

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

CITY COUNCIL AGENDA

December 17, 2025

6:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

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

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

- 1. Minutes - Regular City Council Meeting - November 25, 2025
- 2. Check Register - Regular
- 3. Out-of-State Training - Sergeant Lowe
- 4. Out-of-State Training - Sergeant McCombs
- 5. 2022-PS-05 - Mark Christ, Architect - Amendment No. 8
- 6. Appointment to Arts Commission - JoAnn Lazon and Kim Schlimmer
- 7. 2026 Lodging Tax Grant Recommendations
- 8. Interlocal Agreement - Skagit County - Source Control Inspections
- 9. Interlocal Agreement - Skagit Conservation District - Public Outreach
- 10. Professional Service Agreement - Paulsen Realty LLC - Real Estate
- 11. Contract Supplements - Semrau Engineering & Surveying, Epic Land Solutions Inc and DKG Inc - Cascade Trail 2A
- 12. Resolution 1172-25 - 2026 Non-Represented Staff Salary Schedule
- 13. P-W-126(P06)-1 - Transportation Improvement Board - Cascade Trail West Extension Phase 2A
- 14. Contract Supplement No. 5 - Reichhardt & Ebe Engineering - Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements

- f. Introduction of Special Guests and Presentation**

- g. City Administrator Report**

- 1. City Council Goal Setting for 2027-2028

- 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 Attn: 'Public Comment' until 4:30pm the day before the meeting.

k. Public Hearing(s)

1. Ordinance 2110-25 - 2025 Budget Amendment No. 4

l. Unfinished Business

1. Ordinance 2083-25 - Amending SWMC Chapter 17.100 Accessory Dwelling Units

m. New Business

1. Funding Acceptance - Department of Ecology - WWTP Facility Plan

n. Information Only Items

1. Economic Development Action Strategy Annual Update

o. Oath of Office

1. Oath of Office - City Council - JoEllen Kesti, Joe Burns, Nick Lavacca, and Nora Pederson

p. Executive Session

q. Adjournment

Next Meeting(s) City Council - January 7, 2026

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:

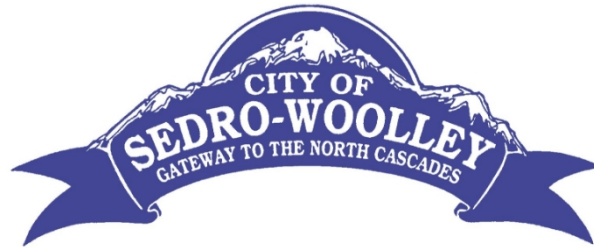
- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

City of Sedro-Woolley

City Council - December 17, 2025

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: December 17, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - November 25, 2025

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting held on November 25, 2025.

BACKGROUND/SUMMARY INFORMATION:

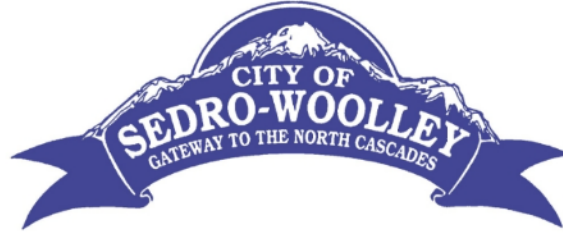
Minutes recorded for the regular City Council Meeting held on November 25, 2025.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2025.11.25 Regular City Council Meeting Minutes



Regular Meeting of the City Council
November 25, 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, Nick Lavacca. Councilmember Loy and Councilmember Henderson joined online.

d. Approval of Agenda

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

e. Consent Agenda

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

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

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

Public Works Director Bill Bullock shared the concept of a small works project priorities program led by staff and city council which may include transportation, parks, stormwater and sidewalk improvements.

h. Councilmember and Mayor's Report

Councilmember Loy shared he has been in the hospital for 3 weeks and is hoping to return soon.

Councilmember Kesti shared information about Shop Small Saturday, and announced the downtown Christmas Tree will be put up November 29, 2025 then mentioned the Woolley Wreath Jubilee will be at the Museum this weekend from 4pm to 7pm.

Councilmember Diamond wished everyone a Happy Thanksgiving.

Councilmember Henderson spoke with Councilmember Loy and wished him a speedy recovery as well as wished everyone a Happy Thanksgiving.

Councilmember Cocke wished Councilmember Loy a speedy recovery, then announced he and the Mayor had attended the Port of Skagit Building HUB restoration and the Housing Forum and said he had learned a lot, thanks to Community Development Director Tom Glover and Planner Nicole McGowan.

Councilmember Cocke announced that Skagit County has opened their winter shelters, and wished everyone a Happy Thanksgiving.

Councilmember Burns is glad to hear Councilmember Loy is feeling better and wished everyone a great Thanksgiving.

Councilmember Lavacca mentioned a dip in the pavement on Talcott St and Township St and requested public works take a look at it.

Councilmember Lavacca wished everyone a Happy Thanksgiving and said the roundabout looks nice.

Mayor Julia Johnson shared that she and Councilmember Burns attended the Housing Forum on Tuesday night, November 24, 2025, and complimented Community Development Director Tom Glover and Planner Nicole McGowan for the amazing presentation along with the speakers and announced that the Housing Commission was presented on Thursday night, November 26, 2025.

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 Attn: 'Public Comment' until 4:30pm the day before the meeting.

A public comment was held.

Joe Kunzler, Philip Murray and Matthew Martin made public comment.

k. Public Hearing(s)

l. Unfinished Business

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

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

Motion made by Councilmember Burns and seconded by Councilmember Cocke to approve Ordinance 2109-25 and amend the 2026 budget. Motion carried (7-0).

m. Closed Session

1. To Discuss A Collective Bargaining Agreement

At 6:45pm the Mayor, Julia Johnson, announced the City Council, City Attorney Nikki Thompson and City Administrator Charlie Bush, would be in closed session to discuss a collective bargaining agreement for 10 minutes to return at 6:55pm.

n. New Business

1. Collective Bargaining Agreement 2025-2027 - Sedro-Woolley Public Safety Guild - Police Commissioned

Motion made by Councilmember Cocke and seconded by Councilmember Diamond to approve the 2025-2027 collective bargaining agreement with Sedro-Woolley Public Safety Guild for commissioned employees. Motion carried (7-0).

2. Resolution 1171-25 - 2026 Master Fee Schedule - 1st Read

Finance Director Kelly Kohnken presented Resolution 1171-25, the 2026 Master Fee Schedule.

Motion made by Councilmember Burns and seconded by Councilmember Henderson to approve Resolution 1171-25, the Master Fee Schedule. Motion carried (7-0).

3. 2025-228-IA - Thompson, Guildner & Associates, Inc., P.S. - Municipal Legal and Support Services

City Administrator Charlie Bush presented a replacement contract for our Municipal Legal and Support Systems.

Motion made by Councilmember Burns and seconded by Councilmember Cocke to approve the 2025-217 Interlocal Agreement, with Thompson, Guildner, and Associates., PS, Municipal Legal and Support Systems. Motion carried (6-1). Councilmember Kesti opposed.

o. Information Only Items

p. Executive Session

q. Adjournment

The meeting adjourned at 7:15pm.

r. Closed Session

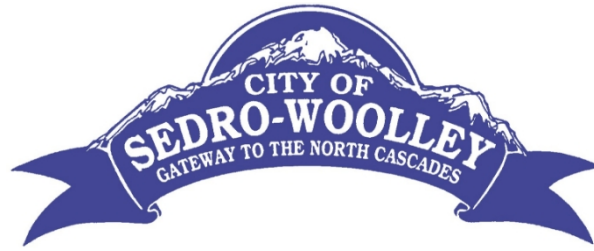
1. To Discuss A Collective Bargaining Agreement

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: December 17, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

BACKGROUND/SUMMARY INFORMATION:

Claims checks #205657 through #205747, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61503 through #61512.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$1,103,518.72

Payroll totaling \$636,980.57

ATTACHMENTS:

1. 2025-12-10 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:25:05 Date: 12/10/2025

12/10/2025 To: 12/10/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
12318	12/10/2025	Claims	2	EFT	Cascade Natural Gas Corp	32.31	
					104 - 559 30 00 104 - Redevelopment of Property for	32.31	
12319	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	98.82	
					101 - 576 80 47 025 - Olmsted Park	98.82	
12320	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	14.91	
					101 - 576 80 47 053 - Other Utilities	14.91	
12321	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	98.82	
					104 - 559 30 01 104 - Utility Payments on Redevelop	98.82	
12322	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	14.91	
					104 - 595 20 63 082 - RW Trail Road Extension	14.91	
12323	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	14.91	
					104 - 595 20 63 082 - RW Trail Road Extension	14.91	
12324	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	98.82	
					104 - 559 30 01 105 - Utility Payments on Redevelop	98.82	
12325	12/10/2025	Claims	2	EFT	City of Sedro-Woolley	41.27	
					001 - 558 60 49 041 - Miscellaneous - Planning And	41.27	
12326	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	87.26	
					401 - 535 80 47 000 - Public Utilities	87.26	
12327	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	87.26	
					101 - 576 80 47 053 - Other Utilities	87.26	
12328	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	453.04	
					001 - 522 50 47 000 - Public Utilities	453.04	
12329	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	87.26	
					104 - 559 30 01 105 - Utility Payments on Redevelop	87.26	
12330	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	87.26	
					001 - 522 50 47 000 - Public Utilities	87.26	
12331	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	78.66	
					001 - 522 50 47 000 - Public Utilities	78.66	
12332	12/10/2025	Claims	2	EFT	Cnty of Skagit Public Utility	87.26	
					401 - 535 80 47 000 - Public Utilities	87.26	
12333	12/10/2025	Claims	2	EFT	Comcast Holdings Corp	674.46	
					001 - 518 80 42 021 - Internet Services	674.46	
12334	12/10/2025	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA	78.53	
					001 - 591 20 70 522 - Leases + Subscription IT (SBITA	235.56	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA	78.53	
					001 - 591 23 70 001 - Lease + Subscription IT (SBITA)	235.56	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	235.56	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA	78.53	
12335	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	15,073.46	
					103 - 542 63 47 000 - Public Utilities	15,073.46	
12336	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.87	
					103 - 542 63 47 000 - Public Utilities	10.87	
12337	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	198.77	
					001 - 521 20 47 000 - Public Utilities	198.77	
12338	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	67.48	
					401 - 535 80 47 000 - Public Utilities	67.48	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:25:05 Date: 12/10/2025

