, city staff, and, of course, elected officials. Additionally, we regularly work with insurance-appointed legal counsel, bond counsel, and other specialty legal counsel as needed. We believe that a collaborative approach with clear lines of communication are best practices, and we implement those practices when working with other consultants, resident and business stakeholders, and elected officials. Additionally, at MRSC, Oskar worked with and provided training to a wide range of Washington local government employees and officials and is able to quickly synthesize different viewpoints as well as strategically collaborate to facilitate and achieve his client's goals.

#### [Employment Law; Union Negotiations; Advocacy](#)

OMW's Employment and Labor Law Group is a leader in employment law and workplace relations in the Pacific Northwest, primarily due to our emphasis on preventive practices such as workplace investigations, training, policy development and implementation, and alternate dispute resolution. The Employment and Labor Law Group includes Karen Sutherland, Jennifer Berry, Kari Sand, and Julie Norton. OMW provides advice on all aspects of employment law to our public sector clients, including employee and supervisor trainings, negotiations with employee bargaining representatives and the drafting and implementation of labor contracts, as well as defending our public sector clients in agency proceedings such as EEOC complaints and PERC proceedings, and assisting them in risk management decisions to avoid litigation. We represent our public sector clients in grievance arbitrations, interest arbitrations, and in lawsuits regarding labor and employment issues in state and federal court.

### [Forfeiture/Seizure hearings; Police Liability Issues; Police Policy](#)

OMW attorneys are experienced in civil forfeitures, including real property forfeiture. Our attorneys have advised on seizures and forfeiture of personal property, real property and currency, pursuant to RCW 69.50.505. This has included seizure and forfeitures of homes, boats, motor vehicles, and currency in excess of \$200,000.

### [Code Enforcement and Nuisance Abatement](#)

We routinely work with clients to resolve code enforcement problems and conduct nuisance abatement. Successful code enforcement requires being proactive and communicative, and our office works closely with code enforcement officers and residents to find a way forward to bring properties into code compliance. Oskar and Emily both have expertise in writing warning letters, voluntary compliance agreements, and notices of violation. When voluntary compliance is not achieved, we have successfully adjudicated code enforcement and nuisance abatement matters at the administrative (Hearing Examiner), superior court, and appellate levels.

### [Monitoring Law and Regulatory Changes](#)

OMW monitors, reviews, and analyzes the impacts of state and federal regulations that may impact our municipal clients. This includes employment issues, telecommunications issues, and transportation issues. Our substantive knowledge and deep subject matter expertise on all manner of municipal issues ensures that we can provide early warnings that protects our clients' interests while ensuring compliance with local, state and federal law. For example, Emily advises on Federal Communications Commission orders regarding small wireless facilities, cable franchises, necessary code updates, and general telecommunications regulations compliance. This work requires assimilating information quickly and working collaboratively with a variety of stakeholders (residents, city councilmembers, wireless industry stakeholders, and city staff) to navigate compliance with federal telecommunications regulations. Additionally, OMW attorneys have experience providing special counsel services to Chelan Douglas Regional Port Authority with respect to operations at Pangborn Memorial Airport, including compliance with Federal Aviation Administration regulations.

### [Public Records Act](#)

We assist our clients daily with Public Records Act compliance, whether advising on the requirements for timelines and responses or assisting with the many exemptions from disclosure found within the PRA and other laws. We assist clients with crafting public records policies and procedures, redacting records, and preparing exemption logs. Emily and Oskar have both provided periodic training for local government staff, which we recommend to ensure effective customer service and to reduce the likelihood of penalties stemming from an inadvertent mistake. In the event of legal challenges arising out of the record disclosure process, our attorneys can assist with defense or mitigation as appropriate. A recent example includes [Ekelmann v. City of Poulsbo](#), 22 Wash. App. 2d 798, 513 P.3d 840 (2022) in which Poulsbo successfully argued that real estate appraisal records used for property acquisition in connection with a public works project were exempt from disclosure under the Public Records Act. The City of Poulsbo was represented by OMW attorney [Kari Lester](#).

### [Risk Assessment and Tort Law](#)

OMW routinely provides risk management services to our municipal clients to effectively manage risk exposure based on the client's risk appetite in each situation. Not all risks are equal, but we are able to assist our clients with identifying, evaluating, analyzing, and mitigating day-to-day and complex risks to ensure the client's success. We typically advise our clients to take a balanced risk approach, where potential negative impacts and completion of city goals and objectives are given equal consideration. For example, we carefully review and suggest revisions to contract provisions to effectively reduce a client's exposure to liability and manage risk. Regardless of a client's particular risk appetite, we recognize our role as advisors, not decision-makers. Additionally, Oskar and Emily are both familiar with the insurance pools and insurance requirements for municipal entities, and they both have experience working with Washington risk-pools, such as the Washington Cities Insurance Authority and the Association of Washington Cities Risk Management Service Agency.

### [Land Use and Environmental Law](#)

Our firm is uniquely qualified to assist the City with land use matters and disputes. Oskar and Emily are well-versed in all aspects of Washington law related to zoning, planning, and project permitting, with detailed knowledge of the State Environmental Policy Act, the Growth Management Act, the Planning Enabling Act, the Land Use Petition Act, Washington's subdivision statute, the Shoreline Management Act, the Regulatory Reform statute, the Appearance of Fairness Doctrine, and all other laws governing land use, development, and environmental regulations in local communities. Additionally, we and our OMW colleagues have represented municipalities in land use litigation at every level of the state and federal judiciary, including the United States Supreme Court. We also have successfully defended local land use decisions and zoning actions before a variety of administrative tribunals, including hearing examiners, the Growth Management Hearings Board, the Pollution Control Hearings Board, and the Shoreline Hearings Board. Emily and Oskar are also currently advising a number of our clients on their periodic Comprehensive Plan updates and associated municipal code amendments.

### [Real Property, Eminent Domain, and Airports](#)

OMW's real estate practice is diverse and entails many related disciplines. We have significant expertise in land use planning and governmental regulations pertaining to the use and development of real estate. The firm's attorneys act as advisors to buyers and sellers of commercial property, developed and undeveloped, and negotiate and prepare purchase and sale and financing documents. OMW attorneys are also well-versed in environmental indemnities relating to real property transactions. Our attorneys have drafted numerous easements, licenses, and other non-fee interests in real property and have advised property owners concerning existing encumbrances.

Attorneys in OMW's Wenatchee office have worked extensively with Chelan Douglas Regional Port Authority in the development and management of its industrial properties, including Pangborn Memorial Airport, since 1985. The experience includes drafting a multitude of leases for a variety of tenants with a variety of different needs and a variety of different commitments by the Port District as landlord. Leases have been with both large and small tenants and the terms have varied significantly depending on the specific needs of individual tenants, although lease formats have been developed as starting points.

OMW's municipal attorneys have extensive experience representing government agencies in eminent domain proceedings. When negotiation fails to secure the acquisition of real property, we

have brought successful condemnation actions for the cities and special purpose districts we represent.

#### [Council, Boards, and Commission Meetings; OPMA Compliance](#)

Attending city council meetings is an important aspect of municipal law practice. Oskar and Emily are all very familiar with the legal requirements of the Open Public Meetings Act, relevant parliamentary procedures, Council Rules of Procedure, Boards and Commissions bylaws, and the executive/legislative division of responsibility under state law. Our land use expertise is also helpful to clients with quasi-judicial public hearings. We help facilitate orderly, productive public meetings for our client cities and their staff.

#### [Contracts and Interlocal Agreements](#)

Our attorneys recognize that every contract memorializes our client's legal relationship with a third party, and we review all aspects of each proposed agreement to ensure that the client's legal interests will be adequately protected. Our attorneys are familiar with the legal requirements governing competitive bidding, contracting with professional service providers, and procurement of equipment and materials. We also routinely prepare interlocal agreements spanning a broad range of issues such as shared municipal services and joint financing programs.

#### [Ordinances and Resolutions](#)

A critical function of municipal government is the development and implementation of local legislation. Each of our municipal attorneys review and draft ordinances and resolutions and agenda bills, as needed, as part of our daily practice. We are aware of the legal form requirements for these documents, and our substantive understanding of municipal law enables us to assist clients in crafting clear, concise, well-organized ordinances and resolutions that will effectively advance the legislative intent of the city council. Our approach to preparing local legislation is to verify that a particular document is defensible in both form and substance.

#### [Public Works; Procurement; Financing Capital Projects; Public-Private Development](#)

We have extensive experience with all sizes and types of public works matters, including bidding and award procedures, construction, utilities and franchise agreements, transportation and capital improvement plans, streets, and stormwater management. We routinely counsel cities on matters involving the design, construction, operation, and maintenance of public works projects. Emily assists cities in state competitive bidding, solicitation, and purchasing laws, as well as local procurement policies. Our public works clients routinely call on us to consult on complex matters involving property rights, asset transfers, and utility franchising. We also have unique expertise in Utility Local Improvement Districts (ULIDs) and assessments, latecomer agreements, and other means and methods of constructing and financing necessary municipal infrastructure.

Additionally, our attorneys have participated in major design/build projects such as the Edmonds Public Safety Building, Mill Creek Town Center, Poulsbo City Hall, Redmond City Hall, the Redmond Senior Center, and the Redmond Public Safety Building. We assisted throughout the process as Edmonds and Monroe upgraded their sewer treatment plants. We have also advised on innovative public/private partnerships such as the construction of a fire station in Lynwood as a part of the Gilman Village development and the construction of public facilities in the City of Monroe's North Kelsey project. We have assisted our clients with projects using alternative public works contracting

procedures, including the design-build and general contractor/construction manager procedures authorized by chapter 39.10 RCW.

### Litigation

Our firm's goal is to act proactively to avoid disputes or to work toward resolution before the litigation stage is reached when possible. If litigation becomes necessary, we are ready to vigorously protect your interests. Our lawyers have successfully represented municipalities before a host of courts and administrative tribunals. The range of legal issues implicated in these proceedings is broad, and includes land use permitting and zoning, SEPA determinations, eminent domain, annexation, personnel matters, public records disclosure, public works matters, code enforcement, public nuisance abatement, initiative and referendum matters, homeless encampments, gambling ordinances, takings, and substantive due process challenges, among others. For example, OMW recently obtained a successful outcome for the City of Snoqualmie in C.A. Carey Corp. v. City of Snoqualmie, 29 Wn.App.2d 890, 547 P.3d 247 (Feb. 20, 2024) (public works contractor claim against city was dismissed for failure to comply with contract notice and protest provisions; city was awarded reasonable attorney fees). The City of Snoqualmie was represented by OMW attorneys Athan Tramountanas and Cynthia Park.

### Tax Matters

We have advised many cities in state and local tax issues, including municipal code updates, audits and enforcement actions. For example, OMW recently won a published Washington Court of Appeals case, TracFone, Inc. v. City of Renton, 547 P.3d 902 (Wash. Ct. App. 2024), in which the court agreed that a business that buys wireless airtime from network carriers and resells it at wholesale and retail is subject to the City's utility tax.

### Utilities; Right of Way Management; Telecommunications

Our depth of experience extends to assisting our municipal clients in all aspects of right-of-way management, including utilities and telecommunication issues. We have guided clients in the formation and operation of local water, sewer, and stormwater utilities. Our attorneys routinely handle a wide range of utility-related matters, including easement acquisition, utility billing and collection, local improvement district formation, and rate-setting, both city-owned utility matters, as well as issues relating to other private or publicly owned utilities.

Oskar and Emily have both advised numerous cities on right-of-way management issues related to cable television, telecommunications, and electric and natural gas utilities. They regularly draft and negotiate franchises and co-location agreements for use of city property and streets. Emily has specific and extensive expertise in preparing site-lease agreements for placement of wireless communication facilities; as well as drafting and negotiating other agreements and documents relating to the use and protection of public rights-of-way and other city owned property. Oskar and Emily have negotiated natural gas and electric power franchises; cable television franchises; fiber-optic broadband agreements; water and sewer franchises; and telecommunication equipment leases for cities such as Sammamish, Tukwila, Poulsbo, Milton, Monroe, Lake Stevens, Duvall, Kirkland, and Redmond.

## Section C: References

### Oskar Rey--Professional References

#### **Cynthia McNabb, City Administrator**

City of Duvall  
P.O. Box 1300  
Duvall, WA 98019  
(425) 788-1185 | [cynthia.mcnabb@duvallwa.gov](mailto:cynthia.mcnabb@duvallwa.gov)

Ms. McNabb works with Oskar, who handles the City's range of day-to-day legal needs in his capacity as City Attorney. Oskar also attends Council meetings, board and commission meetings as necessary, and represents the City in litigation and administrative proceedings.

#### **Flannary Collins, Managing Attorney**

Municipal Research and Services Center  
1712 6<sup>th</sup> Avenue, Suite 100  
PMB 1330, Tacoma, WA 98405  
(206) 625-1300 x116 | [fcollins@mrsc.org](mailto:fcollins@mrsc.org)

Ms. Collins is the Managing Attorney at MRSC and is familiar with all aspects of Oskar's work at MRSC.

#### **Matthew Ellsworth, Executive Director**

Association of Washington Public Hospital Districts (AWPHD)  
999 Third Avenue, Suite 1400  
Seattle, WA 98104  
(206) 281-7211 | [matte@awphd.org](mailto:matte@awphd.org)

Oskar was the MRSC contract liaison with AWPHD and provided legal inquiry services to AWPHD and its members. Oskar also provided webinars and in-person training at AWPHD conferences on legal issues facing public hospital districts.

### Oskar Rey—Personal References

#### **Zachariah MacIntyre, Director of Music**

Lincoln High School (Seattle)  
4400 Interlake Ave. N.  
Seattle, WA 98103  
(253) 209-8238 | [zmacintyre@gmail.com](mailto:zmacintyre@gmail.com)

Oskar served on the Board of the Lincoln High School PTSA and chaired Performing Arts Lincoln, which supported the school music and drama programs.