12/10/2025 To: 12/10/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
12339	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	32.94	
					101 - 576 80 47 053 - Other Utilities	32.94	
12340	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	496.12	
					101 - 576 80 47 000 - Riverfront	496.12	
12341	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	356.47	
					101 - 576 80 47 000 - Riverfront	356.47	
12342	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.87	
					101 - 576 80 47 000 - Riverfront	10.87	
12343	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	95.38	
					103 - 542 63 47 000 - Public Utilities	95.38	
12344	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	189.52	
					101 - 576 80 47 052 - Bingham Caretaker	189.52	
12345	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	480.63	
					101 - 576 80 47 010 - Community Center	480.63	
12346	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	112.81	
					102 - 536 20 47 000 - Public Utilities	112.81	
12347	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	121.19	
					103 - 542 63 47 000 - Public Utilities	121.19	
12348	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	141.64	
					103 - 542 63 47 000 - Public Utilities	141.64	
12349	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	161.97	
					401 - 535 80 47 000 - Public Utilities	161.97	
12350	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.87	
					101 - 576 80 47 053 - Other Utilities	10.87	
12351	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	30.64	
					425 - 531 50 47 000 - Public Utilities	30.64	
12352	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	19.23	
					101 - 576 80 47 040 - Train	19.23	
12353	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	184.91	
					412 - 537 80 47 000 - Public Utilities	184.91	
12354	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	14,948.74	
					401 - 535 80 47 000 - Public Utilities	14,948.74	
12355	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	13.17	
					101 - 576 80 47 000 - Riverfront	13.17	
12356	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	152.52	
					401 - 535 80 47 000 - Public Utilities	152.52	
12357	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	513.38	
					401 - 535 80 47 000 - Public Utilities	513.38	
12358	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	160.53	
					425 - 531 50 47 000 - Public Utilities	160.53	
12359	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	70.30	
					101 - 576 80 47 030 - Museum Apartments	70.30	
12360	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	10.84	
					101 - 576 80 47 030 - Museum Apartments	10.84	
12361	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	148.23	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:25:05 Date: 12/10/2025

12/10/2025 To: 12/10/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 47 000 - Public Utilities			148.23	
12362	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	31.62	
			101 - 576 80 47 030 - Museum Apartments			31.62	
12363	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	181.33	
			101 - 576 80 47 050 - Hammer Square			181.33	
12364	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	3,738.52	
			101 - 576 80 47 070 - City Hall			3,738.52	
12365	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	85.09	
			401 - 535 80 47 000 - Public Utilities			85.09	
12366	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	468.90	
			101 - 576 80 47 020 - Senior Center			468.90	
12367	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	318.00	
			401 - 535 80 47 000 - Public Utilities			318.00	
12368	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	198.26	
			401 - 535 80 47 000 - Public Utilities			198.26	
12369	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	318.58	
			401 - 535 80 47 000 - Public Utilities			318.58	
12370	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	58.37	
			001 - 521 20 47 000 - Public Utilities			58.37	
12371	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	1,814.75	
			001 - 522 50 47 000 - Public Utilities			1,814.75	
12372	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	100.36	
			101 - 576 80 47 051 - Bingham / Memorial			100.36	
12373	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	68.59	
			104 - 559 30 01 105 - Utility Payments on Redevelop			68.59	
12374	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	1,024.06	
			401 - 535 80 47 000 - Public Utilities			1,024.06	
12375	12/10/2025	Claims	2	EFT	Puget Sound Energy, Inc.	295.04	
			101 - 576 80 47 051 - Bingham / Memorial			295.04	
12376	12/10/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	520.23	
			001 - 521 20 42 020 - Telephone			440.21	
			101 - 576 80 42 020 - Telephone			40.01	
			001 - 595 10 42 025 - Cell Phones			40.01	
12377	12/10/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	577.64	
			001 - 521 20 42 020 - Telephone			566.93	
			001 - 522 20 42 020 - Telephone			-69.31	
			101 - 576 80 42 020 - Telephone			40.01	
			001 - 595 10 42 025 - Cell Phones			40.01	
12378	12/10/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	4,317.42	
			001 - 513 10 42 020 - Telephone			211.69	
			001 - 514 23 42 020 - Telephone			107.44	
			001 - 518 80 42 020 - Telephone			107.44	
			001 - 521 20 42 020 - Telephone			1,891.74	
			001 - 524 20 42 020 - Telephone			82.93	
			401 - 535 80 42 030 - Cell Phones			487.91	
			102 - 536 20 42 020 - Telephone			108.21	
			412 - 537 80 42 025 - Cell Phones			421.36	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:25:05 Date: 12/10/2025

12/10/2025 To: 12/10/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 42 020 - Telephone			250.93	
			001 - 558 60 42 020 - Telephone			68.20	
			101 - 576 80 42 020 - Telephone			354.41	
			001 - 595 10 42 025 - Cell Phones			225.16	
12379	12/10/2025	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	4,307.35	
			001 - 513 10 42 020 - Telephone			211.69	
			001 - 514 23 42 020 - Telephone			107.44	
			001 - 518 80 42 020 - Telephone			107.44	
			001 - 521 20 42 020 - Telephone			1,892.18	
			001 - 524 20 42 020 - Telephone			147.45	
			401 - 535 80 42 030 - Cell Phones			451.54	
			102 - 536 20 42 020 - Telephone			108.21	
			412 - 537 80 42 025 - Cell Phones			421.36	
			103 - 542 30 42 020 - Telephone			250.93	
			001 - 558 60 42 020 - Telephone			68.20	
			101 - 576 80 42 020 - Telephone			354.41	
			001 - 595 10 42 025 - Cell Phones			186.50	
12380	12/10/2025	Claims	2	EFT	WEX Bank	14,358.06	
			001 - 518 20 32 000 - Auto Fuel			133.19	
			001 - 521 20 32 000 - Auto Fuel			7,431.78	
			001 - 522 20 32 000 - Auto Fuel/Diesel			4,247.06	
			001 - 522 20 32 000 - Auto Fuel/Diesel			137.44	
			425 - 531 50 32 000 - Vehicle Fuel			266.28	
			401 - 535 80 32 000 - Auto Fuel/Diesel			480.15	
			412 - 537 80 32 000 - Auto Fuel/Diesel			290.26	
			103 - 542 30 32 000 - Auto Fuel/Diesel			558.39	
			101 - 576 80 32 000 - Auto Fuel/Diesel			813.51	
12381	12/10/2025	Claims	2	EFT	WEX Bank	10,825.06	
			001 - 518 20 32 000 - Auto Fuel			111.63	
			001 - 521 20 32 000 - Auto Fuel			6,068.76	
			001 - 522 20 32 000 - Auto Fuel/Diesel			3,072.84	
			425 - 531 50 32 000 - Vehicle Fuel			92.58	
			401 - 535 80 32 000 - Auto Fuel/Diesel			218.85	
			102 - 536 20 32 001 - Propane			117.53	
			412 - 537 80 32 000 - Auto Fuel/Diesel			88.73	
			103 - 542 30 32 000 - Auto Fuel/Diesel			571.52	
			101 - 576 80 32 000 - Auto Fuel/Diesel			482.62	
12382	12/10/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	236.30	
			001 - 518 80 42 021 - Internet Services			236.30	
12383	12/10/2025	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	481.52	
			401 - 535 80 42 020 - Telephone			481.52	
12384	12/10/2025	Claims	2	205657	A-1 Mobile Lock & Key	84.79	
			103 - 542 30 31 000 - Operating Supplies			84.79	
12385	12/10/2025	Claims	2	205658	A-1 Shredding	564.00	
			001 - 512 50 31 000 - Supplies			60.00	
			001 - 514 23 31 000 - Supplies			60.00	
			001 - 514 23 31 000 - Supplies			60.00	
			001 - 514 23 31 000 - Supplies			60.00	
			001 - 521 20 41 001 - Professional Services			114.00	
			001 - 521 20 41 001 - Professional Services			120.00	
			001 - 524 20 31 000 - Off/Oper Supps & Books			15.00	
			001 - 524 20 31 000 - Off/Oper Supps & Books			15.00	
			001 - 558 60 31 000 - Supplies/Books			15.00	
			001 - 558 60 31 000 - Supplies/Books			15.00	
			001 - 595 10 31 000 - Supplies			15.00	
			001 - 595 10 31 000 - Supplies			15.00	

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12386	12/10/2025	Claims	2	205659	Aaron Logue	733.05	
					412 - 537 80 41 000 - Professional Services	733.05	
12387	12/10/2025	Claims	2	205660	Ackermann Electric Co.	465.89	
					401 - 535 50 48 050 - Maint Of General Equip	332.78	
					401 - 535 80 41 000 - Professional Services	133.11	
12388	12/10/2025	Claims	2	205661	Amazon Capital Svcs, Inc	2,427.77	
					001 - 514 23 31 000 - Supplies	17.35	
					001 - 514 23 31 000 - Supplies	10.84	
					001 - 514 23 31 000 - Supplies	108.59	
					001 - 514 23 31 000 - Supplies	43.41	
					001 - 514 23 31 000 - Supplies	33.00	
					001 - 514 23 31 000 - Supplies	13.02	
					001 - 514 23 31 000 - Supplies	688.05	
					001 - 514 23 31 000 - Supplies	-18.97	
					001 - 517 90 43 001 - Employee Recognition	86.37	
					001 - 521 20 26 000 - Uniforms/Accessories	106.26	
					001 - 521 20 31 002 - Office/Operating Supplies	118.37	
					001 - 521 20 31 002 - Office/Operating Supplies	164.00	
					001 - 521 20 31 002 - Office/Operating Supplies	46.15	
					001 - 521 20 31 002 - Office/Operating Supplies	17.37	
					001 - 521 20 31 002 - Office/Operating Supplies	33.21	
					001 - 521 20 31 002 - Office/Operating Supplies	-118.37	
					001 - 521 20 41 023 - Canine	57.87	
					001 - 522 20 31 000 - Operating Supplies	28.23	
					001 - 522 20 31 001 - Flags	58.80	
					001 - 522 20 35 000 - Small Tools & Minor Equip	336.54	
					001 - 522 20 35 000 - Small Tools & Minor Equip	239.76	
					001 - 524 20 31 000 - Off/Oper Supps & Books	48.26	
					001 - 524 20 31 000 - Off/Oper Supps & Books	4.77	
					401 - 535 80 31 000 - Office Supplies	10.85	
					103 - 542 30 31 000 - Operating Supplies	30.59	
					103 - 542 30 31 000 - Operating Supplies	22.17	
					001 - 558 60 31 000 - Supplies/Books	48.26	
					001 - 558 60 31 000 - Supplies/Books	4.77	
					101 - 576 80 31 006 - Operating Sup - City Hall	58.10	
					101 - 576 80 48 009 - Hammer Square	46.70	
					101 - 576 80 48 016 - City Hall	30.40	
					001 - 595 10 31 000 - Supplies	48.27	
					001 - 595 10 31 000 - Supplies	4.78	
12389	12/10/2025	Claims	2	205662	Angel Armor LLC	6,134.34	
					001 - 521 20 26 020 - Ballistic Vests	6,134.34	
12390	12/10/2025	Claims	2	205663	Axon Enterprise, Inc.	1,070.36	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	1,070.36	
12391	12/10/2025	Claims	2	205664	Beaver Lake Quarry	258.41	
					103 - 542 30 48 002 - Crushed Aggregate	258.41	
12392	12/10/2025	Claims	2	205665	Bonner Electrical Contracting LLC	11,824.49	
					104 - 559 30 00 105 - Redevelopment of Property for	11,824.49	
12393	12/10/2025	Claims	2	205666	Boulder Park Inc	20,936.52	
					401 - 535 80 35 020 - Solids Handling	20,936.52	
12394	12/10/2025	Claims	2	205667	Bound Tree Medical LLC	177.99	
					001 - 522 21 35 000 - Small Tools & Minor Equipmer	177.99	
12395	12/10/2025	Claims	2	205668	Jana R. Bouzek	545.00	
					001 - 521 20 41 001 - Professional Services	545.00	

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12396	12/10/2025	Claims	2	205669	C.Hlth130, dba Cardinal Health 112 LLC	1,144.66	
					001 - 522 21 31 000 - Operating Supplies - Medical	1,144.66	
12397	12/10/2025	Claims	2	205670	Carl's Towing & Muffler	645.08	
					001 - 521 20 41 001 - Professional Services	322.54	
					001 - 521 20 41 001 - Professional Services	322.54	
12398	12/10/2025	Claims	2	205671	Zach Carroll	612.25	
					001 - 521 40 43 000 - Travel	158.00	
					001 - 521 40 43 000 - Travel	454.25	
12399	12/10/2025	Claims	2	205672	Certerra Northwest	40.90	
					101 - 594 76 63 025 - Olmsted Park	40.90	
12400	12/10/2025	Claims	2	205673	Cities Insurance Assoc	774,798.03	
					001 - 512 50 46 000 - Insurance & Bonds	868.91	
					001 - 514 23 46 000 - Insurance & Bonds	6,983.30	
					001 - 514 23 46 000 - Insurance & Bonds	302.09	
					001 - 514 23 46 000 - Insurance & Bonds	1,010.03	
					001 - 515 31 46 000 - Insurance	2,908.59	
					001 - 518 80 46 000 - Insurance	2,591.41	
					001 - 521 20 46 000 - Insurance	-2,020.59	
					001 - 521 20 46 000 - Insurance	203,796.44	
					001 - 522 50 46 000 - Insurance	143,922.11	
					001 - 524 20 46 000 - Insurance	3,403.99	
					425 - 531 50 46 000 - Insurance	45,475.98	
					401 - 535 80 46 000 - Insurance	159,922.97	
					102 - 536 20 46 000 - Insurance	12,771.60	
					412 - 537 80 46 000 - Insurance	62,092.98	
					103 - 543 30 46 000 - Insurance	71,054.21	
					001 - 558 60 46 000 - Insurance	2,046.33	
					101 - 576 80 46 000 - Insurance	53,483.65	
					001 - 595 10 46 000 - Insurance	4,184.03	
12401	12/10/2025	Claims	2	205674	Cory Starkovich	157.08	
					001 - 522 20 48 000 - Repairs/Maint-Equip	157.08	
12402	12/10/2025	Claims	2	205675	A. Dykstra, dba Dykstra Farms LLC	560.00	
					412 - 537 60 47 020 - Site Yard Waste Disposal	560.00	
12403	12/10/2025	Claims	2	205676	E & E Lumber, Inc.	1,915.21	
					401 - 535 50 48 020 - Maint Of Pumping Equip	36.16	
					102 - 536 20 31 010 - Operating Supplies	39.39	
					103 - 542 30 31 000 - Operating Supplies	597.19	
					103 - 542 30 31 000 - Operating Supplies	37.74	
					103 - 542 30 31 000 - Operating Supplies	10.39	
					103 - 542 30 31 000 - Operating Supplies	24.58	
					103 - 542 30 31 000 - Operating Supplies	375.30	
					103 - 542 30 31 000 - Operating Supplies	22.40	
					103 - 542 30 31 000 - Operating Supplies	18.09	
					103 - 542 30 31 000 - Operating Supplies	28.62	
					103 - 542 30 31 000 - Operating Supplies	-192.86	
					104 - 559 30 00 105 - Redevelopment of Property for	851.64	
					101 - 576 80 31 000 - Operating Sup - Tesarik Park	27.07	
					101 - 576 80 35 010 - Safety Equipment	19.79	
					101 - 576 80 48 005 - Senior Center	19.71	
12404	12/10/2025	Claims	2	205677	Enviro-Clean Equip, Inc.	1,325.23	
					425 - 531 50 31 000 - Operating Supplies	1,210.46	
					425 - 531 50 48 000 - Repairs/Maintenance	114.77	
12405	12/10/2025	Claims	2	205678	Eurofins Enviro Testing	1,170.00	
					401 - 535 80 41 000 - Professional Services	758.00	

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			401 - 535 80 41 000 - Professional Services			69.00	
			401 - 535 80 41 000 - Professional Services			273.00	
			401 - 535 80 41 000 - Professional Services			70.00	
12406	12/10/2025	Claims	2	205679	Excavation West Inc	1,284.00	
			104 - 595 62 63 081 - Const - Sch A 2025 Pvt & Ped			1,284.00	
12407	12/10/2025	Claims	2	205680	Family Promise of Skagit Valley	4,382.52	
			117 - 551 00 00 117 - Affordable Housing - Operatio			4,382.52	
12408	12/10/2025	Claims	2	205681	Ferguson US Holdings, Inc	451.70	
			103 - 542 30 31 000 - Operating Supplies			5.92	
			101 - 576 80 48 009 - Hammer Square			51.36	
			101 - 594 76 61 003 - Miscellaneous Park Upgrades			394.42	
12409	12/10/2025	Claims	2	205682	Fire House Innovations LI	1,955.00	
			001 - 522 45 49 000 - Training Facilities			1,955.00	
12410	12/10/2025	Claims	2	205683	FirstNET/AT&T Mobility	1,496.09	
			001 - 522 20 42 020 - Telephone			740.49	
			001 - 522 20 42 020 - Telephone			749.07	
			401 - 535 80 41 000 - Professional Services			6.53	
12411	12/10/2025	Claims	2	205684	Galls Parent Holdings, LLC	892.80	
			001 - 522 20 26 000 - Uniforms			-43.98	
			001 - 522 20 26 000 - Uniforms			151.50	
			001 - 522 20 26 000 - Uniforms			210.14	
			001 - 522 20 26 000 - Uniforms			355.22	
			001 - 522 20 26 000 - Uniforms			219.92	
12412	12/10/2025	Claims	2	205685	Genuine Parts Co. Inc	763.77	
			401 - 535 50 48 040 - Maintenance Of Vehicles			75.13	
			401 - 535 80 35 000 - Small Tools & Minor Equip			25.74	
			412 - 537 50 48 000 - Repairs/maint-equip			97.22	
			412 - 537 50 48 000 - Repairs/maint-equip			47.28	
			412 - 537 50 48 000 - Repairs/maint-equip			204.94	
			412 - 537 50 48 000 - Repairs/maint-equip			313.46	
12413	12/10/2025	Claims	2	205686	Raul Gonzalez	15.00	Driving abstract for CDL Training
			101 - 576 80 49 030 - Misc-Permits & Licenses			15.00	
12414	12/10/2025	Claims	2	205687	Good to Go!	25.00	
			001 - 522 45 43 000 - Travel & Meals			10.00	
			001 - 522 45 43 000 - Travel & Meals			15.00	
12415	12/10/2025	Claims	2	205688	Gordon Truck Centers, Inc	667.56	
			425 - 531 50 48 000 - Repairs/Maintenance			170.34	
			401 - 535 50 48 040 - Maintenance Of Vehicles			467.47	
			412 - 537 50 48 000 - Repairs/maint-equip			29.75	
12416	12/10/2025	Claims	2	205689	Great Floors, LLC	6,242.45	
			001 - 514 23 49 000 - Miscellaneous			6,242.45	
12417	12/10/2025	Claims	2	205690	Guardian Security Systems, Inc.	437.66	
			001 - 521 20 41 001 - Professional Services			71.68	
			001 - 522 50 49 050 - Fire/Theft Protection			45.61	
			401 - 535 50 48 000 - Maintenance Contracts			56.47	
			101 - 576 80 41 010 - Alarm Monitoring			263.90	
12418	12/10/2025	Claims	2	205691	HD Fowler Co, Inc.	20.53	
			401 - 535 80 31 010 - Operating Supplies			20.53	
12419	12/10/2025	Claims	2	205692	Michael Harrison	106.00	
			401 - 535 80 49 030 - Misc-Tuition/Registration			106.00	
12420	12/10/2025	Claims	2	205693	Heather Hirotaka	41.86	
			001 - 521 20 26 000 - Uniforms/Accessories			41.86	

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12421	12/10/2025	Claims	2	205694	Home Depot Credit Services	699.20	
					104 - 559 30 00 105 - Redevelopment of Property for	356.54	
					104 - 559 30 00 105 - Redevelopment of Property for	359.01	
					104 - 559 30 00 105 - Redevelopment of Property for	-356.54	
					101 - 576 80 35 000 - Small Tools & Minor Equip	351.07	
					101 - 576 80 35 000 - Small Tools & Minor Equip	140.22	
					101 - 576 80 35 000 - Small Tools & Minor Equip	-151.10	
12422	12/10/2025	Claims	2	205695	K Engineers, Inc	702.00	
					101 - 594 76 63 025 - Olmsted Park	702.00	
12423	12/10/2025	Claims	2	205696	Johnathan Kohlman	347.52	
					001 - 512 50 41 050 - Security Services	347.52	
12424	12/10/2025	Claims	2	205697	L N Curtis & Sons	424.81	
					001 - 521 20 26 000 - Uniforms/Accessories	424.81	
12425	12/10/2025	Claims	2	205698	Lauts Inc dba Lautenbach Industries	637.20	
					412 - 537 60 47 015 - Construction Demolition Land	637.20	
12426	12/10/2025	Claims	2	205699	Les Schwab Tire Center	1,802.27	
					001 - 522 20 48 000 - Repairs/Maint-Equip	91.05	
					425 - 531 50 48 000 - Repairs/Maintenance	955.64	
					412 - 537 50 48 000 - Repairs/maint-equip	423.53	
					412 - 537 60 47 011 - Site Recycling Disposal	180.02	
					101 - 576 80 48 021 - Equipment	152.03	
12427	12/10/2025	Claims	2	205700	Life Assist Inc.	1,198.42	
					001 - 522 21 35 000 - Small Tools & Minor Equipmer	1,198.42	
12428	12/10/2025	Claims	2	205701	MES Service Company LLC	264.25	
					001 - 522 20 31 000 - Operating Supplies	264.25	
12429	12/10/2025	Claims	2	205702	Motorola Solutions	2,678.20	
					001 - 521 20 48 000 - Repairs & Maintenance	722.19	
					001 - 522 20 31 000 - Operating Supplies	1,956.01	
12430	12/10/2025	Claims	2	205703	Walter E Nelson Co. of N. WA	914.28	
					101 - 576 80 31 006 - Operating Sup - City Hall	914.28	
12431	12/10/2025	Claims	2	205704	Nelson Dist, Inc. dba Nelson-Reisner	264.41	
					001 - 522 20 32 000 - Auto Fuel/Diesel	13.42	
					425 - 531 50 32 000 - Vehicle Fuel	24.07	
					412 - 537 80 32 000 - Auto Fuel/Diesel	226.92	
12432	12/10/2025	Claims	2	205705	North County Public Defense	21,173.32	
					001 - 515 93 41 000 - Indigent Defender	21,173.32	
12433	12/10/2025	Claims	2	205706	North Hill Resources Inc	357.89	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	357.89	
12434	12/10/2025	Claims	2	205707	Oliver-Hammer, Inc	1,270.38	
					401 - 535 80 35 010 - Safety Equipment	944.62	
					401 - 535 80 35 010 - Safety Equipment	130.30	
					101 - 576 80 35 010 - Safety Equipment	195.46	
12435	12/10/2025	Claims	2	205708	Orca Pacific, Inc.	1,299.75	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,299.75	
12436	12/10/2025	Claims	2	205709	Pace Engineers, Inc	407.50	
					401 - 594 35 63 000 - Engineering Services	258.00	
					401 - 594 35 63 000 - Engineering Services	149.50	