#### **Trent Siegel, Scouting Volunteer**

8559 Densmore Ave. N.  
Seattle, WA 98103  
(206) 909-8438 | [t.siegel@comcast.net](mailto:t.siegel@comcast.net)

Trent and Oskar volunteered together in their children's scouting organizations. Oskar served as the Cubmaster of Cub Pack 161 and volunteered in various capacities in Troop 166 in North Seattle.

**Robin Jenkinson, City Attorney (retired)**

2553 Second Ave. W.  
Seattle, WA 98119  
(206) 459-0934 | [robinsjenkinson@msn.com](mailto:robinsjenkinson@msn.com)

Robin was the City Attorney for Tacoma and then Kirkland until her retirement in 2016. Oskar and Robin worked together at the City of Kirkland from 2005 to 2016 and have been friends ever since.

**Emily Romanenko—Professional References**

**Becky Erickson**

City of Poulsbo Mayor  
200 Moe Street  
Poulsbo, WA 98370  
360-394-9700 | [berickson@cityofpoulsbo.com](mailto:berickson@cityofpoulsbo.com)

Mayor Erickson currently works with Emily, who handles the City’s complete range of day-to-day legal needs in her capacity as City Attorney. Emily also attends Council meetings, board and commission sessions, and offers advice on land use planning, parks and recreation risk management, public works contracting, and litigation strategy.

**Nora Gierloff**

City of Tukwila Director of Community Development  
6200 Southcenter Boulevard, Tukwila, WA 98188  
(206) 431-3686 | [nora.gierloff@tukwilawa.gov](mailto:nora.gierloff@tukwilawa.gov)

Ms. Gierloff currently works with Emily on numerous land use planning and projects.

**Katy Kinney Harris**

Town of Yarrow Point Mayor  
4030 95<sup>th</sup> Ave NE Yarrow Point, WA  
(425) 786-6099 | [mayor@yarrowpointwa.gov](mailto:mayor@yarrowpointwa.gov)

Mayor Harris currently works with Emily, who handles the Town’s complete range of day-to-day legal needs in her capacity as Town Attorney. Emily also attends Council meetings, board and commission sessions, and advises on land use planning and litigation matters.

**Emily Romanenko—Personal References**

**Val Fairwell – Mentor**

Managing Corporate Counsel  
T-Mobile, Inc.  
3625 132nd Ave SE, Bellevue, WA 98006  
(206) 966-1932 | [Valerie.fairwell@t-mobile.com](mailto:Valerie.fairwell@t-mobile.com)

Val and Emily both participated in Washington Women Attorney’s, King County Chapter, networking event in 2015 while Emily was in law school. Val became Emily’s mentor and they have been friends since.

**Mona Green – Former Colleague**

Bellevue, WA  
(425) 890-2197 | [jmhgreen@comcast.net](mailto:jmhgreen@comcast.net)

Mona first met Emily in 2018 while Mona was the Town Planner at Yarrow Point. Mona retired from her position with the Town in 2022 but they have remained friends since then.

**Anela Ramic – Law School Classmate**

Senior Deputy Prosecutor  
King County Prosecutor’s Office  
500 4<sup>th</sup> Avenue, Suite 900  
Seattle, WA 98104  
(206) 650-1270 | [Anelaramic@live.com](mailto:Anelaramic@live.com)

Anela and Emily were in the same LSAT prep class together in 2013 and then ended up in the same section as 1L’s at law school. They have been friends since law school began in 2014.

**Section D: Provision of Legal Services**

**Method of Service Delivery**

Our goal is to provide practical, solution-oriented, and cost-effective legal services to the City. We understand the importance of learning about and listening to our clients. This is especially true for a position where, as here, the current City attorney has served in that role for 35 years. Change may be inevitable, but if selected, we will work hard to make the transition as seamless as possible.

We will be flexible when working with the City to determine how best to provide general legal services. This Proposal contains our initial thoughts on how OMW would provide legal services—it is the starting point for a more detailed discussion on how OMW can best meet the City’s legal needs. We are excited about the prospects of having that dialog.

OMW is proposing a core team of Oskar and Emily. The intent for a two-person team is to ensure the City is fully staffed at all times and because Oskar and Emily bring a complimentary and unique skillset to providing legal services. This allows OMW to better serve Arlington’s needs and functions given the diversity of the City’s departments and staff. It also provides for greater continuity at times when one person is unavailable.

Our firm’s responsiveness to the needs of our clients is a point of professional pride for our attorneys. As your lead attorneys, Oskar and Emily will be available via email, text, cell, or fax. Additionally, Oskar will be available to provide coverage for all regularly scheduled City Council meetings, as well as all other scheduled meetings where legal counsel attendance is requested. While our office is located in Seattle, we are comfortable attending and participating in meetings in-person, or via Zoom or Teams, and can use these tools to effectively and efficiently participate in Council and/or staff meetings without the need for travel time.

If desired, Oskar and Emily can schedule alternating in-person office hours for a portion of each Monday to better serve the City’s needs. Monday office hours coincide with Council meetings if the City wants in-person attendance from either Oskar or Emily. In the unlikely event of Oskar’s and Emily’s unavailability for meetings due to illness, vacation, or trials, another OMW municipal attorney will be available to provide coverage.

## Philosophy and Approach

Our philosophy is to provide our clients with the highest quality legal services at a reasonable price. We recognize that municipalities, particularly under today's economic circumstances, must receive efficient and effective representation on a fixed annual budget. We work with our clients to help them utilize our services efficiently and manage legal services to stay within their means.

Part of that process involves customizing our work to align with the City's needs and preferences. We take into account staff levels, budget constraints, types of projects, and stakeholder expectations when prioritizing projects that we are tasked with. We believe consistent, clear, and open communication between the City and the City Attorney is critical to ensuring we are correctly prioritizing the City's needs, and we will listen carefully and actively so we can proactively assist the City in achieving its goals.

Finally, because Oskar and Emily exclusively provide services to public entities, we recognize the importance of adhering to the City's legal budget and endeavor to stay within that. We have experience and success in containing legal fees through tracking hours on projects, appropriate delegation of work, and managing client risk to avoid lengthy and costly litigation and disputes.

## Addressing Conflicts of Interest

Attorneys in the OMW Municipal Department primarily represent cities and other public agencies. Although we very rarely encounter client conflicts, we carefully screen all matters to ensure we do not take on conflicting relationships. As noted above, we currently provide city attorney services to a variety of jurisdictions in Snohomish County, but we are not aware of any current (actual or potential) conflicts with those current clients and the City of Arlington. In event Arlington were to develop conflicting interests in a matter involving any of our existing clients, we would consult with the administrations of both agencies and implement ethical screens where appropriate between the attorneys working for Arlington and those working for the other clients.

## Section E: Proposed City Attorney Team

### Proposed City Attorney Team

We propose that, if selected, **Oskar Rey** will serve as the City Attorney and **Emily Romanenko** will serve as the Deputy City Attorney. Oskar and Emily will be the primary points of contact for the City. Oskar and Emily may delegate work to OMW associate attorneys when it is desirable and cost effective to do so. If selected, we would seek further discussion with the City about its preferences in this regard. In addition, we would seek dialog on how best to provide legal services with respect to Arlington Municipal Airport. We have several attorneys in the OMW Wenatchee Office with airport expertise, and we look forward to hearing more about we can best meet the City's needs.

A significant benefit of retaining our firm is our ability to employ an integrated approach to client representation, drawing upon the expertise of numerous attorneys from our Employment, Construction, Tax, Business, and Litigation practice groups when a particular legal issue requires specialized knowledge or experience in those areas. We propose to utilize these other attorneys, with the City's advance consent, to provide practical and cost-effective legal services.

**Oskar Rey's (Member, WA Bar No. 21990)** experience includes the following:

- Serving as City Attorney for the City of Duvall.
- Serving as in-house Assistant City Attorney for the City of Kirkland from 2005 to 2016.
- Advising all types of Washington local governments as an MRSC legal consultant from 2016 to February 2024.
- Providing training and presentations on the Public Records Act, the Open Public Meetings Act, and a variety of other municipal law topics including governance, ethics, and conflicts of interest.
- Writing topical articles on current legal issues, such as:
  - "When Hate Comes to Town: Addressing Racist and Anti-Semitic Public Comment at Meetings," MRSC blog article, November 6, 2023.
  - "Why Are There so Many Types of Cities and Counties? A Guide to Municipal Classifications and Forms of Government," MRSC blog article, September 6, 2022.
  - "Speaking Versus Regulating — The Government Speech Doctrine," MRSC blog article, May 31, 2022.
- Teaching municipal law at Seattle University School of Law.

Oskar emphasizes building strong working relationships with the employees and officials at the clients he represents. He maintains an open-door policy to ensure that potential problems can be addressed while they are still manageable, and seeks to provide direct and digestible legal advice. Oskar has practiced municipal law for over 30 years, and you can view his complete bio here: <https://www.omwlaw.com/people/oskar-rey>.

**Emily Romanenko's (Member, WA Bar No. 52800)** experience includes the following:

- Serving as Town Attorney for Yarrow Point and City Attorney for Poulsbo.
- Serving as Assistant City Attorney for Sammamish and Tukwila.
- Advising in all areas of local government and municipal issues.
- Drafting all manner of ordinances, codes, contracts, bid documents, and policies.
- Successfully collaborating with city staff, residents, business owners, elected officials, other consultants, and opposing counsel to achieve cities' goals.
- Preparing and delivering presentations on a variety of municipal topics including the initiative and referendum process, land use planning, and public records.

These roles and experiences enable Emily to quickly recognize issues, evaluate the range of options and solutions, and advise on best course of action in consultation with City Staff. Emily has practiced municipal law since 2017 and you can view her complete bio here: <https://www.omwlaw.com/people/emily-romanenko>.

## **Section F: Statement of Contract Compliance**

Upon execution of a Professional Services Agreement with the City, OMW will provide proof of comprehensive insurance sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. The City of Arlington will be named as an additional named insured on liability policy(s) and OMW will provide a certificate of insurance provided for lawyers' professional policy(s).

## Section G: Proposed Fee Structure

Our proposed rates are highly competitive with other regional law firms with municipal practices. Additionally, OMW's goal is to effectively manage legal services to achieve overall cost savings for the City. Based on our service model, we propose providing general legal services at a standard hourly rate arrangement, which will increase by 4% effective January 1st each year beginning on January 1, 2026.

### 2025 Hourly Billing Rates:

**General Services** (meeting attendance, ordinance and resolution drafting, routine consultations, and all work not defined as "Specialty Services" below)

Member	\$330/hour
Associate	\$275/hour
Paralegal	\$190/hour

**Specialty Services** (complex real estate transactions, contested land use proceedings, franchise agreements, and litigation)

Member	\$375/hour
Associate	\$285/hour
Paralegal	\$230/hour

### Travel Time

Travel time for City-related business will be billed at applicable hourly rates discounted by \$75/hour.

### Miscellaneous Expenses

The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated in OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, legal messenger service, copying, postage, computer-aided legal research when conducted on behalf of the City, and parking. Other expenses shall be reimbursed when authorized in advance by the City.

### Billing Format

OMW will invoice the City monthly for services performed. Each invoice will identify the service provided; the date; the professional providing the service; the time expended, measures in tenth-of-an-hour increments; and a billing narrative phrased with appropriate sensitivity in order to protect the attorney/client privilege. Consistent with these general parameters, OMW will work cooperatively with the City to develop and implement a specific billing and invoicing framework that meets the City's needs. At the City's preference, individual billing numbers can be established for each department, as well as for any specialty matter (e.g. litigation, contract negotiations, etc.) that arises.

August 8, 2024

Ms. Wendy Van Der Meersche, City Clerk  
City of Arlington  
238 N. Olympic Ave.  
Arlington, Washington 98223

Re: Response to Request for Proposals for City Attorney Services

Dear Ms. Van Der Meersche:

Thank you for the opportunity to respond to the City of Arlington's Request for Proposals for City Attorney Services. Our firm stands ready to provide an exceptional team and an outstanding level of client service to the City. Please consider the following information about our firm, our qualifications, and our experience as municipal attorneys:

#### I. GENERAL INFORMATION

Kenyon Disend, PLLC was founded in 1993 for the express purpose of serving Washington cities. Over the years, we have proudly served as city attorneys and special counsel to dozens of cities, as well as select counties and other public agencies.

We devote our practice exclusively to municipal law services. We do not represent developers or others who take positions adverse to cities. We never have, and we never will.

Our firm currently serves as city attorneys for the Cities of Aberdeen, Cle Elum, Fircrest, Lynnwood, Mountlake Terrace, North Bend, Oak Harbor, Ocean Shores, Othello, Port Townsend, Roy, South Bend, Sultan, and Washougal, and for the Towns of Friday Harbor and Skykomish.

We also provide special counsel services, including litigation, eminent domain, land use, shoreline permitting, public works, code enforcement, annexations, Growth Management Act (GMA) compliance, labor and employment including proceedings before the Public Employment Relations Commission (PERC), telecommunications and cable franchises, public records, open meetings, public contracting, forfeiture hearing examiner services, and a wide variety of other legal

services. Our current and recent clients for special counsel services include Bainbridge Island, Bellevue, Burien, Eastside Fire and Rescue, Kirkland, La Conner, La Conner Regional Library District, Lacey, Lakewood, Municipal Research & Services Center (MRSC), Olympia, Orting, Port Angeles, Renton, Ridgefield, Sammamish, Shoreline, Sno-Isle Libraries District, Si View Metropolitan Park District, Stevens County, Sumner, Tacoma, Tenino, Tukwila, Tumwater, and the Washington State Bar Association (WSBA).

Our firm's foundation is public service, delivered with integrity, accountability, and excellence. In providing that service, our firm has been committed for 30 years to three Core Values: Access, Timeliness of Response, and Value.