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12437	12/10/2025	Claims	2	205710	Pape' Group, dba Pape' Machinery Inc.	43.45	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	43.45	
12438	12/10/2025	Claims	2	205711	LEPS-PSS PLLC dba Public Safety Psych	160.00	
					001 - 521 20 41 001 - Professional Services	160.00	
12439	12/10/2025	Claims	2	205712	Puget Sound Energy, Inc.	1,129.36	
					401 - 535 50 48 020 - Maint Of Pumping Equip	1,129.36	
12440	12/10/2025	Claims	2	205713	Ricoh USA, Inc	190.06	
					001 - 524 20 31 000 - Off/Oper Supps & Books	63.35	
					001 - 558 60 31 000 - Supplies/Books	63.36	
					001 - 595 10 31 000 - Supplies	63.35	
12441	12/10/2025	Claims	2	205714	Ricoh USA, Inc	462.16	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA	77.02	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA	77.02	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA	77.03	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA	77.03	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA	77.03	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA	77.03	
12442	12/10/2025	Claims	2	205715	Rodda Paint Co	861.92	
					103 - 542 30 31 000 - Operating Supplies	14.97	
					103 - 542 64 31 001 - Painting & Striping Supplies	257.53	
					101 - 576 80 48 022 - Evidence Garage	586.73	
					101 - 576 80 48 022 - Evidence Garage	2.69	
12443	12/10/2025	Claims	2	205716	Heather Romano	900.00	
					001 - 521 20 41 001 - Professional Services	900.00	
12444	12/10/2025	Claims	2	205717	SBA Structures, LLC	671.74	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	335.87	
					401 - 591 28 70 401 - Leases + Subscription IT (SBITA	335.87	
12445	12/10/2025	Claims	2	205718	SIRENNET.COM	10,069.32	
					501 - 594 21 64 501 - Equip & Vehicles - Police	3,135.61	
					501 - 594 21 64 501 - Equip & Vehicles - Police	3,816.45	
					501 - 594 21 64 501 - Equip & Vehicles - Police	3,117.26	
12446	12/10/2025	Claims	2	205719	SWS Equipment, Inc.	570.40	
					412 - 537 50 48 000 - Repairs/maint-equip	570.40	
12447	12/10/2025	Claims	2	205720	Sedro-Woolley Auto Parts Inc	782.55	
					001 - 518 20 48 000 - Repair & Maintenance	30.28	
					001 - 522 20 48 000 - Repairs/Maint-Equip	324.71	
					001 - 522 20 48 000 - Repairs/Maint-Equip	60.23	
					001 - 522 20 48 000 - Repairs/Maint-Equip	7.50	
					412 - 537 50 48 000 - Repairs/maint-equip	44.72	
					412 - 537 80 31 000 - Operating Supplies	52.12	
					103 - 542 30 31 000 - Operating Supplies	44.84	
					103 - 542 30 31 000 - Operating Supplies	90.03	
					103 - 542 30 31 000 - Operating Supplies	30.39	
					101 - 576 80 48 021 - Equipment	97.73	
12448	12/10/2025	Claims	2	205721	Semrau Engineering & Surveying	2,126.25	
					104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase :	2,126.25	
12449	12/10/2025	Claims	2	205722	Sirchie Acquisition Co LLC	151.25	
					001 - 521 20 31 002 - Office/Operating Supplies	40.98	
					001 - 521 20 31 002 - Office/Operating Supplies	110.27	
12450	12/10/2025	Claims	2	205723	Skagit Cnty Central Svcs	5,483.00	

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					001 - 521 20 41 001 - Professional Services	783.29	
					001 - 522 20 41 000 - Professional Services	783.28	
					425 - 531 50 41 000 - Professional Services	783.28	
					401 - 535 80 41 000 - Professional Services	783.29	
					103 - 542 30 41 000 - Professional Services	783.28	
					001 - 558 60 41 000 - Professional Services	783.29	
					001 - 595 10 41 000 - Professional Services	783.29	
12451	12/10/2025	Claims	2	205724	Skagit Cnty Treasurer	75,543.46	
					114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/1	75,543.46	
12452	12/10/2025	Claims	2	205725	PNG Media LLC, dba Skagit Publishing	86.08	
					001 - 511 60 31 001 - Legal Publications	86.08	
12453	12/10/2025	Claims	2	205726	Skagit Regional Health	110.00	
					103 - 542 30 49 040 - CDL Endorcement Fees	110.00	
12454	12/10/2025	Claims	2	205727	Smith & Loveless, Inc.	2,981.59	
					401 - 535 50 48 020 - Maint Of Pumping Equip	2,981.59	
12455	12/10/2025	Claims	2	205728	Stericycle	10.36	
					001 - 521 20 41 001 - Professional Services	10.36	
12456	12/10/2025	Claims	2	205729	Systems Design West, LLC	3,932.65	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	3,932.65	
12457	12/10/2025	Claims	2	205730	Teleflex LLC	1,654.71	
					001 - 522 21 35 000 - Small Tools & Minor Equipmer	1,330.00	
					001 - 522 21 35 011 - EMS Minor Equipment	324.71	
12458	12/10/2025	Claims	2	205731	The Hose Shop, Inc.	298.53	
					401 - 535 50 48 020 - Maint Of Pumping Equip	263.13	
					401 - 535 50 48 050 - Maint Of General Equip	35.40	
12459	12/10/2025	Claims	2	205732	Topcon Solutions Inc	876.40	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA	876.40	
12460	12/10/2025	Claims	2	205733	UV Sales LLC	863.50	
					401 - 535 50 48 050 - Maint Of General Equip	863.50	
12461	12/10/2025	Claims	2	205734	UpCodes, Inc	396.00	
					001 - 591 20 70 522 - Leases + Subscription IT (SBITA	396.00	
12462	12/10/2025	Claims	2	205735	Isaiah VanDam	162.00	
					001 - 521 40 43 000 - Travel	162.00	
12463	12/10/2025	Claims	2	205736	Vestis	44.34	
					401 - 535 80 49 000 - Laundry	22.17	
					401 - 535 80 49 000 - Laundry	22.17	
12464	12/10/2025	Claims	2	205737	WA Gutter LLC	525.62	
					101 - 576 80 48 022 - Evidence Garage	525.62	
12465	12/10/2025	Claims	2	205738	WA St Patrol	12.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	12.00	
12466	12/10/2025	Claims	2	205739	Wesmar Company, Inc	8,687.35	
					401 - 535 80 35 020 - Solids Handling	8,687.35	
12467	12/10/2025	Claims	2	205740	Western Refinery Services, Inc.	4,996.50	
					505 - 594 48 60 021 - Const - PW Veh Storage Bldg	4,996.50	
12468	12/10/2025	Claims	2	205741	Whatcom County Fire District #1	158.94	
					001 - 522 45 49 010 - Tuition/Registration	158.94	

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12469	12/10/2025	Claims	2	205742	Whatcom Electric Company Inc.	2,715.37	
		001 - 522 20 48 000 - Repairs/Maint-Equip				-67.00	
		001 - 522 20 48 000 - Repairs/Maint-Equip				-21.00	
		412 - 537 50 48 000 - Repairs/maint-equip				1,800.00	
		412 - 537 50 48 000 - Repairs/maint-equip				176.49	
		412 - 537 50 48 000 - Repairs/maint-equip				-82.45	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				450.00	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				459.33	
12470	12/10/2025	Claims	2	205743	Woods Logging	173.01	
		401 - 535 80 32 000 - Auto Fuel/Diesel				56.47	
		103 - 542 30 31 000 - Operating Supplies				11.93	
		101 - 576 80 32 000 - Auto Fuel/Diesel				56.47	
		101 - 576 80 35 000 - Small Tools & Minor Equip				8.67	
		001 - 595 10 31 000 - Supplies				39.47	
12471	12/10/2025	Claims	2	205744	Workpointe	108.37	
		001 - 594 58 64 000 - Office Equipment				108.37	
12472	12/10/2025	Claims	2	205745	World Kinect Energy Services	3,425.08	
		425 - 531 50 32 000 - Vehicle Fuel				201.28	
		425 - 531 50 32 000 - Vehicle Fuel				507.93	
		401 - 535 80 32 000 - Auto Fuel/Diesel				142.08	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,366.80	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,206.99	
12473	12/10/2025	Claims	2	205746	Zachor, Stock & Krepps, Inc PS	9,575.00	
		001 - 515 41 41 001 - Ext Legal-Prosecutor				9,575.00	
12474	12/10/2025	Claims	2	205747	Zoll Medical Corporation	627.98	
		001 - 522 21 35 000 - Small Tools & Minor Equipmer				627.98	
		001 Current Expense Fund				475,759.68	
		101 Parks & Facilities Fund				66,825.56	
		102 Cemetery Fund				13,257.75	
		103 Street Fund				91,747.60	
		104 Arterial Street Fund				17,218.90	
		114 Law Enforcement Sales Tax				75,543.46	
		117 Housing and Related Services				4,382.52	
		401 Sewer Operations Fund				221,635.61	
		412 Solid Waste Operations Fund				72,088.04	
		425 Stormwater Operations				49,993.78	
		501 Equipment Replacement Fund				10,069.32	
		505 Public Works Facility Fund				4,996.50	
						1,103,518.72	Claims: 1,103,518.72

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:25:05 Date: 12/10/2025

12/10/2025 To: 12/10/2025

Page: 12

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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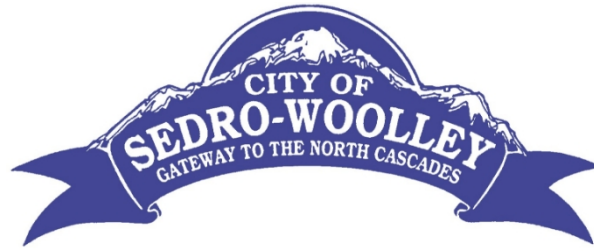
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment 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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City Council Agenda Item

Agenda Item No.: e.3.

Date: December 17, 2025

From: Dan McIlraith, Police Chief

Subject: Out-of-State Training - Sergeant Lowe

RECOMMENDED ACTION:

Motion to approve Sergeant Lowe to attend out-of-state sniper training.

BACKGROUND/SUMMARY INFORMATION:

In addition to what Sergeant Lowe provided, he has been on the North Cascade Regional Swat team as a sniper. Currently, he is the only sniper, and adding additional sniper positions to the team would be beneficial, particularly with the presence of a local instructor. This is a very specialized training session that is not offered locally.