➤ Access. Our accessibility has always been a hallmark of our service excellence. In the early days of our firm, before the advent of the internet and cell phones, we outfitted our attorneys and staff with pagers in order to enhance our accessibility – a rare service at that time. Our commitment to ready access has long included the use of the most current technology to connect with our clients. All of our attorneys, and all of our valued staff, work full-time on municipal law issues.

➤ Timeliness of Response. We provide timely, thorough responses to legal issues facing our clients. We move quickly to solve problems efficiently. We work with our clients to determine necessary deadlines in advance, and then ensure that our work product is delivered on time.

➤ Value. Simply stated, you can count on us to deliver high-quality municipal legal services for a reasonable fee. We're honest, plain spoken, and reliable.

## II. QUALIFICATIONS AND EXPERIENCE

This firm exists solely to provide timely, professional, and comprehensive legal services to Washington cities and other public agencies. In addition to the general information about our experience described in Section I above, please consider the following representative sample of our current and more recent services, which include:

A. Municipal Legal Advice. We currently provide these services on an exclusive basis to 16 cities and towns, and to many others as special counsel. Our experience includes advice and counsel to mayors and city managers, city councils, planning commissions, civil service commissions, parks boards, and many other boards and commissions. In addition, our service regularly entails advice and counsel to all city departments and managers. On a daily basis, our firm also prepares and reviews ordinances, resolutions, contracts, interlocal agreements and other city documents. We routinely coordinate with other associated special counsel, including counsel assigned by a city's insurer as well.

B. Litigation. In addition to our regular general counsel services, we also regularly represent municipalities in litigation; recently, we have served as lead counsel in the following cases involving general municipal issues:

- *Thurston County v. Cities of Olympia, Lacey, Tumwater, Yelm and Tenino*, 193 Wn.2d 102, 440 P.3d 988. Thurston County sued all of the incorporated cities in the County for medical costs incurred by felony inmates arrested by City police officers and held in the County jail. An Attorney General Opinion expressly declared that the Cities were responsible for those medical costs. If Thurston County had prevailed, all cities in the state would have been responsible for felony inmate jail costs. We prevailed on summary judgment in the trial court, convincing the court to reject the Attorney General Opinion. On direct review bypassing the Court of Appeals, the Supreme Court affirmed the summary judgment order that we obtained on behalf of the cities.

- *Primm v. Medina*, 160 Wn.2d 268, 157 P.3d 379. In a case where the Washington Supreme Court on its own motion removed this case from the Court of Appeals in order to rule directly, we overcame legislative and legal opposition from the Washington State Board for Judicial Administration to successfully convince the Supreme Court that Washington cities had the authority to work together to conduct municipal court services by interlocal agreement, a benefit that North Bend now enjoys under its interlocal agreement with Issaquah.

- *Tukwila School District v. Tukwila*, 140 Wn. App. 735, 167 P.3d 1167. We successfully defended Tukwila in a matter challenging the validity of the City's stormwater utility general facility charges and rates. Until the Court of Appeals affirmed Tukwila's position, this case had been widely viewed as a precursor to challenges state-wide to the continued existence of stormwater utilities.

C. Land Use. Our practice involves detailed analysis and counsel on land use matters on a daily basis. We frequently advise and guide city councils, planning agencies, and staff throughout the review and adoption of planning documents and development regulations, and in the full spectrum of land use and development permit application processes. We have wide and deep knowledge and experience working with SEPA, the Growth Management Act, the Shoreline Management Act, zoning codes, and other key statutes and regulations. The firm has successfully handled numerous matters before the Growth Management Hearings Board, the Shoreline Hearing Board, the Pollution Control Hearings Board, and other state appellate boards, as well as LUPA cases in counties around the state.

The firm has been responsible for the conduct of more than 75 contested land use matters over the past several years. A representative—but by no means exhaustive—sampling includes:

- *Futurewise v. City of Ridgefield, et al.*, Court of Appeals No. 50406-5-II. We served as counsel to the City of Ridgefield, successfully resisting a challenge from Futurewise seeking to overturn the City's annexation and upzoning of 111 acres.

- *Clark County v. Friends of Clark County, et al.*, Court of Appeals Consolidated Nos. 50847-8-II and 51745-1-II. We also represented the City of Ridgefield in a case involving amendments to Clark County’s Comprehensive Plan. The Court of Appeals agreed with the City’s argument, and reversed the Growth Management Hearings Board’s earlier decision.

- *Miller v. City of Sammamish*, 9 Wn. App.2d 861, 447 P.3d 593. We prevailed before the hearing examiner, superior court, and Division One of the Court of Appeals, successfully defending a City of Sammamish code enforcement action against homeowners who had systematically filled in and destroyed regulated wetlands on their property. In a unanimous published decision, Division One of the Court of Appeals affirmed the City’s \$15,000 penalty for environmental damage, as well as additional daily penalties, rejecting multiple constitutional and other defenses raised by the property owners.

- *Kinderace, LLC, v. City of Sammamish*, 194 Wn. App. 835, 379 P.3d 135, *cert denied*, 137 S. Ct. 2338, 198 L.Ed.2d 755. In this case, we successfully defended the City’s denial of a Reasonable Use Exception (RUE) for a parcel encumbered by a stream and its buffers. The property owner had previously utilized a portion of the parcel as a storm water detention pond to serve commercial development on an adjoining parcel, and sought to use the remainder after approval of a boundary line adjustment. The developer appealed the RUE denial under LUPA, and also filed a separate “takings” lawsuit. We successfully defended the City’s position before the Hearing Examiner, the King County Superior Court, the Court of Appeals, the Washington State Supreme Court, and the United States Supreme Court.

- *Neighbors Against Annexation v. Snohomish County Boundary Review Board*, Court of Appeals No. 76936-7-I. A community organization challenged the annexation by the City of Sultan of 80 acres of property. We assisted the City with the annexation itself, and represented the City in the successful defense of the community organization’s appeals, first to the Boundary Review Board, then in superior court, and ultimately in the Court of Appeals.

- *Heller v. Bellevue*, 147 Wn. App. 46, 194 P.3d 264. We defended a City stop-work order issued to halt work on a commercial remodel in excess of that allowed by the applicable building code. We assumed the City’s defense on appeal, after the trial court had granted the property owner’s LUPA petition invalidating the stop-work order. On appeal, we persuaded the Court of Appeals to reverse the trial court’s erroneous ruling, and obtained a published decision reaffirming cities’ rights to invalidate improperly granted building permit amendments.

D. Eminent Domain and Right of Way Acquisition. Over the recent past, we have been involved in the acquisition of dozens of properties by successful negotiation, and dozens more by eminent domain litigation. Representative recent cases include:

- *City of Sammamish v. Titcomb*, 25 Wn. App. 2d 820, 525 P.3d 973. The Kenyon Disend team represented the City of Sammamish in a controversial eminent domain action involving a salmon-bearing stream flowing under a private residence. The City sought to alter the stream's flow to improve upstream roadway conditions and preserve salmon habitat as required by State law. After the Superior Court denied the City's motion for an order adjudicating public use and necessity, the City appealed. Kenyon Disend successfully persuaded a unanimous Division One of the Court of Appeals, through extensive briefing and at oral argument, to overturn the Superior Court and find that the property was in fact being condemned for a necessary public use.

- *Tumwater - Capitol Boulevard & Trospen Road Intersection Improvements Project*. We worked with the City of Tumwater to assist with more than a dozen negotiated right-of-way acquisitions and related petitions in eminent domain necessary for construction of an important Thurston County transportation improvement project.

- *Kirkland Fire Station 24 Project*. In a unanimous decision in favor of the City of Kirkland, the Court of Appeals affirmed the trial court's adjudication of public use and necessity related to property acquired through eminent domain for use as a new fire station and fire training facility. The Washington State Supreme Court unanimously denied the subsequent Petition for Review filed by a national drug store chain that vigorously opposed the site selected by the City Council for the new fire station.

- *Bellevue NE 4<sup>th</sup> Extension Improvements*. We represented the City of Bellevue regarding this important transportation improvement project that involved acquisitions in eminent domain from several significant commercial property owners, including Best Buy, Home Depot, the Port of Seattle, Sound Transit, and Burlington Northern Railroad.

- *Bellevue 120<sup>th</sup> Avenue NE Improvements*. We successfully represented the City of Bellevue in completing the Phase 1 and Phase 2 acquisitions for a substantial project complementing the NE 4<sup>th</sup> Extension described above. These acquisitions involved multiple petitions in eminent domain impacting operating commercial and retail properties, including luxury auto dealerships and fully developed office parks.

E. Employment Law. Our firm has substantial experience with employment litigation, employment investigations (e.g., workplace harassment complaints), union negotiations and representation petitions, grievance and disciplinary matters, PERC hearings, and Civil Service Commission matters. As city attorneys and special counsel to dozens of cities, our attorneys are regularly engaged with various aspects of human resources and employment law and the negotiation and implementation of collective bargaining agreements. In addition to our regular involvement with labor and employment issues, our attorneys have lengthy experience managing Equal Employment Opportunity Commission ("EEOC") and PERC hearings, drafting personnel policies, handling employee discipline matters, and litigating employment law cases. More

recently, we have advised many clients on COVID-related policies, and bargained with Unions related to implementation of same. Our attorneys regularly counsel mayors, city administrators, and supervisors on best management practices and related legal constraints. As part of a city's leadership team, Kenyon Disend attorneys add a depth of experience in all management and human resources issues. We regularly counsel our clients on disciplinary issues and processes and can provide real-world examples as guide-posts.

F. Code Enforcement. As city attorneys, our firm has extensive experience in code enforcement at the hearing examiner, district court, superior court, and appellate court levels. Our attorneys are experienced in reviewing and revising an entity's current codes to encourage code compliance.

We negotiate resolutions in the vast majority of code enforcement matters we encounter every year. In the unusual cases where negotiations are unsuccessful, we are well equipped to litigate these issues. Our firm has obtained judgments totaling hundreds of thousands of dollars on various code enforcement cases for numerous cities, including recovery of the cities' attorney fees and reimbursement for the fully-burdened cost of City staff time.

Our firm has obtained judgments totaling hundreds of thousands of dollars on various code enforcement cases for numerous cities, including recovery of the cities' attorney fees and payment for Staff time. Significant cases include:

- *Burien v. Valentinetti*. The City filed a lawsuit for nuisance abatement against a property and business owner for multiple violations of the municipal code. We obtained a summary judgment and permanent injunction, enjoining the property owner from storing commercial vehicles and conducting business on the property without a business license. The City was awarded \$113,000 for the City's costs of abatement and legal expenses, as well as daily penalties set forth in City code.
- *Burien v. Lipscomb*. The City filed a lawsuit for nuisance abatement against the property owners of an apartment complex for multiple violations of the municipal code, housing code, and building code. We obtained an injunction requiring the evacuation and relocation of the apartment tenants, and also recovered \$200,000 for the City in costs and penalties.
- *Bothell v. Suarez and Flanagan*. Similar to the *Burien v. Lipscomb* matter, the City filed a lawsuit for nuisance abatement against the property owners of an apartment complex for multiple violations of the municipal code, housing code, and building code. The City obtained an injunction and other relief, including the evacuation and relocation of the apartment tenants. The apartment complex was then rehabilitated in compliance with all applicable code provisions. The City prevailed on summary judgment, and the Court entered a Judgment in favor of the City and against the property owners for almost \$90,000 in costs and penalties. The Court of Appeals affirmed the Judgment in the City's favor.

• In addition to the Burien matters listed above, Kenyon Disend attorneys led Burien's initiative to abate many other nuisance properties, including recovery of City legal fees and Staff costs. A representative sampling of superior court victories includes:

- ✓ *Burien v. Struble*: recovery of \$71,325.84 in fees, costs, and fines, and award of injunctive relief;
- ✓ *Burien v Martinez*: recovery of \$65,613 in fees, costs, and fines, and award of injunctive relief; and
- ✓ *Burien v. King*: recovery of \$49,638 in fees, costs, and fines, and award of injunctive relief.

G. Telecommunications, Cable, Open Video, and Private Communications Issues as Applied to Municipal Governments. We have advised numerous cities on telecommunications, cable, and private communication issues and related right-of-way management issues. We regularly draft and negotiate leases, franchise agreements and associated service agreements.

H. Public Construction Law. Given the breadth of our municipal practice, we are routinely involved with the pre-design, design, construction, and maintenance of public works projects of many sizes and types. Our experience includes numerous street projects, a wastewater treatment plant reconstruction and expansion, acquisition and construction of several city halls and community centers, and much more. Representative examples of the firm's recent experience include:

• *Titan Earthwork, LLC v. City of Federal Way*, 200 Wn. App. 746, 403 P.3d 884. After a subcontractor struck a PSE powerline while excavating as part of a City of Federal Way intersection improvement project, the City's general contractor sued the City seeking to recover the money that it paid to PSE as damages. We represented the City and prevailed at summary judgment and on appeal.

• *North Bend City Hall Construction Contract.* After a series of missteps by the prime contractor and certain of its subcontractors during construction of the new City Hall facility, we were asked to help craft an appropriate remedy. Working in concert with City staff and the project architect, we oversaw the imposition and collection of \$170,000 in liquidated damages.

• *Sammamish Community and Aquatic Center.* After installation problems with the City's new Community and Aquatic Center's subfloor, we brought an action on behalf of the City against a contractor and sub-contractor that resulted in a settlement of \$500,000.

- We served as counsel to several cities on the formation of various street and utility local improvement districts, as well as on subsequent appeals of assessments and reassessments, and foreclosures of properties with delinquent assessments.

I. Open Public Meetings Act and Public Records Act. Given the exclusive municipal nature of our practice, we advise clients on a routine basis regarding the application of the Open Public Meetings Act (“OPMA”) and the Public Records Act (“PRA”), and their exceptions and exemptions. Our firm provides regular training to public agencies and public officials regarding these Acts, and members of our firm serve as guest lecturers on these issues.

Our attorneys and staff are particularly skilled in this arena, and they assist multiple clients process public records requests and prepare exemption logs on a near daily basis.