FISCAL IMPACT, IF APPROPRIATE:

Cost Breakdown

Expense Category	Estimated Cost
Tuition / Course Fee	\$1250.00
Round-Trip Flight	\$220.00
Lodging (5 nights)	\$1410.00 (253.00)
Rental Car	\$262.00
Fuel / Local Travel	\$200.00
Per Diem (Meals/Incidentals)	\$529.00
Total Estimated Cost	<u>\$ 3871.00</u>

ATTACHMENTS:

1. _WRA1153.docxsniper



Subject: Proposal to Attend Sniper Instructor School Chandler, AZ (February 19–23)
To: Chief Dan Mcilraith
From: Sergeant Derick Lowe Sniper TL
Date: 12/01/2025

Purpose

I am requesting approval to attend the Sniper Instructor School scheduled for February 19–23 in Chandler, Arizona. This course will certify me as a sniper instructor. This would be the first sniper instructor in Skagit County. There is no expiration to this certification. There are no sniper instructor classes in Washington State. Becoming a sniper instructor is one of my career goals.

Training Overview

The Sniper Instructor School includes instruction in:

- Advanced ballistics and precision rifle theory
- Adult learning principles and effective instructional methodology
- Lesson-plan development and course structuring
- Range safety management and risk mitigation
- Live-fire diagnostics and coaching techniques
- Fieldcraft refinement and scenario-based problem solving

Completion qualifies attendees to instruct and certify snipers. There are no sniper instructors in the county.

Benefits to the Agency

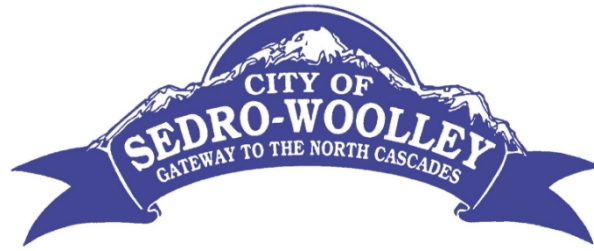
1. **In-House Instructor Capability**
Reduces the need for external trainers and improves training frequency and consistency.
2. **Enhanced Operational Effectiveness**
Updated coaching techniques will directly improve the performance and survivability of our sniper personnel.
3. **Improved Standardization & Safety**
Ensures our sniper program aligns with current national best practices.
4. **Long-Term Cost Savings**
Building internal instructor capability lowers recurring training expenses.

Cost Breakdown

Expense Category	Estimated Cost
Tuition / Course Fee	\$1250.00
Round-Trip Flight	\$220.00
Lodging (5 nights)	\$1410.00 (253.00)
Rental Car	\$262.00
Fuel / Local Travel	\$200.00
Per Diem (Meals/Incidentals)	\$529.00
Total Estimated Cost	\$ <u>3871.00</u>

Note: All amounts can be adjusted once exact pricing is confirmed. I will insurer to keep all expenses the most economical options available.

Respectfully,
Derick Lowe
Sgt/Sniper TL



City Council Agenda Item

Agenda Item No.: e.4.

Date: December 17, 2025

From: Dan McIlraith, Police Chief

Subject: Out-of-State Training - Sergeant McCombs

RECOMMENDED ACTION:

Motion to approve out-of-state travel for Sergeant McCombs for Executive Leadership Institute.

BACKGROUND/SUMMARY INFORMATION:

SWPD encourages all staff in leadership roles to attend training facilitated by FBI LEEDA. In particular, the Executive Leadership Institute is an interactive course that focuses on emerging challenges facing the public safety profession. The seminar is led by other law enforcement professionals and uses a wide range of source material and participants' own professional experiences to further their individual development.

Sgt. McCombs had intended to complete this course when it was offered in Whatcom County in January 2026, but he had a scheduling conflict during that time. Instead, Sgt. McCombs has proposed that he attend this course in Pennsylvania, 3/9/26-3/13/26, and will augment vacation plans to the area to accommodate training. Sgt. McCombs will cover the cost of his travel and lodging, but requests that the cost of the training and the per diem during training be paid by the City. There is no difference in the cost of the training and Sgt. McCombs would have qualified for training per diem if he had taken the out-of-county course.

FISCAL IMPACT, IF APPROPRIATE:

The tuition for the course is \$795.00 and \$460.00 per diem for meals during training. Total \$1,255.00

ATTACHMENTS:

1. ELI Course



CONFERENCE (HTTPS://FBILEEDA2026.ORG/)

HOST A TRAINING (PAGE/REGISTERANDHOST)

ABOUT US

TRAININGS

EDUCATION

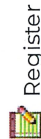
NEWS

CORPORATE PARTNERS

MEMBERSHIP

FAQS (/PAGE/FAQS)

ELI - Middletown, PA 3/2026



Map this Event



Tell a Friend (/members/send.asp?event=1870322)



3/9/2026 to 3/13/2026

When:

Monday, March 9, 2026
8:30 am

Where:

Map this event »

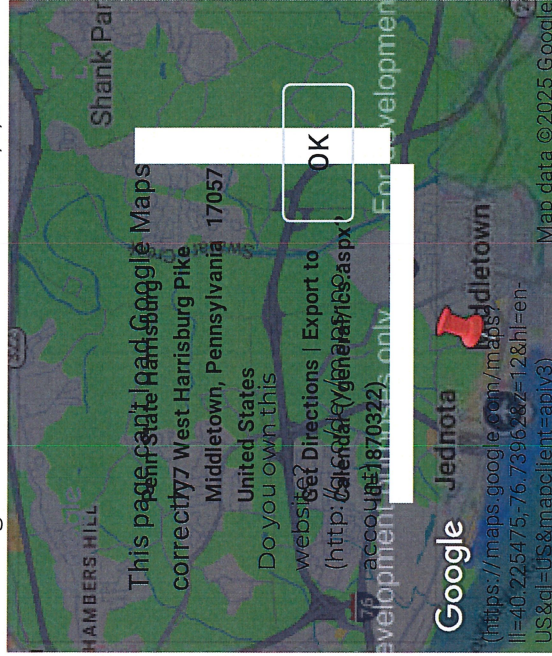
Penn State Harrisburg
777 West Harrisburg Pike
Middletown, Pennsylvania 17057
United States

Contact:

Anthony Budris
awb126@psu.edu (mailto:awb126@psu.edu)
814-360-5531

REGISTER

Online registration is available until: 3/9/2026





The Executive Leadership Institute (ELI) is part three of the three-step leadership series that makes up the FBI-LEEDA training-edge program. It is designed for association law enforcement leaders and focuses on the challenges of law enforcement today. **CONFERENCE (HTTPS://FBILEEDA2026.ORG/)** **POSTED TRAINING PAGE/REGISTRATION** **ABOUT US** **TRAININGS** **EDUCATION** **NEWS** **CORPORATE PARTNERS**

The following is a list of topics covered in the ELI program:
MEMBERSHIP **FAQS (/PAGE/FAQS)**

- Trends in law enforcement, implications of the President's Task Force on 21st Century Policing
- Public trust and legitimacy, bias and diversity
- Employee wellness
- Power, transformational leadership, social and emotional intelligence

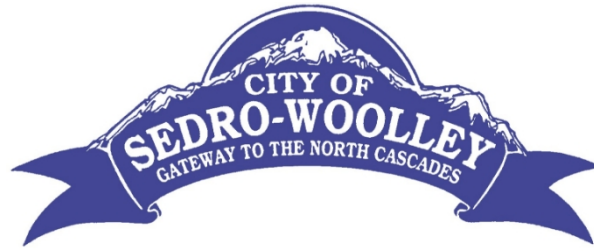
The cost of the Executive Leadership Institute is \$795.

FBI-LEEDA will send you a tuition invoice six-weeks prior to the start date of the class. To make special payment arrangements prior to being invoiced please email Finance at finance@fbileeda.org (mailto:finance@fbileeda.org).

- The registration fee includes the cost of the training and course materials; the fee does not include meals or travel expenses.
- Sworn and professional law enforcement staff are welcome to all FBI-LEEDA classes. You do not have to be a member to attend a class.
- Each student must register for classes under their own Username and Account.
- There are no prerequisites for this course; Trilogy courses can be taken in any order.
- A workbook will be provided; laptop is optional.
- Dress is business casual.
- This course is 28 contact hours.

For further information regarding this or any other FBI-LEEDA class, please contact FBI-LEEDA at 1-877-772-7712

Cancellation Policy: FBI-LEEDA, Inc. makes every attempt to complete all of our scheduled courses, however, we may have to postpone or cancel any course because of insufficient paid enrollment, host agency request, or for any unforeseen circumstance, such as weather or illness. If FBI-LEEDA postpones or cancels a course, the student will have the option of



City Council Agenda Item

Agenda Item No.: e.5.

Date: December 17, 2025

From: Kyle Anderson, Assistant Engineer

Subject: 2022-PS-05 - Mark Christ, Architect - Amendment No. 8

RECOMMENDED ACTION:

Motion to authorize Public Works Director to sign contract no. 2022-PS-05 amendment no. 8, with Mark Christ, Architect, to extend contract time to March 31, 2026 and increase contract amount by \$10,000 to \$74,000.

BACKGROUND/SUMMARY INFORMATION:

In 2022, Mark Christ, Architect, was tasked to design and produce architectural drawings for Olmsted Park which included a public restroom, caretaker's residence, (2) 16' x 16' pavilions, (2) 22' x 22' pavilions, trash enclosure, storage, and park entrance sign. His firm has been providing ongoing construction support throughout the park construction. Park construction is now expected to be finalized in mid-January. Amendment 8 extends the current contract to March 31, 2026, and adds an additional \$10,000 to cover any additional construction management support and project closeout administration.

2022-PS-05 Summary of Amendments

	Amount	Total	Notes
Base Agreement 2022-PS-05	\$20,000.00	\$20,000.00	Base Agreement
Amendment 1 - Add Tim Garrison Str. Engr.	\$4,988.00	\$24,988.00	Adds Exhibits A-1, B-1
Amendment 2 - Delete Garrison, add DCG - SE	\$1,512.00	\$26,500.00	Revises Exh A-1, B-1
Amendment 3 - Add Memorial Park Restroom Dwg	\$2,000.00	\$28,500.00	Adds Exhibits A-2, B-2
Amendment 4 - Additional MC design hours	\$5,500.00	\$34,000.00	Adds Exhibits A-3, B-3
Amendment 5 - Add Applied Building Information LLC	\$5,000.00	\$39,000.00	Adds Exhibits A-4, B-4
Amendment 6 - Time Extension to 12/31/2025	\$0.00	\$39,000.00	Time Extension
Amendment 7 - Construction Support Hours	\$25,000.00	\$64,000.00	Adds Exhibit B-7
Amendment 8 - Constr Management/Project Closeout		\$10,000.00	\$74,000.00
Adds Exhibit B-8/ Time			

Currently, Mark Christ is providing construction support for the Olmsted Park Site Improvements and Structures

project that is anticipated to finish construction at the beginning of 2026. With this contract about to expire prior to construction completion, this amendment would allow for continued construction support until the project is complete.

FISCAL IMPACT, IF APPROPRIATE:

Amendment No. 8

REET I & II

\$ 10,000.00

TOTAL

\$ 10,000.00

ATTACHMENTS:

1. 2022-PS-05 Mark E Christ Prof Svs Agreement AMD 8_ready for final signature

AMENDMENT NO. 8

To the PROFESSIONAL SERVICES AGREEMENT No. 2022-PS-05
Dated April 19, 2022
Between The City of Sedro-Woolley, Washington
And Mark E Christ Architect

This Amendment revises the above contract as follows:

III.3 **TERM.** The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight **March 31, 2026**. The parties may extend the term of this Agreement by written mutual agreement.

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit, A, A-1, A-2, A-3, A-4**. In no event shall the compensation paid to Consultant under this Agreement exceed **\$74,000.00** (Seventy-four thousand dollars and no/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B-1, B-2, B-3, B-4, B-7, and B-8**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A, A-1, A-2, A-3, and A-4** the City shall pay Consultant a mutually agreed amount.

DATED this 11th day of December 2025.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
William Bullock, PE, MPA, Public Works Director

CONTRACTOR:

By:  _____
Mark E Christ Architect

2022-PS-05 SUMMARY OF AMENDMENTS 12/4/2023

	Amount	Total	Notes
Base Agreement 2022-PS-05	\$20,000	\$20,000	Base Agreement
Amendment 1 – Add Tim Garrison Str Engr	\$4,988	\$24,988	Adds Exhibits A-1, B-1
Amendment 2 – Delete Garrison, add DCG - SE	\$1,512	\$26,500	Revises Exh A-1, B-1
Amendment 3 – add Memorial Park Restroom Dwg	\$2,000	\$28,500	Adds Exhibits A-2, B-2
Amendment 4 – Additional MC design hours	\$5,500	\$34,000	Adds Exhibit A-3, B-3
Amendment 5 – Add Applied Building Information LLC	\$5,000	\$39,000	Adds Exhibit A-4, B-4
Amendment 6 – Time Extension to 12/31/2025	\$0	\$39,000	Time Extension
Amendment 7 – Construction Support Hours	\$25,000	\$64,000	Adds Exhibit B-7
Amendment 8 – Construction Support Hours	\$10,000	\$74,000	Adds Exhibit B-8 & Time Extension

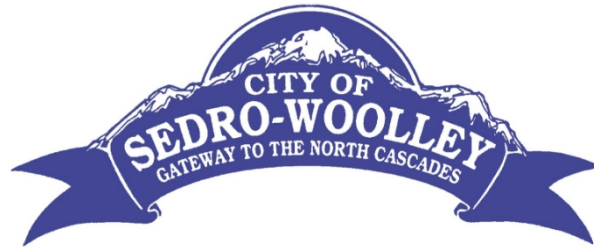
Amendment No. 8

Project Name Olmsted Park Site Improvements and Structures

Client City of Sedro-Woolley

Location Sedro-Woolley, WA

Task		Architect Hours	Electrical Engineer Hours	Mechanical Engineer Hours
1	Construction Management Support	30	4	4
2	Project Closeout	10	4	4
	Total Hours	40	8	8
	Summary	Hours	Rate	Cost
	Architect	40	\$150.00	\$6,000.00
	Electrical Engineer	8	\$250.00	\$2,000.00
	Mechanical Engineer	8	\$250.00	\$2,000.00
	Total			\$10,000.00



City Council Agenda Item

Agenda Item No.: e.6.

Date: December 17, 2025

From: Julia Johnson, Mayor

Subject: Appointment to Arts Commission - JoAnn Lazon and Kim Schlimmer

RECOMMENDED ACTION:

A motion to confirm the appointment of JoAnn Lazon and Kim Schlimmer to the Sedro-Woolley Arts Commission.

BACKGROUND/SUMMARY INFORMATION:

Due to increase in work status, Linda Crothers and Dani Fontaine have submitted their resignation on the Arts Commission; JoAnn Lazon and Kim Schlimmer have applied for the vacant position and been appointed by the Mayor Julia Johnson.

The following is a list of the current members and their terms of service:

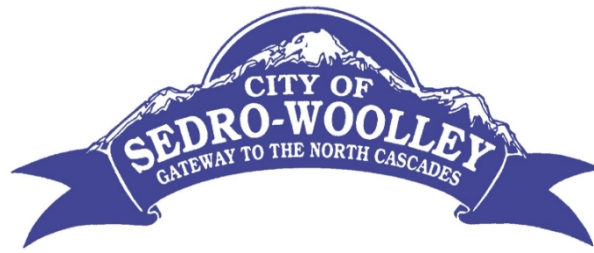
Member	Expiration Date
Jean Fike	12/31/2026
JoAnn Lazon	12/31/2026
Kim Schlimmer	12/31/2027
Jane Zillig	12/31/2027
Brett Sandstrom	12/31/2028
Randy Collins	12/31/2028

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.7.

Date: December 17, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: 2026 Lodging Tax Grant Recommendations

RECOMMENDED ACTION:

Motion to approve the lodging tax grants as recommended by the Lodging Tax Advisory Committee to nine organizations, totaling \$73,000.

BACKGROUND/SUMMARY INFORMATION:

All prospective lodging tax recipients must apply to the city for funding. The entities that may apply for lodging tax funding are:

- Convention and visitors' bureaus
- Destination marketing organizations
- Nonprofits, including main street organizations, lodging associations, or chambers of commerce
- Municipalities (defined as any city, town, or county)
- (Statute does not explicitly prohibit for-profit entities from applying)

All applications must include estimates of how funding the activity would result in increases to the number of people staying overnight, traveling 50 miles or more, or visiting from other states or countries.

There is no requirement that funding priority be given to applicants expected to generate the largest number of tourists. Lodging tax revenue may still be awarded to services that indirectly increase tourism, such as destination marketing organizations.

The Lodging Tax Advisory Committee receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to city council for final determination. The statute says that the city council "may choose only *recipients* from the list of candidates and recommended amounts provided by the local lodging tax advisory committee".

The Lodging Tax Advisory Committee met on December 4, 2025, and recommended \$73,000 in awards to nine organizations.

FISCAL IMPACT, IF APPROPRIATE:

The city typically uses the prior year lodging tax revenue to determine the amount of grants to provide

for the next year. For example, 2025 lodging tax revenue to fund 2026 awards. Lodging taxes have brought in approximately \$78,000 in revenue in 2025. The committee recommends 2026 awards in the amount of \$73,000.

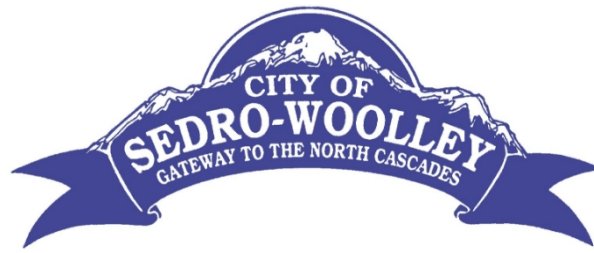
ATTACHMENTS:

1. 2026 Committee Recommendations



Lodging Tax Advisory Committee Recommendations

Organization	Requested Amount	Description	Predicted to Attend	Estimated Attendance 50+ Miles	Recommended Award	Activities Awarded
Lincoln Theatre Foundation	\$ 2,000	Skagit Theatre Camp	45,000	2,500	\$ 500	Skagit Theatre Camp
Sedro-Woolley Loggerodeo	\$ 12,000	4th of July Celebration	50,000	9,000	\$ 20,000	4th of July Celebration
Digital Anglers LLC	\$ 18,200	Northwest Fishing TV	N/A	300+ hotel stays for people over 50 miles	\$ -	
Sedro-Woolley Public Works Department	\$ 10,000	Time / materials to operate various public facilities	12,000	5,000	\$ 10,000	Time / materials to operate various public facilities
Skagit Valley Tulip Festival	\$ 6,000	Skagit Valley Tulip Festival	450,000	140,000	\$ 2,000	Skagit Valley Tulip Festival
Sedro-Woolley Chamber of Commerce	\$ 40,000	Blast from the Past, Christmas Parade, Visitor Information Center	100,000	58,000	\$ 25,000	\$20,000 allocated similarly to prior years, additional \$5,000 specifically for Visitor's Center
Sedro-Woolley Farmers Market	\$ 3,500	Sedro-Woolley Farmers Market	5,500	350	\$ 3,500	Sedro-Woolley Farmers Market
Sedro-Woolley Museum	\$ 8,000	Tourism through exhibits: restore two significant outdoor exhibits: the Mac Tugger and a historic steam donkey	5,000	500	\$ 5,000	\$4,000 for restoration works, \$1,000 for advertising, and \$0 for gift shop merchandise
Sedro-Woolley Rotary	\$ 5,000	Sedro-Woolley Summer Concert Series 2026	2,500	500	\$ 5,000	Sedro-Woolley Summer Concert Series 2026
Sedro-Woolley School District	\$ 250,000	Future softball and baseball tournament at Janicki Fields	1,200	1,000	\$ -	
Willowbrook Manor	\$ 7,500	Red Falcon Road video market tool	10,000 Online Viewers	3,500	\$ 2,000	Red Falcon Road video market tool
Total	\$ 362,200				\$ 73,000	



City Council Agenda Item

Agenda Item No.: e.8.

Date: December 17, 2025

From: Kyle Anderson, Assistant Engineer

Subject: Interlocal Agreement - Skagit County - Source Control Inspections

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign the attached interlocal agreement between Skagit County and the City of Sedro-Woolley for the County to provide reimbursable services on behalf of the City regarding the continued implementation of a stormwater source control program and perform specific source control program activities related to stormwater management intended to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit.

BACKGROUND/SUMMARY INFORMATION:

The 2025-2029 NPDES Phase II permit introduced a continued program requirement, Source Control Program for Existing Development, to prevent and reduce pollution in runoff from areas that discharge to the City's stormwater system.

The Agreement is intended to continue to establish a regional source control program that includes Skagit County, Mount Vernon, Burlington, and Sedro-Woolley. The program will be managed by the County (via the Skagit County Public Works Department) and will be the primary mechanism for the City to inspect the City's self-generated inventory of publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the Municipal Separate Storm Sewer System (MS4). The services involving source control inspection will include prescribing Best Management Practices (BMPs), as mandated by the Permit. The BMPs and the sources they address are provided in Ecology's most current version of the Stormwater Management Manual for Western Washington (SWMMWW). The City will be responsible for updating its own site inventories and for separately and independently responding to and adequately addressing all referrals or demands for Permit enforcement, as received from the County and/or Ecology. In addition to the inspections, the County will also maintain a database of inspections.

Discussions between the local jurisdiction permit coordinators led to a consensus that regionalizing this program would be beneficial to all the jurisdictions. Working together to create one program increases efficiency for each permittee and creates consistency across the county for businesses.

On July 19, 2022, Mayor Johnson signed the original interlocal agreement with Skagit County (County Contract #C20220307) for the development and implementation of the source control inspection

program.

The term of that agreement was from August 1, 2022 to August 1, 2023 with an amount not to exceed \$40,000.00.

On September 13, 2023, Mayor Johnson signed the next two-year phase interlocal agreement with Skagit County to extend the term of the above agreement from August 1, 2023 to August 1, 2025 with an annual amount of not to exceed \$38,875.38 (total of \$77,750.76 for the term of this agreement). The scope of services remained essentially the same.