A few representative examples of PRA and OPMA cases we have successfully defended include:

- *Block, et al. v. City of Gold Bar and Gold Bar City Council*. Plaintiffs claimed that the City Council violated the OPMA by unlawfully voting during an executive session. This case was dismissed on the City’s motion for summary judgment and the dismissal was upheld by Division One of the Court of Appeals.

- *Block v. City of Gold Bar*, 189 Wn. App. 262 (2015). Plaintiff claimed the City violated the PRA by failing to adequately search for public records, improperly redacting and withholding records under the attorney-client and work product privileges, and failing to adequately identify exempt records on the City’s exemption logs. The case was dismissed on cross-motions for summary judgment. Division One of the Court of Appeals upheld the dismissal in its published opinion.

- *Clawson v. Corman*. A sitting City Councilmember (and practicing attorney) filed suit against fellow Councilmembers, alleging violations of the OPMA. We successfully moved to dismiss this case on summary judgment. The plaintiff Councilmember appealed the dismissal, and the Court of Appeals affirmed the superior court’s order of summary judgment in favor of our Councilmember clients.

J. Drug Forfeitures and Seizures. Kenyon Disend is a leader in civil forfeiture services for both personal and real property seizures. Kenyon Disend currently serves as forfeiture attorneys for the City of Renton, and has negotiated the settlement of numerous high dollar real property seizures. We also serve as the civil forfeiture hearing examiner for the City of Auburn.

Kenyon Disend has also resolved a number of forfeitures on behalf of Bellevue, Renton, Tukwila, and Kirkland that resulted in substantial payments to the cities and the immediate

removal of illegal marijuana processing operations. Each case of course includes its own unique facts and circumstances, and Kenyon Disend is ready to review and advise on each specific case.

K. Liability and Risk Management. All of our clients are members of a risk management pool, and most like Arlington are members of WCIA. We've worked closely with WCIA since its formation, and have developed long-standing working relationships with WCIA staff.

Further, we know the importance of providing sound legal advice before contentious matters or thorny issues have the opportunity to grow into or result in the filing of damages claims or lawsuits. We offer timely risk management advice, providing alternative paths forward, to ensure our clients are fully apprised of potential legal liability prior to making critical decisions.

### III. PROPOSED CITY ATTORNEY, DEPUTY ATTORNEY, AND OTHER TEAM MEMBERS

We propose that Robert (Bob) Zeinemann serve as Arlington's City Attorney with Lisa Marshall serving as the Deputy City Attorney. In addition to Bob and Lisa, Arlington would also have available as needed all of the firm's other attorneys, as well as our paralegals and our client services coordinator. In addition to the information provided below, please find resumes for all of the firm's attorneys attached.

#### A. Proposed City Attorney and Deputy City Attorney.

*Robert Zeinemann – Proposed City Attorney – WSBA #40124.* Bob has practiced law for over 18 years, with an emphasis in serving cities, towns, counties, and special districts. He currently serves as City Attorney for the Cities of Washougal and South Bend, and he assists on projects with many of our other municipal clients. Before becoming an attorney, Bob was a land-use planner for seven years working with local governments, and he retains a passion for land use. After leaving a downtown Seattle law firm where he focused on municipal and construction law, Bob spent more than 10 years with a Mercer Island law firm where his practice focused on civil litigation defending municipalities. Bob prides himself on using his litigation experience to help cities manage legal risks.

During his career, Bob has counseled countless city staff and elected officials, and defended city laws and decisions in state and federal courts and quasi-judicial tribunals such as the Growth Management Hearings Board, in a wide variety of matters, including land use, annexations, utilities, public works construction, airport protection and planning, interlocal agreements, public safety, bid disputes, nuisances, sanitary sewers, stormwater, code enforcement, procurement, easements, real property, personal injuries, employment, contracts, open public meetings compliance, and constitutional issues.

*Lisa Marshall – Proposed Deputy City Attorney – WSBA #24343.* In the event Bob is unavailable for an urgent, unscheduled meeting, or due to a scheduled vacation, illness, or other leave, we propose that Lisa serve as the City’s Deputy City Attorney. Lisa has been practicing law for 30 years. She joined Kenyon Disend in 1994, incorporated the cities of Edgewood and Maple Valley, and has served as in-house City Attorney for Burien, Newcastle, Bainbridge Island, and Sammamish. Lisa currently serves as City Attorney for the City of Lynnwood. Lisa is experienced negotiating labor agreements, land use and State Environmental Policy Act issues, public records, and open meeting issues. Having worked for T-Mobile for two years, Lisa has a particular interest in cellular and wireless franchising issues and is a member of the Washington Association of Telecommunications Officers and Advisors, (WATOA) and the National Association of Telecommunications Officers and Advisors (NATOA).

B. Other Team Members Available as Needed.

*Hillary J. Evans – WSBA #35784.* Hillary has been practicing law for 20 years. She joined Kenyon Disend in 2017, after almost nine years in the Civil Division of the Snohomish County Prosecuting Attorney’s Office as a litigator in both state and federal courts, and several years in private practice. Her practice includes all areas of municipal law, with a focus on land use, eminent domain, labor and employment matters, risk management, open public meetings and public records issues, and litigation. Hillary has successfully represented municipalities in the Court of Appeals in more than a dozen cases. Hillary currently serves as the City Attorney for the Cities of Oak Harbor, Mountlake Terrace, Othello, and Sultan.

*Alexandra L. Kenyon – WSBA #49575.* Now in her ninth year of municipal law practice, Alexandra currently serves as the City Attorney for the Cities of Cle Elum and Port Townsend, and as the City of Aberdeen’s primary Corporation Counsel. Alexandra also serves as counsel for the Si View Metropolitan Park District and as dedicated Public Records Act counsel for Sno-Isle Libraries District. She also handles special projects for several Kenyon Disend clients, including public records review and analysis, and serves as a hearing examiner for the City of Auburn in civil forfeiture matters. Alex’s practice also emphasizes open public meeting issues, land use, condemnation, code enforcement, and civil forfeitures. Notably, Alexandra is currently managing two separate large development projects including one with 900 dwelling units and 30,000 square feet of commercial construction, and the other with 1,300 dwelling units and 30 acres of commercial development, both of which are subject to development agreements.

Alexandra also oversees our firm’s PRA department. As the realm of PRA compliance continues to evolve, Alexandra stands prepared to provide clear and timely advice to Arlington, as she does for all of our client cities.

*Kendra S. Rosenberg – WSBA #44581.* Kendra has practiced municipal law for more than 10 years, most recently serving as the in-house City Attorney for Auburn. While serving Auburn, she was responsible for City Council meetings, providing ongoing open government and

parliamentary procedure trainings for the Mayor, Council, and City staff, and for providing legal advice and counsel to City leadership and the 10 City departments. Kendra previously practiced at Kenyon Disend and returned in 2023 as a partner with experience that ranges the full spectrum of municipal law such as: contract drafting and negotiation, PRA compliance, labor and employment law, land use planning and economic development, code enforcement, eminent domain, public works construction including procurement, and civil litigation. Kendra has a particular interest in serving law enforcement agencies, and a great breadth of knowledge and experience related to police liability and policy. She currently serves as the City Attorney for Fircrest, North Bend and Ocean Shores.

*Michael R. Kenyon – WSBA #15802.* Mike has been practicing law for more than 36 years, the last 32 of which have been devoted exclusively to municipal law. Although no longer working full-time, Mike continues to serve our clients on a regular basis, with a particular emphasis on assisting with strategy and coordination on large development projects and related land use and eminent domain issues.

*David A. Galazin – WSBA #42702.* Since 2007, David has been providing legal services to municipalities in both Hawaii and Washington State. David currently serves as the City Attorney for the City of Roy. He has also served as an Assistant City Attorney for the City of Vancouver, advising the Department of Public Works and the City Council on matters of public infrastructure. His practice was particularly focused on water, wastewater, solid waste, surface water, and other utility issues. David also previously served as an Assistant City Attorney to the City of Kent, where he supported the Department of Economic and Community Development, the Public Works Department, and the Land Use and Planning Board. He was also lead attorney on all tax matters and advised the City Council during the adoption and implementation of its local business and occupation tax.

*Joanna M. Eide – WSBA #44854.* Joanna's career has been exclusively devoted to public service. Most recently, Joanna spent approximately three years as an Assistant City Attorney for the City of Federal Way where she was principally focused on providing legal advice to the Parks/Recreation/Facilities and Buildings Department, Human Services Department, several City Commissions, and the Police Department. Joanna was also the lead attorney for civil asset forfeitures and provided in-depth legal support for the City relating to the Public Records Act ("PRA"), including creating, updating, and implementing training on PRA requirements and the Open Public Meetings Act. For approximately ten years, Joanna served in various roles and departments with the State of Washington, including serving as a Criminal Justice Liaison and Regulations Coordinator with the Washington Dept. of Fish & Wildlife; Policy and Rules Coordinator and Tribal Liaison with the Washington State Liquor & Cannabis Board; Legislative Director with the Washington Dept. of Natural Resources; and Director of Government & External Affairs with the Office of Minority and Women's Business Enterprises. Joanna currently provides legal services to Kenyon Disend clients on a wide variety of topics and projects.

*Kristin Husebye – WSBA #57628.* Kristin recently joined Kenyon Disend to provide litigation support and legal advice on a broad range of municipal subjects. She brings many years of litigation experience with her. Prior to joining the firm, she served as a staff attorney and then as Director for Skagit Legal Aid in Mount Vernon, Washington where she advocated for tenants facing evictions and housing related issues. Her role included providing advice and trainings, as well as actively appearing in court and mediations on a regular basis.

#### IV. FEE PROPOSAL

We happily stand on our reputation for first-class municipal legal services at highly competitive rates. Our exclusive focus on municipal law for the past 30 years allows us to perform a task in less time than attorneys who represent cities on a less than full-time basis. We are fortunate to be able to draw upon a large archive of time-tested documents and research. This enhances our efficiency and effectiveness, allowing us to spend more time on strategy and client counseling rather than reinventing the wheel.

We serve our clients under various fee arrangements, including flat fees, hourly fees, and a combination of those two approaches. We will always work with our clients to meet their specific needs.

Our 2024 rates range between \$185.00 and \$420.00, depending on the level of experience of the attorney providing the service. Bob's hourly rate for 2024 is \$265.00, and Lisa's hourly rate for 2024 is \$350.00. A complete list of our 2024 hourly rates is attached hereto.

We do not charge for mileage reimbursement or for long-distance telephone charges. We do seek reimbursement for customary photocopy charges, legal messenger service, court filing fees, charges to access computerized legal research databases, and similar pass-through charges at cost.

#### V. DISCLOSURE

There are no pending litigation or judgments against Kenyon Disend in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.

#### VI. STATEMENT OF CONTRACT COMPLIANCE

Although we acknowledge the City's RFP requirement to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage if awarded the contract for city attorneys services, on behalf of all of our current client cities we maintain for the protection of our clients a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate. To date, all have

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accepted these limits. If selected by Arlington to provide services, and if the City were unwilling to waive this requirement to accept our firm's current policy, we would inquire with our insurance provider about the cost to amend our policy. In every other regard, Kenyon Disend is prepared to comply.

## VII. REFERENCES

We invite you to contact the following references to discuss our firm, Bob and Lisa's qualifications. Similarly, we invite you to contact any of our clients about our other attorneys' services.

### For Robert Zeinemann:

#### *Professional References:*

David Scott, City Manager  
City of Washougal  
1701 C Street  
Washougal, Washington 98671  
Phone: (360) 835-8501 ext. 102  
Relationship: Bob is City Attorney.

Hal Hart, Community Development Dir.  
City of Sultan  
319 Main Street  
Sultan, Washington 98294  
Phone: (360) 793-1311  
Relationship: Bob provides legal support.

Dennis Houk, City Supervisor  
City of South Bend  
1102 W. First Street  
South Bend, Washington 98586  
Phone: (360) 875-5571  
Relationship: Bob is City Attorney.

#### *Personal References:*

Davin Chin  
11400 SE 8<sup>th</sup> Street  
Bellevue, Washington 98004  
Phone: (206) 605-4664  
Relationship: friend

David Mann  
485 Rainer Blvd North, Suite 103  
Issaquah, Washington 98017  
Phone (206) 090-5034  
Relationship: friend

Diana Danzberger  
701 Fifth Avenue, Suite 2100  
Seattle, Washington 98104  
Work Phone: (206) 695-5100  
Cell Phone: (206) 326-9558  
Relationship: friend

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For Lisa Marshall:

*Professional References:*

Mayor Christine Frizzell  
City of Lynnwood  
19100 44<sup>th</sup> Ave. W.  
Lynnwood, Washington 98036  
Phone: (425) 582-1623  
Relationship: Lisa is City Attorney.

Brian Wilson  
Former Burien City Manager (Ret.)  
(509) 449-3661  
Relationship: Lisa was City Attorney.

Maiya Andrews  
Former Burien Public Works Director (Ret.)  
5302 Ward Ave. SE  
Auburn, Washington 98032  
Phone: (253) 332-3122

*Personal References:*

Krista Hoge  
P.O. Box 29593  
Portland, Oregon 97283  
Phone: (503) 803-0102  
Relationship: friend

Sherry Zeiler  
35110 SE David Powell Road  
Fall City, Washington 98024  
Phone: (206) 406-9060  
Relationship: friend

Kiersten Slater  
2716 Erie St.  
Bellingham, Washington 98226  
Phone: (360) 319-8190  
Relationship: friend

For Kenyon Disend:

Jeff Niten, City Manager  
City of Mountlake Terrace  
23204 58th Ave. W.  
Mountlake Terrace, Washington 98043  
Phone: (425) 744-6207  
Relationship: Hillary Evans is City Attorney.

Mayor Russell Wiita  
City of Sultan  
P.O. Box 1199  
319 Main Street  
Sultan, Washington 98294-1199  
Phone: (360) 454-4145  
Relationship: Hillary Evans is City Attorney.