This new interlocal agreement extends the original agreement from January 1, 2025 to December 31, 2027 for a new not to exceed amount of \$45,000.00 (total of \$90,000.00 for the term of this agreement). The scope of services will essentially remain the same for this contract as well.

FISCAL IMPACT, IF APPROPRIATE:

This new interlocal agreement extends the original agreement from January 1, 2026 to December 31, 2027 for a new not to exceed amount of \$45,000.00 (total of \$90,000.00 for the term of this agreement).

The scope of services remains essentially the same (Exhibit A attached).

Funding for these services and annual database software access subscriptions will be through the 425 Stormwater Operations Fund.

ATTACHMENTS:

1. 2026_SedroWoolleySCdraft 1

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF SEDRO-WOOLLEY

AND

SKAGIT COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties."

1. **PURPOSE:** For the County to provide reimbursable services on behalf of the City regarding the development and implementation of a stormwater source control program intended to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit ("Permit"), as provided herein. In accordance with the terms of this Agreement, the County shall perform specific source control program activities related to stormwater management ("services"), as specified in Exhibit A (attached hereto and incorporated by reference).

2. **RESPONSIBILITIES:** The City recognizes and agrees that the City is and shall continue to be solely and separately liable and responsible for compliance with all terms and conditions of the City's Permit, regardless of the specific Permit services to be performed by the County (as described herein). The City shall be responsible for determining and for verifying with the Washington State Department of Ecology (Ecology) that services performed by the County for the City pursuant to this Agreement will meet and satisfy the City's Permit requirements and shall provide documentation of such approval by Ecology to the County upon request. The County shall reasonably perform the reimbursable services on behalf of the City, subject to the terms of this Agreement. Upon completion, the City shall fully reimburse the County for the services performed by the County, in accordance with the terms of this Agreement (including Section 4, below), and as further described in Exhibit A (Scope of Work). Neither party is obligated to pay, provide, or expend any funds and/or provide and/or perform or provide any other services, work, duties, or responsibilities for the other party, except as otherwise specified pursuant to the terms of this Agreement.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2026, through December 31, 2027, unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** Upon completion, the City shall reimburse the County for services performed on a quarterly basis, upon receipt of invoice(s) from the County, in a total amount not to exceed forty-five thousand dollars (\$45,000) annually in accordance with Exhibit B (Compensation), attached hereto and incorporated by reference. In the event that the County's actual cost of providing the services exceeds said amount by more than ten percent (10%), the parties shall cooperate in good faith to provide reasonable additional compensation to the County by duly executed subsequent written amendment to this Agreement.

If mutual agreement by and between the parties cannot be reached concerning such potential additional compensation, the County may terminate this Agreement pursuant to Section 8. (below). Upon request by the City, the County shall provide reasonably adequate supporting documentation for all such invoice(s) submitted by the County of expenditure for all funds provided to the County by the City pursuant to the terms of this Agreement.

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

5.1 The City's representative shall be the Director of Public Works, and/or his/her designee.

5.2 The County's representative shall be the Stormwater Permit Program Coordinator, Skagit County Department of Public Works, and/or his/her designee.

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

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

7.1 It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification terms provided herein, each party waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude either party from raising such immunity as a defense against any claim brought against such party by any of its employees against such party. This waiver has been mutually negotiated by the parties.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

12. USE OF DOCUMENTS AND MATERIALS PRODUCED: Unless privileged or otherwise exempt from disclosure, the parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by either party (and/or either party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement, and shall be provided by each party to the other party upon request. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

13. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, members of the general public, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

14. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

15. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

16. COMPLIANCE WITH LAWS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

17. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

18. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

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

DATED this _____ day of _____, 2025.

CITY OF SEDRO WOOLLEY

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Date: _____

Julia Johnson, Mayor

Lisa Janicki, Chair

325 Metcalf Street
Sedro Woolley, WA 98284
Telephone Number: (360) 855-1661

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT A
SCOPE OF WORK

The tasks outlined below describe the services to be performed by the County for the City pursuant to this Agreement.

With the full cooperation of the City, the County shall be responsible for the management of a mutually beneficial NPDES II source control program, including the provision of Permit services (using County staff, County contractor[s], and/or County consultant[s] directed and managed by the County), subject to the terms of this Agreement.

The City recognizes and agrees that the services provided by the County for the City herein (regarding the City's Permit terms and conditions, as required and directed by Ecology) represent and provide an anticipated significant savings in time, costs, expenses, and other resources for the City, and that but for this Agreement the County would not provide such services for the City (and that the City is and would otherwise be solely and separately liable and responsible for full compliance with the terms and conditions of the City's Permit as required by Ecology). Furthermore, the parties recognize and agree that the County has finite and limited resources to provide the services for the City, and that the County provides no guarantees, representations, or warranties (express or implied) concerning the services provided by the County per the terms of this Agreement. The parties also recognize and agree that the County is not liable or responsible for any claims, fines, penalties, and/or other costs or expenses incurred by the City arising from or related to the services to be provided by the County for the City in accordance with this Agreement unless such claims, fines, penalties, or costs result from the County's sole negligence. The City recognizes and agrees that the County's is not obligated or otherwise responsible for undertaking any specific Permit enforcement action(s) on behalf of the City as part of the services to be performed by the County as described herein, and the County shall not be responsible or liable for any alleged failure to identify (or timely identify) and communicate any potential Permit enforcement matters, for any Permit enforcement outcomes by the City, and/or for other costs and expenses incurred by the City arising from or related to the services to be provided by the County unless such costs and expenses result from the County's sole negligence, including, but not limited to as follows:

Task 1.0 - Source Control Program for Existing Development

This Agreement is intended to continue the regional NPDES II source control program for the County and all Cities and/or Towns located in Skagit County participating in accordance with the terms of this Agreement ("program"). The program, as provided per the terms of this Agreement, will be managed by the County (via the Skagit County Public Works Department) and will be the primary mechanism for the City to inspect the City's self-generated inventory of publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the Municipal Separate Storm Sewer System (MS4). The County will conduct the inspections at a rate of twenty percent (20%) of the City's total inventory annually. Per the Permit, permittees (including the City) are not required to inspect one hundred percent (100%) of their inventory over a 5-year period, but permittees are required to conduct inspections at a rate equal to one hundred percent (100%) of their inventory over a 5-year period of site visits equal to

twenty percent (20%).

The services involving source control inspection will include prescribing Best Management Practices (BMPs), as mandated by the Permit. The BMPs and the sources they address are provided in Ecology's most current version of the Stormwater Management Manual for Western Washington (SWMMWW).

The City will continue to be solely and separately responsible and liable for updating its own site inventories and for separately and independently responding to and adequately addressing all referrals or demands for Permit enforcement, as received from the County and/or Ecology. Additionally, if the County cannot complete the required inspections due to staffing challenges, the City will complete inspections in the interim.

Task 1.1 Outreach

The County, with City assistance, shall contribute to the creation of educational materials and methods that will be made available to publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the MS4 identified in the City's inventory, and to meet the conditions of the Permit. The essential goals include improving public knowledge of local stormwater issues, receiving public input, and working to build support for the source control program from business owners and the public.

Required Tasks and Deliverables:

The County, with City assistance, shall provide education and outreach materials for sites in the City's inventory to support the work of the source control inspection program.

Task 1.2 - Site Inventory

The City is responsible for at least one (1) annual update to its inventory of all publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the MS4. The County may assist in this effort when staff becomes aware of any changes in the inventory, including inactive sites or newly discovered, qualifying sites, that are not part of the inventory.

Required Tasks and Deliverables:

The City will provide annual updates of its site inventory to the County no later than January 1 each year.

Task 1.4 - Annual Inspection Rate

The Permit requires an annual inspection rate equal to twenty percent (20%) of the total inventory number annually. Each individual site visit, including multiple visits to one (1) site or a site visit in response to a credible complaint, count towards that twenty percent (20%) rate.

Required Tasks and Deliverables:

The County will document and make available, the total number of inspections conducted in the current calendar year no later than March 1 each year. The City shall respond to its Annual Report questions due March 31 each year.

Task 1.5 - Inspection of All Credible Complaints

The County will reasonably consult with the City regarding any credible Permit-related complaint received by the County to allow the City to determine the best course of action to take concerning such complaints, including, but not limited to potential Permit enforcement actions by the City.

Required Tasks and Deliverables:

The County will notify the City regarding all credible Permit-related complaints received by the County located in the City's jurisdiction.

Task 1.6 - Progressive Enforcement Action

If the County determines a site in the City's jurisdiction is in danger of being out of compliance with source control program Permit requirements, as mandated by the State (via Ecology), the County will reasonably inform the City about the site so that the City may determine and undertake potential appropriate actions, as may be required by the Permit.

Required Tasks and Deliverables:

Upon determination of potential Permit compliance, the County will reasonably document sites potentially in need of Permit enforcement action by the City and refer such information to the City, which is and shall continue to be separately liable and responsible for the City's own enforcement of Permit violations per the source control program.

Task 1.7 - Maintenance of Records

The County will reasonably maintain a database on each site visit conducted by the County that will include general site information, date and time of inspection, contact information, any issues identified, appropriate BMPs prescribed, communications, and any other information deemed necessary by County staff. The City will have access to such information in the database through an internet-based provision of application software.

Required Tasks & Deliverables:

The County will consult with the City concerning the acquisition of appropriate software to be used for the program designed for source control inspections and the City shall have reasonable access to such software via a license to use the software (to be obtained and paid for at the City's expense).

Task 1.8 - Ecology Referrals

The City will be solely and separately responsible for any referrals to Ecology regarding sites in the City's jurisdiction.

Required Tasks and Deliverables:

The County will refer sites with compliance issues to the City for enforcement actions. Ecology referrals will be the responsibility of the City.

Task 1.9 - Training

The County will ensure County source control project staff receive appropriate ongoing training relevant to source control services to be provided by the County. This will

include trainings offered by Ecology and the Washington Stormwater Center. All such trainings will be documented.

Required Tasks and Deliverables:

The County will provide documentation of any relevant trainings completed by County staff no later than March 1 each year.

Task 2.0: Administration and Oversight

The County shall perform administrative duties and program oversight related to tasks listed below. Such activities will include:

- Reasonably maintaining clear records and files for program activities conducted by the County pursuant to this Agreement.
- Preparing progress reports, invoices, and other documentation as required pursuant to this Agreement.
- Provide a training and travel plan for **2026-2027**.

Required Tasks and Deliverables:

The County shall: Prepare and provide invoices showing charges by task for project services performed by the County, including County staff name(s) and hours charged. A brief description of service activities performed by the County for each task shall accompany each invoice.

Estimated Annual Budget for all Program Tasks: \$185,000, of which no more than \$45,000 is the City's responsibility.

EXHIBIT B
COMPENSATION

As also provided per Section 4. (above), the total compensation to be provided by the City pursuant to this Agreement for services performed by the County shall not to exceed forty-five thousand dollars (\$45,000).