Mayor Mary Miller  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA 98045  
Phone: (425) 888-1211  
Relationship: Kendra Rosenberg is City Attorney.

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Thank you again for the opportunity to provide this information to Arlington. Please let us know if you have any questions.

Very truly yours,

**KENYON DISEND, PLLC**



Hillary J. Evans

Attachments

**KENYON DISEND, PLLC**  
**2024 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES**

**ATTORNEYS:**

Michael R. Kenyon	\$420.00
Lisa M. Marshall	\$350.00
Hillary J. Evans	\$280.00
David A. Galazin	\$270.00
Robert D. Zeinemann	\$265.00
Kendra S. Rosenberg	\$265.00
Joanna M. Eide	\$255.00
Alexandra L. Kenyon	\$220.00
Kristin M. Husebye	\$185.00

**PARALEGALS:**

Margaret C. Starkey	\$175.00
Terry T. Curran	\$150.00
Antoinette M. Mattox	\$150.00



## Robert D. Zeinemann

phone: 425.392.7090 x 2208  
Robert@KenyonDisend.com

### Paralegal Contact

Margaret@KenyonDisend.com

### Experience & Practice Area

After more than 10 years litigating with a Mercer Island firm where his practice focused on civil litigation defending cities, counties, special districts, and nonprofits in state and federal courts, Bob joined Kenyon Disend in 2021. Bob's experience includes counsel and litigation involving contract disputes, land use, nuisance abatement, sewer and stormwater utilities, water rights and the Clean Water Act, open public meetings, public construction bid disputes, and constitutional law. Bob's legal career launched in Wisconsin, where he clerked for and was an associate at a private firm in Madison practicing civil law. Before entering law school, Bob worked more than six years as a land use planner for the State of Wisconsin, where he served in several roles advising local and state officials on urban growth issues. Bob now serves as City Attorney for the Cities of South Bend and Washougal.

### Education

Marquette University Law School, J.D., 2006  
University of Wisconsin–Madison, M.P.A., 1996  
University of Wisconsin–Whitewater, B.S., cum laude, 1994

### Admitted to Practice

Wisconsin, 2006  
Washington, 2008  
U.S. District Court, Western District of Washington, 2011  
U.S. District Court, Eastern District of Washington, 2011  
Ninth Circuit Court of Appeals, 2013

### Professional Activities

Washington State Association of Municipal Attorneys  
Washington State Bar Association  
King County Bar Association  
Wisconsin State Bar Association



## Lisa M. Marshall

phone: 425.392.7090 x 2195

Lisa@KenyonDisend.com

### Paralegal Contact

Margaret@KenyonDisend.com

### Experience & Practice Area

Lisa began her legal career in 1994. After 10 years with Kenyon Disend, Lisa accepted an in-house City Attorney position. She has served in that capacity for the cities of Newcastle, Bainbridge Island, Burien, and most recently Sammamish. Lisa has broad experience in all aspects of municipal law, with a particular emphasis on negotiating labor agreements, dealing with a broad range of employment issues including significant experience with the Americans with Disabilities Act and the Family Medical Leave Act, land use and SEPA/NEPA issues, franchise agreements with wireless carriers, drafting wireless codes, public records, and open meeting issues.

In addition, Lisa worked for T-Mobile for two years negotiating contracts for the network engineering division of the company. Prior to becoming an attorney, Lisa spent five years at the Boeing Company negotiating defense contracts with the U.S. Navy.

We are excited to welcome Lisa back to Kenyon Disend to continue her career in the place where it all began. Lisa now serves as the City Attorney for the City of Lynnwood.

### Education

University of Puget Sound School of Law, J.D., cum laude, 1994

Pacific Lutheran University, B.A., cum laude, 1985

### Admitted to Practice

Washington, 1994

U.S. District Court, Western District of Washington, 1995

### Professional Activities

Washington State Association of Municipal Attorneys

Washington State Bar Association

2012 Amicus Award, Northwest Immigrant Rights Project

Lisa M. Marshall

**Kenyon Disend, PLLC**

11 Front Street South

Issaquah, Washington 98027-3820

[www.kenyondisend.com](http://www.kenyondisend.com)



## Hillary J. Evans

phone: 425.392.7090 x 2206  
Hillary@KenyonDisend.com

### Paralegal Contact

Antoinette@KenyonDisend.com

### Experience & Practice Area

Hillary joined Kenyon Disend after practicing eight years as a deputy prosecuting attorney in the Civil Division of the Snohomish County Prosecuting Attorney's Office and four years in private practice. Her diverse practice at Snohomish County included both litigation and risk management roles. She defended the County in a variety of civil matters, including land use, civil rights, employment, and tort claims in both state and federal courts and on appeal.

While in law school at the University of Washington, Hillary worked for the Washington State Attorney General and the King County Prosecuting Attorney's Office. She also had an externship with Supreme Court Justice Bobbe Bridge. After law school, Hillary spent one year clerking for Superior Court Judge Gerald L. Knight.

Hillary now litigates on behalf of numerous Kenyon Disend municipal clients and serves as the City Attorney for the Cities of Oak Harbor, Mountlake Terrace, Skykomish and Sultan.

### Education

University of Washington School of Law, J.D., 2004  
Colby College, B.A., magna cum laude, 2001

### Admitted to Practice

Washington, 2004  
U.S. District Court, Western District of Washington, 2006  
Ninth Circuit Court of Appeals, 2007  
U.S. District Court, Eastern District of Washington, 2024

### Professional Activities

Washington State Association of Municipal Attorneys  
Washington State Bar Association  
Mother Attorneys Mentoring Association of Seattle  
WSBA Disciplinary Board, Conflict Review Officer (2021-2023)  
WSBA Disciplinary Committee, Chair of Review Committee (2016-2019)

Hillary J. Evans  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, Washington 98027-3820

[www.kenyondisend.com](http://www.kenyondisend.com)



## Alexandra L. Kenyon

phone: 425.392.7090 x 2193  
Alexandra@KenyonDisend.com

### Paralegal Contact

Antoinette@KenyonDisend.com

### Experience & Practice Area

After graduating cum laude from Seattle University School of Law and becoming a member of the Washington State Bar in 2015, Kenyon Disend welcomed Alexandra as an associate attorney. While in law school, Alexandra served as a Law Clerk at Kenyon Disend and worked on a wide range of municipal law issues. Alexandra handles special projects for many Kenyon Disend clients, with an emphasis on public records and open public meetings issues, condemnation, code enforcement, and real and personal property civil forfeitures. She currently serves as City Attorney for the Cities of Aberdeen, Cle Elum, and Port Townsend, and as counsel for the Si View Metropolitan Park District.

### Education

Seattle University School of Law, J.D., cum laude, 2015  
University of Washington, B.A., 2011

### Admitted to Practice

Washington, 2015  
U.S. District Court, Western District of Washington, 2021  
U.S. District Court, Eastern District of Washington, 2024

### Professional Activities

Washington State Association of Municipal Attorneys  
Washington State Bar Association



## Kendra S. Rosenberg

phone: 425.392.7090 x 2205

Kendra@KenyonDisend.com

### Paralegal Contact

Antoinette@KenyonDisend.com

### Experience & Practice Area

After previously working at Kenyon Disend, Kendra Rosenberg has returned to the firm as a partner to continue her passion to serve the firm's clients with quality legal work and integrity. She has been a practicing municipal attorney for more than 10 years. Prior to returning to Kenyon Disend, Kendra served as the in-house Auburn City Attorney.

Kendra's practice has a special emphasis on employment and labor law, code enforcement, police-related issues, and real property law, including condemnation matters. She routinely negotiates a variety of municipal matters such as forfeitures, franchise agreements, and contract claims. Kendra regularly drafts legislation and policy updates. She prides herself in partnering with a variety of City staff including City leadership to identify risk and liability issues, propose solutions, and support the goals of her clients.

Kendra has developed materials and given presentations on a variety of municipal topics including open government issues such as the Open Public Meetings Act and the Public Records Act, police legal updates, and public procurement and contracting law.

### Education

University of Washington School of Law, J.D., 2011

Willamette University, B.A., 2008

### Admitted to Practice

Washington, 2012

### Professional Activities

Washington State Association of Municipal Attorneys

Washington State Association of Municipal Attorneys Legislative Committee

Washington State Bar Association

University of Washington Law School Alumni Association's Leadership Council



## Michael R. Kenyon

phone: 425.392.7090 x 2197

Mike@KenyonDisend.com

### Paralegal Contact

Margaret@KenyonDisend.com

### Experience & Practice Area

Mike Kenyon co-founded Kenyon Disend, PLLC in 1993. Mike's practice includes all areas of municipal law, with a focus on eminent domain, land use, open public meetings and public records issues, public nuisance abatement matters, and constitutional law. Mike serves as the City Attorney for Friday Harbor.

### Education

University of Puget Sound, J.D., cum laude, 1985

Western Washington University, B.A., cum laude, 1981

### Admitted to Practice

Washington, 1986

U.S. District Court, Western District of Washington, 1986

U.S. District Court, Eastern District of Washington, 2009

U.S. Court of Appeals, Ninth Circuit

United States Supreme Court, 1992

### Professional Activities

Washington State Association of Municipal Attorneys

Washington State Bar Association

King County Superior Court Arbitrator

Municipal Courts Options Group

King County Executive's Task Force on Inquest Proceedings

Frequent guest speaker and lecturer on municipal issues

Michael R. Kenyon

**Kenyon Disend, PLLC**

11 Front Street South

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## David A. Galazin

phone: 425.392.7090 x 2200  
DavidG@kenyondisend.com

### Paralegal Contact

Antoinette@KenyonDisend.com

### Experience & Practice Area

Since 2007, David has been providing legal services to municipalities in both Hawaii and Washington State. Most recently, David served as an Assistant City Attorney for the City of Vancouver, advising the Department of Public Works and the City Council on matters of public infrastructure. His practice was particularly focused on water, wastewater, solid waste, surface water, and utility issues. David also previously served as an Assistant City Attorney to the City of Kent, where he supported the Department of Economic and Community Development, the Public Works Department, and the Land Use and Planning Board. He was also lead attorney on all tax matters and advised the City during the adoption and implementation of its local business and occupation tax.

David has successfully litigated at both the superior court and appellate court levels, and represented clients before hearings examiners on both administrative enforcement actions and appeals of departmental decisions. He has also provided presentations on local zoning before organizations such as the Association of Washington Cities and the Planning Association of Washington, as well as the law schools at both UW and Seattle University.

David currently serves as the City Attorney for Roy.

### Education

University of Washington School of Law, Graduate Program in Taxation, LL.M., 2014  
William S. Richardson School of Law, University of Hawai'i at Mānoa, J.D., 2006  
Dartmouth College, B.A., 1997

### Admitted to Practice

Washington, 2010  
United States Court of Appeals for the 9th Circuit, 2016  
United States Supreme Court, 2017

### Professional Activities

Washington State Association of Municipal Attorneys  
Washington State Bar Association

David A. Galazin  
**Kenyon Disend, PLLC**  
11 Front Street South  
Issaquah, Washington 98027-3820

[www.kenyondisend.com](http://www.kenyondisend.com)



## Joanna M. Eide

phone: 425.392.7090 x 3286  
Joanna@KenyonDisend.com

### Paralegal Contact

Margaret@KenyonDisend.com

### Experience & Practice Area

Joanna's career has been exclusively devoted to public service. Most recently, Joanna spent approximately three years as an Assistant City Attorney for the City of Federal Way where she was principally focused on providing legal advice to the Parks/Recreation/Facilities and Buildings Department, Human Services Department, several City Commissions, and the Police Department. Joanna was also the lead attorney for civil asset forfeitures and provided in-depth legal support for the City relating to the Public Records Act ("PRA"), including creating, updating, and implementing training on PRA requirements and the Open Public Meetings Act. For approximately ten years, Joanna served in various roles and departments with the State of Washington, including serving as a Criminal Justice Liaison and Regulations Coordinator with the Washington Dept. of Fish & Wildlife; Policy and Rules Coordinator and Tribal Liaison with the Washington State Liquor & Cannabis Board; Legislative Director with the Washington Dept. of Natural Resources; and Director of Government & External Affairs with the Office of Minority and Women's Business Enterprises.

### Education

University of Idaho College of Law, J.D., 2011  
Western Washington University, B.A., 2005

### Admitted to Practice

Washington, 2012

### Professional Activities

Washington State Association of Municipal Attorneys  
Government Lawyers Bar Association, former Board Member  
Washington State Bar Association



# Response to Request for Proposals for City Attorney—Legal Services

for

City of Arlington

Proposal date: August 8, 2024  
Submitted by:

Lighthouse Law Group PLLC  
600 Stewart Street, Suite 400  
Seattle, WA 98101

(206) 914-4761

[jeff@lighthouselawgroup.com](mailto:jeff@lighthouselawgroup.com)

[www.lighthouselawgroup.com](http://www.lighthouselawgroup.com)

## 1. FIRM OVERVIEW

1. Name: **Lighthouse Law Group PLLC**
2. Address: **600 Stewart Street, Suite 400, Seattle, WA 98101**
3. Phone: **206-273-7440** Email: **jeff@lighthouselawgroup.com**
4. Federal Tax Number: **EIN 27-3329060**
5. All firm members have at least the minimum five (5) years of experience with municipal law required by the City of Arlington Request for Proposals (RFP).
6. All proposed attorneys are accredited and in good standing with the Washington State Bar.
7. Lighthouse knows of no conflicts of interest that may be incurred by its selection as the City of Arlington City Attorney firm.
8. Lighthouse is prepared, upon execution of a Professional Services Agreement, to provide the requested proof of insurance as required by the City of Arlington RFP.

*Having carefully examined the requirements of the City of Arlington RFP, the undersigned proposes to perform all work in compliance with such requirements, and understands and agrees that this proposal will be valid for a period of ninety (90) days from the RFP closing date.*

**LIGHTHOUSE LAW GROUP PLLC**

  
\_\_\_\_\_  
**Jeffrey Taraday, Member**

**August 8, 2024.**



## 2. FIRM BACKGROUND AND EXPERIENCE

Lighthouse Law Group PLLC is a municipal law firm serving the greater Puget Sound region. Our firm was founded to provide high quality legal advice and exceptional problem-solving capability to Washington's public sector clients. We are able to provide our clients with a high level of expertise effectively and efficiently through a cohesive team of attorneys who work exceptionally well together. Our firm has the capacity, depth of knowledge, and experience to provide the superior legal services and responsiveness that municipal clients need and deserve.

Lighthouse Law Group was formally incorporated in August 2010 and is currently retained as the City Attorneys for the cities of Edmonds, Maple Valley and Clyde Hill. Our firm acts as general counsel for Valley Com 911, south King County's regional 911 center. We also represent other cities from time to time on special projects, including the cities of Mercer Island (public/private development), Mukilteo (civil service commission), Des Moines (land use issue), and Milton (land use issue), plus the Association of Washington Cities Risk Management Service Agency (land use pre-litigation advice). Most of our attorneys have worked closely together during the past decade, and many have practiced law for two decades or more.

As a firm focused solely on municipal clients, each Lighthouse attorney brings unique experience to the issues and challenges of these clients. While Jeff Taraday would be the lead City Attorney and primary point of contact for the City of Arlington, the entire Lighthouse team will be available to represent the City when an issue within their particular practice area arises. This approach will provide the City with one person they can call on for any legal need while allowing Lighthouse to meet that need in the most efficient manner. For example, if the City has a code enforcement issue, staff can call Jeff, who will likely assign the task to Beth Ford who has extensive experience with code enforcement issues. Staff can then work directly with Beth on that issue. Similarly, Patricia Taraday has many years of experience with public records matters, and can be contacted directly on such matters if City staff wish to do so.

Lighthouse will provide legal advice, counsel, services and training **on all civil municipal legal matters with the exception of bond counsel**. We can provide consultation and opinions to the Mayor, City Council, Boards and Commissions, Directors, and all levels of city staff on all matters set forth in the Request for Proposals. We understand that these services will include, but not be limited to, all matters related to the Arlington Municipal Code; state statutes and rules relating to code cities; ordinance and resolutions; land use planning; compliance with city, state and federal regulatory requirements; intergovernmental agreements; laws against discrimination; public private development partnerships; bidding and construction of public works; utility regulations and operations; purchasing and procurement; leasing; purchase and sale of property; employment legal matters; public disclosure issues; Open Public Meetings Act requirements; code enforcement and nuisance abatement; and coordination with special counsel. Lighthouse Law Group's advice would include methods to avoid civil litigation and the firm would otherwise assist or participate in managing the city's exposure to risks.

**For more detailed information on the firm's experience, please consult the Firm Experience by Subject Matter section included at the end of this proposal.**



### 3. Proposed City Attorney and Team

While it is anticipated that the proposed lead City Attorney, Jeff Taraday, would be the primary point of contact, our team of lawyers has a wide breadth of experience that we can call on as needed. The proposed roles in serving Arlington are as follows:

Team Member	Roles Assigned to Team Member
<b>Jeff Taraday</b> WSBA# 28182	Lead City Attorney – Initial point of contact for all issues Attendance at City Council meetings and other meetings General legal counsel and advice Ordinance and Resolution drafting and review GMA / Land Use / SEPA Matters Appearance of Fairness Doctrine Real Estate Acquisition/Eminent Domain
<b>Sharon Cates</b> WSBA# 29273	Contracting; Intergovernmental Agreements; Leases Employment Law matters Labor Bargaining and related matters Public Works Bidding and Construction matters Real Estate Acquisition and Eminent Domain Litigation and Agency Hearings
<b>Patricia Taraday</b> WSBA# 28842	Public Records Act Compliance Unlawful Camping on Public Property
<b>Tom Brubaker</b> WSBA# 18849	Backup Attendance at City Council meetings Public-Private Partnerships Public Works Bidding and Construction Matters Local Improvement Districts Transportation Benefit Districts Government Ethics
<b>Beth Ford</b> WSBA# 44208	Legal Research and Memorandum Drafting Ordinance and Resolution Drafting Code Enforcement and Nuisance Abatement Public Records Act Compliance Litigation and Agency Hearings
<b>Angela Tinker</b> WSBA# 26373	Franchising and Right-of-Way Use Wireless Facilities Contracting, Intergovernmental Agreements; Leases
<b>Mike Bradley</b> WSBA# 45619	Federal Telecommunications Law Cable Franchising



The proposed lead City Attorney, Jeff Taraday, has been practicing municipal law and land use law on a full-time basis since 1998. No attorney on our team has less than nine years of experience with municipal law.

The following are brief descriptions of each attorneys' experience:

### Jeff Taraday

Jeff Taraday has limited his practice to municipal, land use and real estate law since being admitted to the Washington bar in 1998. He has served as city attorney to cities of various sizes (population ranges from 1,000 to 40,000) and types (strong mayor and city manager forms of government). Currently, he serves as the lead city attorney for the City of Edmonds, while supporting the work of other team members in Maple Valley. In addition to his city attorney work, he is periodically retained to handle special projects by other public entities. Most of these special projects relate to land use and real estate matters, including complex condemnation matters. Jeff founded Lighthouse Law Group PLLC in 2010 for the purpose of creating an efficiently organized municipal law firm than only employs attorneys of the highest integrity. Prior to founding Lighthouse Law Group PLLC, he practiced in the fields of municipal and law use law with the following law firms: Morris & Taraday (2008-2010); Foster Pepper (2003-2007); Ogden Murphy Wallace (1998-2003). During most of his time at Ogden Murphy Wallace, he was the City Attorney for the City of Woodinville. He frequently presents on legal ethics at the proceedings of the Washington State Association of Municipal Attorneys and serves on the board of that organization. Jeff counts among his personal strengths diplomacy, introspection, critical thinking, and staying composed under pressure.

### Sharon Cates

Sharon Cates began her legal career in 1999 as a law clerk for the Honorable Karen Seinfeld at the Washington State Court of Appeals, Division II. She practiced in the litigation group at Foster Pepper, PLLC from 2000 to 2007, when she left to take on a litigation management role at Microsoft Corporation. Sharon joined Lighthouse Law Group PLLC in 2010 and currently provides legal services to the cities of Edmonds and Clyde Hill, as well as other municipal clients. Sharon practices in all areas of municipal law, with extensive experience providing advice and counseling to the Mayor, City Manager, City Council and Department heads of the municipalities she serves on a wide variety of issues, including city policy, planning, contracts, purchasing and procurement, leases, interlocal agreements, employment law and labor law, laws against discrimination, code enforcement, land use, real estate acquisition, eminent domain, and public works construction bidding and contract management. Sharon has served as the lead negotiator in her cities' labor negotiations, has participated in numerous mediations and arbitrations, and is experienced with all aspects of litigation, including discovery, motions practice, trials and appeals. Sharon has been recognized as a "Rising Star Attorney" by Washington Law and Politics.

### Patricia Taraday

Patricia Taraday began her legal career in 1998 and has limited her focus to assisting municipal clients. Patricia serves as a city attorney for the cities of Maple Valley and Edmonds, advising her clients in both the city manager form of government and strong mayor form of government. While regularly meeting with staff to advise on various legal issues, Patricia also attends city council meetings.



Patricia assists her municipal clients with compliance with the public records and open public meeting laws, and provides regular training to both city staff and city councils on both public records and open public meetings act compliance. Patricia drafts ordinances and resolutions concerning a variety of legal issues, including unlawful camping on public property. She also assists her municipal clients in coming up with creative and effective solutions to code enforcement issues. While primarily focusing on civil matters for municipal clients, Patricia has also litigated misdemeanor jury trials, bench trials, pre-trial hearings and contested hearings.

### Tom Brubaker

Tom Brubaker joined Lighthouse Law Group in March, 2018, after 27 years with the City of Kent city attorney's office, serving the last 16 years as Kent's City Attorney. During that time, Tom worked in all areas of municipal law, and regularly assisted the city's mayor, city council, and chief administrative officer with legal and strategic advice and planning. In his day-to-day work, Tom focused his expertise on all aspects of public contracting and public bidding, all things right-of-way, drafting and negotiating software agreements, franchise negotiations and agreements, and a number of high profile public-private partnership projects, including the Kent Station development, Kent's Accesso ShoWare Center, and two significant mixed use residential developments. Tom also monitored Kent's litigation and supervised an office of nineteen attorneys and support staff.

From 2006 to 2016, Tom accepted an adjunct faculty position with the Seattle University School of Law, where he taught a course in Municipal Law, and Tom is proud to note that many of his students now work as lawyers for many cities, counties, and municipal law firms in Washington State. Tom also regularly presents and provides papers for continuing legal education seminars, including over fifteen individual presentations before the Washington State Association of Municipal Attorneys (WSAMA). Tom served on WSAMA's Board of Directors, including serving as its president, from 2010 to 2018. In 2009, WSAMA presented Tom with its Outstanding Service Award and, in 2017, with its highest honor, the Ernest H. Campbell Award for excellence in the practice of municipal law.

### Beth Ford

Beth Ford concentrates her practice on municipal law, including land use litigation and real estate litigation. She has many years of experience with drafting pleadings, summary judgment motions, and pre-trial discovery, as well as drafting various ordinances for her municipal clients. Beth's litigation experience includes work in the Superior Court, Court of Appeals, and GMHB. She has also counseled clients regarding various legal issues for municipalities, including land use law, finance, and City Council procedure.

Before joining Lighthouse Law Group in 2012, Beth was a volunteer attorney at the Seattle City Attorney's Office in the Land Use section. There she engaged in legal research and advised Seattle City departments on various issues of land use law. She also wrote motions for cases on appeal. Beth also interned at Forterra (formerly Cascade Land Conservancy) in 2010 and conducted legal research in the areas of land use and municipal law regarding Transfer of Development Rights and Tax Increment Financing. She assisted in refinement of TIF legislation, Engrossed Substitute Senate Bill 5253, which passed into law July 2011. Beth began her career in 2009 at the Northwest Justice Project, where she drafted pleadings and conducted research regarding family, employment, public benefits, and landlord/tenant law.



### Angela Tinker

Angela Tinker began her legal career in the Seattle City Attorney's Office. She worked in the Contracts Section from 2002 – 2006, the Criminal Division, Appellate Section from 1999 – 2002, and the Criminal Division, Trial Section from 1997-1999. While in the Contracts Section she worked with the Seattle Aquarium, Fleets and Facilities, Parks, Public Works, Purchasing and Risk Management. She advised on various municipal law matters including public works bidding, insurance, commercial real estate, payment and performance bonds. She drafted and approved contracts, and litigated contract disputes. She recently joined Lighthouse Law Group PLLC as a member and has worked on various projects for Edmonds and Maple Valley. Prior to joining Lighthouse, she had her own firm and did guardian ad litem work for Kitsap County Superior Court.

### Mike Bradley

Mike Bradley serves as special counsel to Lighthouse. He is a partner of Bradley Werner, LLC in their Minneapolis/St. Paul office. Mike has over 25 years of experience, practicing in the area of municipal telecommunications and cable franchising. Mike represents cities on wireless siting matters, wireless code updates, small cell legislation, and negotiating lease and license agreements for the use of public property by wireless carriers. Mike also represents cities in cable franchise negotiations with Cox, Comcast and Charter as well as other competitive cable providers. He negotiated the first competitive cable franchises in the Twin Cities with CenturyLink. Mike is an AV rated attorney by Martindale Hubble and has been recognized as a "Rising Star Attorney" and "Super Lawyer" by Minnesota Law and Politics.



## 4. Accessibility and Responsiveness

We at Lighthouse understand the importance of the accessibility and responsiveness of the City Attorney firm in both the success and satisfaction of our clients. Our clients have been very satisfied with our remote attendance at meetings, not only because it is more cost-efficient for our clients but also because it affords our clients greater access to us as a firm. While we are generally available to attend remote meetings, we will also attend meetings in-person when requested.

Jeff provides his cell phone number to all elected officials, executives, directors, and managers. He understands how important it is to answer the phone and is committed to doing so unless he is on another call or working under an urgent deadline. Jeff also understands that it is necessary to be available over the weekend, particularly for the benefit of councilmembers with day jobs who might have questions about material in their council packets. City staff should expect Jeff to respond to email and voice messages within 24-hours in most circumstances, at a minimum to acknowledge receipt and establish an estimated date for completion of any task requested. Jeff will work with city leadership to prioritize projects in an appropriate manner when it is not possible to perform all of the work within the originally requested timeframe.

The other team members are similarly accessible. The expectation is that City staff would contact Jeff for most needs, but may choose to contact team members directly where one has been assigned to a particular department, project or task. This partially de-centralized response framework helps us keep response times as short as possible.

Lighthouse anticipates that most of the City of Arlington's legal needs can be efficiently and cost-effectively provided through email, phone, and videoconferencing, and our attorneys are generally able to attend unscheduled meetings via videoconference on short notice. In cases where the city would benefit from an in-person meeting, we prefer to have a few business days notice to be able to reserve sufficient time for the meeting and associated travel time. One-way travel time to Arlington City Hall is anticipated to be approximately one to two hours depending upon traffic.

Tom Brubaker and Sharon Cates are available to serve as back-up City Attorney if Jeff is absent due to illness, vacations, etc.



## 5. Proposed Fee Structure

Lighthouse proposes to perform all legal work for the City of Arlington on an hourly basis. The following table sets forth the rates that will be in effect through **2025**. Rates for **2026** and beyond would be derived by adjusting the prior year's rates in accordance with the Seattle/Tacoma/Bellevue, WA, CPI-U (June to June), either on an annual basis or based on a rolling three-year average, at the City's preference.

<b>Attorney</b>	<b>2024-2025</b>
Sharon Cates	\$350
Patricia Taraday	\$350
Jeff Taraday	\$465
Tom Brubaker	\$465
Mike Bradley	\$465
Beth Ford	\$350
Angela Tinker	\$350

**EXPENSES:** Lighthouse proposes that the charges for attorney services will include all overhead, including administration, secretarial, word processing, computer software, accounting, office supplies, storage fees, equipment costs, librarian time, routine photocopying and clerical time, telephone charges and mileage. Expenses incurred on behalf of Arlington will be billed to the City at Lighthouse's actual costs without markup. Such expenses include, without limitation:

Legal Messenger Fees	Court Reporter / Transcription Fees
Expert Witness Fees	Non-Routine Travel / Mileage
Filing Fees	Non-Routine Copying / Scanning

**TRAVEL TIME:** Because attorneys typically bill clients by charging for time spent on the client's behalf, time spent in transit to a client's office represents an opportunity cost for the attorney. An attorney cannot, for example, draft an ordinance while driving to City Hall. Furthermore, the prevalent use of Zoom and Teams has made in-person meetings less and less the norm in our profession. For these reasons, we think it fundamentally fair to charge the client for the time we spend travelling to/from the client in service of the client's needs. Therefore, travel time to Arlington City Hall would be charged at each attorney's regular hourly rate, PROVIDED THAT Lighthouse will not charge more than three hours for any round trip to Arlington City Hall, even if the actual time spent in transit exceeds three hours. Travel time to the court, to opposing counsel's office (if applicable), and to other locations on behalf of the City will be charged based on the actual amount of time spent in transit.



## 6. References

During the past thirteen plus years, the attorneys of Lighthouse Law Group have provided the full breadth of legal services requested by the City of Arlington. Our references are included below.

<b>City of Edmonds</b>	121 5 <sup>th</sup> Avenue North Edmonds, WA 98020 (425) 775-2525
<b>Dates of Service</b>	March 2011 – Present
<b>Work Performed</b>	As the contracted city attorneys, Lighthouse provides legal advice, counsel, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Jeff Taraday serves as the lead City Attorney.
<b>Contacts / References</b>	<p>Mike Rosen, Mayor <a href="mailto:Mike.Rosen@edmondswa.gov">Mike.Rosen@edmondswa.gov</a></p> <p>Jessica Neill Hoyson, Human Resources Director <a href="mailto:Jessica.NeillHoyson@edmondswa.gov">Jessica.NeillHoyson@edmondswa.gov</a></p> <p>Rob English, City Engineer <a href="mailto:Rob.English@edmondswa.gov">Rob.English@edmondswa.gov</a></p> <p>Angie Feser, Parks &amp; Recreation Director <a href="mailto:Angie.Feser@edmondswa.gov">Angie.Feser@edmondswa.gov</a></p>
<b>City of Maple Valley</b>	22017 SE Wax Road, Suite 200 Maple Valley, WA 98038 (425) 413-8800
<b>Dates of Service</b>	<ul style="list-style-type: none"> <li>• July 2008 – April 2009 – Interim Contracted City Attorney</li> <li>• 2008 – 2012 – Consulting Engagements</li> <li>• December 2012 – April 2013 – Interim Contracted City Attorney</li> <li>• May 2013 – Present – Contracted City Attorney</li> </ul>
<b>Work Performed</b>	<ul style="list-style-type: none"> <li>• Prior to founding Lighthouse, Jeff Taraday provided consulting and legal representation for the city on various land use matters and served as Interim City Attorney for a short period. Lighthouse then served as Interim City Attorney a second time when the City was in the process change from in-house city attorney to contract city attorney.</li> <li>• As the contracted city attorneys, Lighthouse provides legal advice, counseling, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Patricia Taraday serves as the lead City Attorney.</li> </ul>



	<p>Laura Philpot, City Manager  <a href="mailto:laura.philpot@maplevalleywa.gov">laura.philpot@maplevalleywa.gov</a></p> <p>Sean P. Kelly, Mayor  <a href="mailto:Sean.kelly@maplevalleywa.gov">Sean.kelly@maplevalleywa.gov</a></p>
<b>City of Clyde Hill</b>	<p>9605 NE 24<sup>th</sup> Street  Clyde Hill, WA 98004  (425) 453-7800</p>
<b>Dates of Service</b>	April 2022 – Present
<b>Work Performed</b>	<p>As the contracted city attorneys, Lighthouse provides legal advice, counsel, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Tom Brubaker serves as the lead City Attorney. Sharon Cates serves as back up city attorney and provides employment and labor advice. Patricia Taraday provides public records advice.</p>
<b>Contact / Reference</b>	<p>Steve Friedman, Mayor  <a href="mailto:Mayor@clydehill.org">Mayor@clydehill.org</a></p> <p>Dean Rohla, City Manager  <a href="mailto:Dean@clydehill.org">Dean@clydehill.org</a></p>
<b>City of Kent</b>	<p>220 Fourth Ave. S.  Kent, WA 98032  (253) 856-5200</p>
<b>Work Performed</b>	<p>Lighthouse has not represented the City of Kent, but Tom Brubaker worked there as an in-house attorney for twenty-seven years. Tom was the lead City Attorney for Kent for the last 16 years of his tenure.</p>
<b>Contact / Reference</b>	<p>Dana Ralph, Mayor  <a href="mailto:dralph@kentwa.gov">dralph@kentwa.gov</a>  253-856-5770</p> <p>Pat Fitzpatrick, Chief Administrative Officer  <a href="mailto:pfitzpatrick@kentwa.gov">pfitzpatrick@kentwa.gov</a>  253-856-5711</p>



## FIRM EXPERIENCE BY SUBJECT MATTER

### A. Land Use

Municipal law naturally includes a significant concentration of advice and counsel to clients on the adoption and management of land use planning policies and regulations including, but not limited to, their comprehensive plan, shoreline management program, critical areas ordinance, zoning regulations, specific design guidelines, impact fee ordinances, etc.

In addition to the above general land use planning guidance, our attorneys have worked on myriad other land use matters and collectively share a significant breadth and depth of land use knowledge and experience. From initial pre-application meetings through to final permitting and/or plat approval, our attorneys have counseled our clients on innumerable land use issues.

As a representative example, the following table includes a selective list of notable areas of land use law and the related experiences of our attorneys for each, respectively.

State Land Use Laws and Compliance	
<b>Growth Management Act (GMA)</b>	<ul style="list-style-type: none"> <li>▪ Regularly advised on general comprehensive plan updates as well as individually required and optional elements</li> <li>▪ Regularly advised regarding compliance with all fourteen GMA goals</li> </ul>
<b>State Environmental Procedures Act (SEPA)</b>	<ul style="list-style-type: none"> <li>▪ Advised on proper procedure for complying with SEPA and challenged as improper the SEPA compliance performed by neighboring jurisdictions</li> <li>▪ Advised and presented on imposing development conditions under SEPA and developing the supporting record</li> <li>▪ Worked with local jurisdictions to develop innovative ways for using SEPA to promote planning objectives, such as borrowing from SEPA’s “planned action”</li> </ul>
<b>Shoreline Management Act (SMA)</b>	<ul style="list-style-type: none"> <li>▪ Advised on SMA compliance, permitting, and appeals associated with SMA requirements and master program revisions</li> <li>▪ Served as counsel for several projects with complex Shoreline Master Programs, substantial development permit, variance, and conditional use permit resolutions consistent with the SMA</li> <li>▪ Worked with city staff and U.S. Army Corp of Engineers regarding flood management and shoreline improvements along Duwamish River</li> </ul>
<b>Int’l Building Codes</b>	<ul style="list-style-type: none"> <li>▪ Worked with city leadership and lobbyist to successfully defeat proposed state legislation that would have ceded the city’s authority to inspect and enforce the city’s building codes on water and sewer district building facilities</li> </ul>
Land Use Regulations and Controls	
<b>Zoning Regulations</b>	<ul style="list-style-type: none"> <li>▪ Regularly and routinely drafted and reviewed zoning code revisions and other various local land use code revisions</li> <li>▪ Reviewed and provided counsel regarding new Town Center zoning district and related design guidelines as an initial step towards achieving the city’s long-term vision for the development of their town center</li> </ul>



<b>Subdivisions, Platting, Site Plans, and PUDs</b>	<ul style="list-style-type: none"> <li>▪ Tailored mitigation for all types of development, including churches, master planned communities, "tent-cities," plats, signs, and energy projects, as well as more standard commercial, residential, and industrial development projects</li> <li>▪ Presented on financial security issues and performance bonds, whether through traditional plat infrastructure or more complex energy projects</li> <li>▪ Advised city staff on the applicability and interpretation of city public works standards on development and addressed developer challenges to the same</li> </ul>
<b>Development Incentives</b>	<ul style="list-style-type: none"> <li>▪ Advised on and drafted development regulations and local code provisions related to development incentives, including: <ul style="list-style-type: none"> <li>▪ Creation of incentives for certain types of development and/or to provide certain public amenities in conjunction with anticipated real estate development</li> <li>▪ Code restructuring to achieve local policy objectives, including encouraging sustainable development and to implement economic development plans</li> <li>▪ Utilized innovative approaches to land use planning, such as transfer of development right initiatives and mitigation banking</li> <li>▪ Drafted multi-family tax exemption ordinances and negotiated and drafted related development agreement to incentivize development within the city</li> </ul> </li> </ul>
<b>Master Planned Communities, Sub Area Plans, &amp; Planned Action Ordinances</b>	<ul style="list-style-type: none"> <li>▪ Participated in drafting zoning provisions for master planned communities.</li> <li>▪ Recognized that a primary challenge in drafting master planned community ordinances, given their complexity, is ensuring the trade-offs are balanced and the city's long-term interests are being protected</li> <li>▪ Worked with client staff and consultant to negotiate and draft a subarea plan and planned action ordinance for a 212 acre development of new commercial and residential uses in a mixed-used urban village format; also counseled on adoption of a planned action environmental impact statement and comprehensive plan and code updates for the same project</li> </ul>
<b>Development Agreements and Joint Planning</b>	<ul style="list-style-type: none"> <li>▪ Negotiated and drafted development agreements on behalf of our city clients</li> <li>▪ Negotiated and drafted agreements related to annexation and joint-planning, which contemplate a future development agreement</li> <li>▪ Negotiated and drafted development agreement and multi-family tax exemption contract for a large mixed-use development project in city's town center.</li> </ul>
<b>Concurrency &amp; Impact Fees</b>	<ul style="list-style-type: none"> <li>▪ Drafted impact fee ordinances and defended the same in litigation; regularly invited to speak at CLEs on the subject</li> <li>▪ Drafted concurrency ordinances and defended the same in litigation</li> <li>▪ Regularly develop administrative records to support traffic conditions for major projects—developed thorough knowledge of this highly technical area, and have a history of working closely with traffic engineers on mitigation analysis</li> </ul>



	<ul style="list-style-type: none"> <li>▪ Similarly approach utility supply concerns, safety hazards, water supply, and other service issues</li> </ul>
<b>Mitigation Agreements</b>	<ul style="list-style-type: none"> <li>▪ Negotiated and drafted complex traffic mitigation agreements, including a recent agreement to mitigate the impacts of a 6050-unit mixed use development planned to occur in a neighboring jurisdiction—extra-jurisdictional nature of agreement added a layer of complexity because our client-city could not rely upon its permitting authority to mitigate the impact</li> <li>▪ Crafted project mitigation through SEPA, Chapter 43.21C RCW, and other avenues for mitigating development impacts</li> </ul>
<b>Permit Processing</b>	<ul style="list-style-type: none"> <li>▪ Regular interaction and advice to staff on land use permitting issues</li> <li>▪ Trained city staff and quasi-judicial decision makers on proper permit processing for the AWC insurance pool (AWC-RMSA)</li> </ul>
<b>Moratoria and Interim Zoning</b>	<ul style="list-style-type: none"> <li>▪ Advised on proper usage of the moratoria and interim zoning tools—these tools are frequently used during a sub-area planning process to ensure that new development is consistent with a forthcoming sub-area plan</li> </ul>
<b>Marijuana Uses</b>	<ul style="list-style-type: none"> <li>▪ Regularly advised on state and federal regulatory and case law regarding the legalization and regulation of medical and recreational marijuana</li> <li>▪ Counseled clients and drafted moratoria ordinance for certain marijuana uses</li> <li>▪ Advised client and drafted interim zoning regulations for recreational marijuana uses</li> </ul>
<b>Training of Decision-Makers</b>	<ul style="list-style-type: none"> <li>▪ Provided land use training to administrative and quasi-judicial decision makers on behalf of AWC-RMSA</li> </ul>
<b>Annexation</b>	<ul style="list-style-type: none"> <li>▪ Negotiated and drafted an annexation agreement with the City of Seattle and King County</li> <li>▪ Advised city staff and developer for property owner-driven annexation of property in the city's UGA</li> </ul>
<b>Appearance of Fairness Doctrine</b>	<ul style="list-style-type: none"> <li>▪ Significant experience both as advocates within an administrative hearing process and in the role of the city attorney charged with ensuring that the quasi-judicial hearing body complies with the doctrine and fairly considers applications for land use entitlements such as site specific rezones, variances, conditional use permits, preliminary plats, etc.</li> </ul>
<b>Administrative Hearings</b>	<ul style="list-style-type: none"> <li>▪ Routinely reviewed and consulted with city staff on staff reports and proposed conditions on development</li> <li>▪ Represent the city at administrative hearings on challenges to development conditions</li> <li>▪ Represented city in administrative appeal of a land use matter involving the use of a motel as short-term housing</li> </ul>
<b>Land Use Petition Act</b>	<ul style="list-style-type: none"> <li>▪ Defended and prosecuted LUPA appeals</li> <li>▪ Drafted legislative amendments to the state statute</li> </ul>



<b>Land Use Litigation</b>	<ul style="list-style-type: none"> <li>▪ Defended against alleged land use torts and damage claims on behalf of AWC-RMSA</li> <li>▪ Defended city’s authority regarding exemptions from school impact fees</li> <li>▪ Represented city seeking compliance against significant code violator claiming a prior legal non-conforming use – over \$50,000 judgment awarded to the city</li> </ul>
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## B. Employment Law and Labor Relations

Our attorneys have knowledge and experience advising municipal entities regarding compliance with employment and labor laws and have successfully defended such entities when disputes lead to adversarial proceedings or litigation. Our attorneys have practiced before many state and federal courts and agencies, including the Public Employment Relations Commission (PERC), the Washington State Human Rights Commission, the Department of Labor and Industries, the Employment Security Department, and the Equal Employment Opportunity Commission.

We have extensive experience in a variety of employment matters including the specific employment issues noted below.

Employment Law and Labor Relations Experience	
<b>Discrimination and Harassment Laws</b>	<ul style="list-style-type: none"> <li>▪ Advised regarding best employment practices to minimize claims of discrimination and harassment</li> <li>▪ Provided anti-harassment training</li> <li>▪ Managed and responded to agency complaints</li> </ul>
<b>Internal Investigations</b>	<ul style="list-style-type: none"> <li>▪ Conducted and oversaw investigations on a wide variety of workplace personnel issues, including harassment, discrimination, misconduct, theft, policy violations, and privacy incidents</li> </ul>
<b>Background Investigations</b>	<ul style="list-style-type: none"> <li>▪ Regularly counseled employers regarding background investigations, including compliance with the Fair Credit Reporting Act and relevant state laws regulating the use of criminal convictions and credit history</li> <li>▪ Advised on appropriate inquiries during the hiring process</li> </ul>
<b>Drug and Alcohol Testing</b>	<ul style="list-style-type: none"> <li>▪ Prepared drug and alcohol testing policies, including compliance with the Drug Free Workplace Act</li> <li>▪ Advised employers regarding results that may result in employee discipline</li> </ul>
<b>Leave Management</b>	<ul style="list-style-type: none"> <li>▪ Advised employers regarding compliance with federal, state, and local leave and disability laws.</li> <li>▪ Interacted closely and continuously with clients to resolve accommodation issues and provide advice regarding compliance with federal and state family leave, pregnancy leave, and other leave laws.</li> <li>▪ Provided management training on leave laws and assist clients in developing wellness programs</li> </ul>



<b>Employment Agreements &amp; Policies</b>	<ul style="list-style-type: none"> <li>▪ Prepared employment agreements, offer letters, and agreements restricting competition and protecting intellectual property</li> <li>▪ Prepared employee handbooks and reviewed policies for legal compliance and risk management</li> </ul>
<b>Health &amp; Safety Laws</b>	<ul style="list-style-type: none"> <li>▪ Advised clients regarding compliance with OSHA, WISHA, and other state safety laws</li> <li>▪ Assisted clients with preparation of safety and workplace violence policies</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>▪ Provided training to help employers comply with relevant employment laws and to minimize legal claims; includes compliance with federal and state leave laws, equal employment opportunity laws, performance management systems, service animal compliance, and employee selection</li> </ul>
<b>Public Disclosure Requests</b>	<ul style="list-style-type: none"> <li>▪ Regularly assisted clients in responding to public record and union information requests that touch on employment issues</li> </ul>
<b>Terminations &amp; Layoffs</b>	<ul style="list-style-type: none"> <li>▪ Advised clients on layoff and disciplinary decisions, including compliance with federal Older Workers' Benefit Protection Act</li> <li>▪ Worked closely with clients to prepare separation agreements and to carry out terminations and layoffs to minimize legal claims</li> <li>▪ Represented management in hearings for unemployment benefits when litigation was likely</li> </ul>
<b>Wage &amp; Hour Compliance</b>	<ul style="list-style-type: none"> <li>▪ Advised clients regarding classification of workers as independent contractors and as non-exempt or exempt</li> <li>▪ Assisted clients with agency audits, including the U.S. Department of Labor, the Washington Department of Labor and Industries, and the Washington Department of Employment Security</li> </ul>
<b>Labor Relations</b>	<ul style="list-style-type: none"> <li>▪ Represented public employers in a variety of labor relations matters including: <ul style="list-style-type: none"> <li>▪ Acted as lead negotiator or "back room" advisor during labor negotiations, including interest-based bargaining</li> <li>▪ Responded to organizing campaigns and related proceedings</li> <li>▪ Responded to unfair labor practice charges and unit clarification petitions before PERC</li> <li>▪ Provided representation in PERC hearings and grievance mediation</li> <li>▪ Counseled on day-to-day union matters, including interpretation of collective bargaining agreements</li> <li>▪ Counseled on and drafted grievance responses and settlement</li> </ul> </li> </ul>

### C. Public Works

We have extensive experience providing comprehensive advice, counsel, and representation on all public works matters, from planning and bidding a project through to final acceptance and close-out. Our attorneys have also aided our client cities in entering into cooperative interlocal agreements with neighboring jurisdictions to promote efficiencies in city services. Below is a representative selection of Lighthouse attorneys' collective experience.



Public Works	
<b>Bidding &amp; Contracting</b>	<ul style="list-style-type: none"> <li>▪ Regularly drafted and reviewed bidding advertisements and public works contracting documents for publically advertised large public works projects, projects bid through Small Works Roster and Limited Public Works projects; counseled regarding bid protests and bid acceptance, including determination of responsible bidders</li> <li>▪ Routinely advised on all forms of project sureties including bid bonds, retainage, materials bonds, performance bonds, and contractor bonds</li> <li>▪ Routinely advised on issues of prevailing wage requirements and reporting of certificates and affidavits of wages paid</li> <li>▪ Advised on proper procedures for close-out and acceptance of public works projects</li> </ul>
<b>Stormwater Facilities / NPDES Permits</b>	<ul style="list-style-type: none"> <li>▪ Assisted in drafting bid documents for storm water maintenance contracts</li> <li>▪ Advised on compliance and permitting associated with stormwater drainage requirements and associated programmatic revisions.</li> <li>▪ Served as counsel for several projects with complex drainage resolutions consistent with evolving federal, state, and local requirements</li> <li>▪ Counseled and advised staff regarding compliance with city's NPDES Permit, including advising violators of the city's responsibility for the same</li> </ul>
<b>Franchises &amp; Franchise Fees</b>	<ul style="list-style-type: none"> <li>▪ Drafted telecommunications franchise agreements f</li> <li>▪ Worked with outside counsel on negotiation and drafting of franchise agreement with cable, internet, and telephone provider</li> <li>▪ Negotiated and drafted contract with solid waste provider</li> </ul>
<b>Transportation Benefit Districts</b>	<ul style="list-style-type: none"> <li>▪ Drafted relevant ordinance and resolution to create transportation benefit district (TBD)</li> <li>▪ Counseled clients on available TBD funding sources and restrictions on funds</li> <li>▪ Drafted resolution, ballot language, and voter's pamphlet statement for sales tax increase proposition to fund created TBD</li> </ul>

#### D. Finance

Below is a representative selection of Lighthouse attorney's collective experience advising and counseling client cities' finance departments.

Finance	
<b>Use of Public Funds / Gifting</b>	<ul style="list-style-type: none"> <li>▪ Regularly counsel and advise staff regarding proper use of public funds and restriction on the gifting of public funds and provide guidance on how to achieve programmatic goals without violating this state constitutional requirement</li> </ul>
<b>Taxes, fees, and charges</b>	<ul style="list-style-type: none"> <li>▪ Drafted ordinances for utility tax rate adjustments and taxation of new utilities</li> <li>▪ Advised on implementation of business and occupation tax</li> <li>▪ Advised on implementation of acceptance of credit cards for processing development permitting fees and policies for recouping card processing fees</li> </ul>



<b>State Financial Audits</b>	<ul style="list-style-type: none"> <li>▪ Counseled on regular inquiries of state auditor through the course of the annual financial audit and appeals of management letters and findings</li> </ul>
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#### E. Public Purchasing and Contracting

We provide guidance to cities in all areas of public purchasing and contracting, including developing purchasing policies and drafting, reviewing and revising all manner of contracts, including but not limited to professional services agreements, interlocal agreements, employment agreements, non-competition agreements, non-disclosure agreements, public event agreements, lease agreements, real estate purchase and sale agreements, and public works bidding and contracting documents.

Purchasing and Contracting	
<b>Purchasing Policies</b>	<ul style="list-style-type: none"> <li>▪ Comprehensively revised purchasing policies and procedures to increase compliance and gain efficiencies in staff time for processing purchases</li> <li>▪ Regularly advise on proper procurement and purchasing procedures</li> </ul>
<b>Service Contracts</b>	<ul style="list-style-type: none"> <li>▪ Drafted templated service agreements for professional and personal services</li> <li>▪ Regularly advise on vendor inquiries regarding form contract and draft bespoke provisions as required</li> </ul>
<b>Real Property Agreements</b>	<ul style="list-style-type: none"> <li>▪ Negotiated and drafted a complex easement agreement for the benefit of the city with Bonneville Power Authority as part of the development of large public park</li> <li>▪ Negotiated and drafted a right of first refusal agreement with school district for the acquisition of property within the proposed future town center site</li> <li>▪ Renegotiated the terms of city's long-term commercial lease agreement for city hall facility</li> <li>▪ Negotiated and drafted easement agreement with developer for dedication and maintenance of public space included in town center development project</li> <li>▪ Negotiated and drafted sublease agreement with King County for the King County Sheriff's Office's use of the city's commercial office space</li> <li>▪ Negotiated and drafted a complex ground lease agreement with the Tukwila School District for the city's pool facility</li> <li>▪ Negotiated and drafted with telecommunication company an easement agreement and lease for the siting of a wireless communications tower on city property</li> </ul>
<b>Interlocal Agreements</b>	<ul style="list-style-type: none"> <li>▪ Negotiated and reviewed ILAs for core city services (e.g., police, business licensing, etc.)</li> <li>▪ Drafted numerous ILAs between jurisdictions regarding shared services and cooperative purchasing</li> <li>▪ Regularly review ILAs amongst numerous jurisdictions for collective regional services (e.g., animal services, jail services, human services, etc.)</li> </ul>



## F. Public Disclosure

Our attorneys have experience assisting clients with the review of materials produced in response to Public Records Act requests. Responding to public records requests can be burdensome to a city. We understand the resources it takes to fulfill records requests and attempt to assist cities in making this process as efficient as possible. In addition, we provide cities with tools to manage this burden on city staff. Our attorneys have extensive experience managing public record and disclosure obligations of municipal entities – below is a selective representation of our collective experience.

Public Disclosure Experience	
<b>Policy Development and Training</b>	<ul style="list-style-type: none"> <li>▪ Drafted technology use policy to harmonize with public records policy; worked with IT staff to assess available technologies and software to aid in Web-based and electronic records retention</li> <li>▪ Provided regular training to public records officers, elected and appointed officials, and staff regarding public records policies and procedures</li> </ul>
<b>Public Records Requests</b>	<ul style="list-style-type: none"> <li>▪ Regularly manage public records requests, including consultation regarding exemptions, advice regarding the response process and scope, and negotiations with the requestor regarding the scope of the request</li> </ul>
<b>Records Retention</b>	<ul style="list-style-type: none"> <li>▪ Regularly advise on document retention and destruction schedules and review flagged documents for destruction</li> </ul>

## G. City Governance

Lighthouse recognizes the importance of its role as legal counsel to public agencies and is diligent in providing trusted counsel to ensure that our client cities govern according to all applicable state and local laws, rules, and policies, as well as meet the ethical duties and responsibilities required of all public agencies and servants. Below is a representative selection of Lighthouse attorneys' collective city governance experience.

City Governance Experience	
<b>Open Public Meetings Act (OPMA)</b>	<ul style="list-style-type: none"> <li>▪ Regularly advised clients regarding open governance and compliance with OPMA, including noticing of regular and special public meetings, consulting on matters appropriate for executive session, and advising council members, board members, commissioners, and staff liaisons to legislative and advisory bodies regarding OPMA compliance</li> <li>▪ Provided open governance training required under the recently enacted Open Government Trainings Act</li> </ul>
<b>Ethics</b>	<ul style="list-style-type: none"> <li>▪ Regularly advised council members on government ethics, including but not limited to conflicts of interest, confidential information, compensation, gifting, and outside business activities/employment</li> </ul>



**H. Code Enforcement**

Lighthouse attorneys have extensive experience advising, counseling, and representing client cities in all aspects of code enforcement. Our attorneys regularly counsel on code interpretation and assist in code redrafting to ensure that a city’s code is clear and enforceable, and also routinely work with city staff and those in violation of the code to achieve compliance. Our attorneys have also represented cities in superior court to obtain warrants and judgments to allow the city to enter a property, abate a violation, and recoup the costs for that action. Below is a representative selection of Lighthouse attorney’s collective code enforcement experience.

Code Enforcement Experience	
<b>Corrective Actions</b>	<ul style="list-style-type: none"> <li>▪ Drafted and reviewed administrative notice and order of violation, civil citations, and voluntary corrective action agreements</li> <li>▪ Counseled city staff in development and implementation of residential rental inspection program</li> <li>▪ Worked with staff, property owner, opposing counsel, the State Department of Ecology, and King County Health Department to remediate numerous code enforcement issues on a large commercial property site, including the removal of environmentally hazardous materials and the implementation of measures to eliminate stormwater contamination</li> <li>▪ Worked with staff, property owner, state agencies, and various community and legal aid organizations to resolve life-threatening code enforcement issues to prevent the condemnation of an entire trailer park and potential displacement of over 200 residents</li> </ul>
<b>Warrants and Judgments</b>	<ul style="list-style-type: none"> <li>▪ Represented client cities in court actions for warrants of abatement and judgments against code violators</li> </ul>
<b>Code Interpretation and Revisions</b>	<ul style="list-style-type: none"> <li>▪ Regularly advise on interpretation and application of city codes and state statutes and assist in drafting administrative opinions regarding the same</li> </ul>