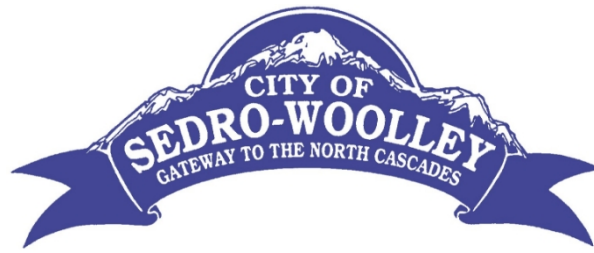
The County shall be paid by the City for completed services rendered under this Agreement as provided herein. Such payments shall be in full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

Payment Schedule: The County shall invoice the City quarterly.

The County shall provide such supporting documentation for each invoice as the City may reasonably require. The City shall promptly pay each invoice submitted by the County in the ordinary course of business.

Cost Breakdown for the Regional Source Control Program		
Item	Hourly Rate	Description
Total compensation package for full-time Source Control Specialist	\$61.16	Hourly rate billed for time spent on activities related to a specific jurisdiction or the regional program.
Total Compensation for Natural Resources Technician	\$63.34	Hourly rate billed only for time spent on the regional program. Anticipating this work will be five percent (15%) or less of overall duties.
Total Compensation for Pollution Identification & Correction Coordinator	\$85.40	Hourly rate billed only for time spent on the regional program. Anticipating this work will be two percent (2%) or less of overall duties.
Total compensation for Stormwater Coordinator	\$80.60	Hourly rate billed only for time spent on the regional program. Anticipating this work will be five percent (5%) or less of overall duties.
Item	Cost	Description
Asset management software.	\$10,000	Annual cost.
Administration fee	16.74% of invoice total	Will cover the vehicle rate of two hundred ninety-one dollars (\$291) per month and other overhead costs.
Billing: Each jurisdiction will pay a percentage of the total program cost. The percentage of the total cost will be determined by the jurisdiction's percentage of sites in the total inventory count.		
Current inventory as of 12/1/25		Burlington: 297 (30.4%)
		Mount Vernon: 260 (26.6%)

		Sedro-Woolley: 244 (25%)
		Skagit County: 176 (18%)
Total inventory count as of 12/1/25.		977 (100%)



City Council Agenda Item

Agenda Item No.: e.9.

Date: December 17, 2025

From: Kyle Anderson, Assistant Engineer

Subject: Interlocal Agreement - Skagit Conservation District - Public Outreach

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign the attached the interlocal cooperative agreement between Skagit Conservation District and the City of Sedro-Woolley for the District to provide reimbursable services on behalf of the City regarding activities related to stormwater Public Outreach services intended to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit.

BACKGROUND/SUMMARY INFORMATION:

The City entered into an Interlocal agreement with Skagit Conservation District (SCD) on December 20, 2019 to provide public education and outreach efforts in conjunction with the other Skagit County agencies in support of our efforts to fulfill NPDES Stormwater Permit requirements. Utilizing SCD for this purpose fulfills our NPDES Permit obligations for these activities, allowing Staff to concentrate on other permit requirements. That agreement provided services through December 31, 2022. The next agreement was amended, with Council approval, to extend the end date to December 31, 2023.

Then another two-year agreement provided for services to December 31, 2025.

This is a new one-year agreement that provides services to December 31, 2026.

FISCAL IMPACT, IF APPROPRIATE:

The total for this one-year agreement is not to exceed \$14,977.60 with annual billings.

The work is funded from Stormwater Utility funds using the FY2026-2027 Ecology Capacity Grant, which provides approximately \$130,000 for stormwater related activities. The scope of services remains essentially the same (Exhibit A attached).

Funding for these services and annual database software access subscriptions will be through the 425 Stormwater Operations Fund.

ATTACHMENTS:

1. 2026 SCD_Interlocal_Sedro-Woolley NPDES

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN SKAGIT CONSERVATION DISTRICT AND THE CITY OF SEDRO-WOOLLEY

WHEREAS, Phase II municipal stormwater permits require that municipalities develop, and implement a stormwater management program ("SWMP") designed to reduce pollutants to the maximum extent practicable and that minimum control measures in the SWMP include: (i.) Public education and outreach on stormwater impacts, (ii.) Public participation/involvement opportunities, (iii.) Detection and elimination of illicit discharges to the MS4 (a regulatory program), (iv.) Post-construction stormwater management in new development and redevelopment (a regulatory program), and (v.) Pollution prevention and good housekeeping for municipal operations; and,

WHEREAS, Sedro-Woolley and the Skagit Conservation District would achieve mutual benefit from an agreement which would allow the District to perform work on a reimbursable basis to assist Sedro-Woolley complete certain tasks related to the implementation of NPDES Phase II permit requirements; and,

WHEREAS, working cooperatively on these programs can greatly aid in their overall quality, efficiency and economy.

NOW THEREFORE, THIS AGREEMENT (herein the "Agreement") is made and entered into by and between Skagit Conservation District, a Washington special purpose district and quasi-municipal corporation ("District") and Sedro-Woolley, a Washington Municipal Corporation ("City") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. District and City may be individually referred to herein as "party" and may be collectively referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

1. GENERAL PURPOSE: The City will reimburse the District in an amount not to exceed Fourteen Thousand Nine Hundred and Seventy-Seven Dollars and Sixty cents (\$14,977.60) of the District's actual costs of planning and carrying out specific public education and outreach activities related to stormwater management, as specified in Exhibit A (attached hereto and incorporated by reference). The City intends to use these activities to fulfill its responsibilities under National Pollution Discharge Elimination System Phase II (NPDES II) permit Program under Section S5.C.2 and Section S5.C.3.

2. RESPONSIBILITIES:

2.1 The City shall:

2.2.1 Verify with the State Department of Ecology that tasks and deliverables performed and submitted pursuant to this Agreement meet the City's NPDES, Phase II requirements.

2.2.2 Reimburse the District for the work as identified in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.

2.2.3 The City is not obligated to perform or provide any other services, duties, or responsibilities except as otherwise specified pursuant to the terms of this Agreement.

2.3 The District shall:

2.3.1 Provide the work, services, and deliverables as described in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.

2.3.2 Be responsible for overseeing and managing volunteers identified in Exhibit A. All volunteers shall be volunteers of the District and not volunteers of the City.

2.3.3 Be responsible and liable for all costs and expenses associated with all work involved in the education and outreach plan not reimbursed under this Agreement unless this Agreement is subsequently amended as provided for in Section 9 of this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall be effective upon the date of mutual execution through December 31, 2026 , unless sooner terminated pursuant to the terms herein. This agreement includes the option to extend the agreement, annually, at the Annual Cost amount shown in Section 4.3.

4. MANNER OF PAYMENT:

4.1 The District shall submit invoice(s) in a timely manner and include with each invoice a report fully documenting each task and work accomplished. Invoices shall be accompanied by any backup documentation pertaining to the invoice as may be requested by the City.

4.2 Upon receipt of invoices from the District pursuant to 4.1, the City shall pay the District for expenditures based on satisfactory performance and progress toward deliverables as provided and documented in reports accompanying detailed invoices for services. The City shall pay such invoice(s) to the District within thirty (30) days. Such payment shall be full compensation for work performed or services rendered, including, but not limited to all labor, materials,

supplies, equipment, and incidentals necessary to complete the work (as identified and described at Exhibit A).

4.3 The maximum funding to be provided by the City to the District pursuant to this Agreement is limited to a total amount not to Fourteen Thousand Nine Hundred and Seventy-Seven Dollars and Sixty cents (\$14,977.60) for the services performed by the District as outlined in Exhibit A (Scope of Work and Schedule) in any single calendar year.

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

5.1 The City's representative shall be the City Engineer.

5.2 District's representative shall be the District Manager.

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

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

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given

effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. DOCUMENTS AND MATERIALS PRODUCED: The City shall have the right to use and distribute any and all documents, writings, data, public records or other materials prepared by either party in connection with performance of this Agreement. When using material that is funded under the Implementation Grant, the parties shall acknowledge the funding source.

12. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default.

13. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This agreement shall be governed by the laws of the State of Washington.

14. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

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

DATED this _____ day of _____, the year of _____ for the SKAGIT CONSERVATION DISTRICT:

SKAGIT CONSERVATION DISTRICT:

By: _____
Dean Wesen
Chair

Mailing Address:

Skagit Conservation District
2021 E. College Way, Suite 203
Mount Vernon, WA 98273-237
APPROVED:

Julia Johnson, Mayor

Recommended:

By:_____
Director of Public Works

By:_____
Finance Director

Approved as to Form:

By:_____
City Supervisor/Attorney

Exhibit A -Scope of Work

Public Education, Outreach, Participation and Involvement Project for National Pollutant Discharge Elimination System Municipal Stormwater Permit (NPDES II) Compliance

Task 1.0 - Behavior Change

The SCD, with City assistance, shall develop and implement activities for addressing the “Behavior Change” public education and outreach requirement of the NPDES stormwater permit. The goal is to use social marketing practices and methods to develop a campaign to affect community behavior to reduce pollution in stormwater. SCD will ensure outreach activities meaningfully engage historically underserved and linguistically diverse populations, in alignment with the NPDES Phase II requirements.

Task 1.1 Historically Underserved Community Based Social Marketing SCD will utilize a Spanish speaking Cultural Liaison and develop and implement a community based social marketing strategy specifically targeting audiences who have historically been underserved by stormwater education programming, The liaison will solicit feedback from, and engage, members of these communities in program design.

Task 1.2 – Pet Waste Social Marketing Strategy

SCD will assist Skagit County’s social marketing strategy aimed at reducing fecal coliform bacteria levels in urban creeks by encouraging collection and proper disposal of dog waste by dog owners. SCD will work with City and County partners to recruit Veterinarians, dog groomers and other “trusted messengers” to encouraging collection and proper disposal of dog waste by dog owners.

Required Tasks and Deliverables:

The SCD shall:

1. Assess target audiences and key messages for historically underserved groups and develop CBSM strategy related to stormwater outreach and education programs detailing future program target outcomes
2. Cultural liaison will conduct community engagement activities to inform CBSM development, e.g. informational interviews and focus groups and provide translation and interpretation as needed at community events
3. Assemble and distribute pet waste kits to Veterinarians, dog groomers and other “trusted messengers” to encouraging collection and proper disposal of dog waste by dog owners.
4. Assist with purchase of pet waste signs as needed.

Estimated Annual Task Budget: \$4,500.00

Task 2.0 - General Awareness and Stewardship

The SCD, with County assistance, shall develop and implement activities for addressing the General Awareness” and “Stewardship” public education and outreach requirements of the NPDES stormwater permit. The goal of this requirement is to facilitate greater public awareness of the general impact of stormwater on surface waters, low impact development (LID) principles and best management practices to reduce stormwater pollution. The SCD will provide and promote stewardship opportunities to encourage residents or businesses to participate in activities or events within the community. SCD will ensure outreach activities meaningfully engage historically underserved and linguistically diverse populations, in alignment with the NPDES Phase II requirements.

Task 2.1 – Stormwater Workshop Series

This outreach and education program will target residents of all major drainage basins within the lower Skagit, including Big Lake, on an annual basis. This program consists of the SCD providing forty (40) hours of training over at least 10 sessions throughout the year providing presentations/training on County stormwater program priorities through classroom and fieldtrip activities. Topics covered may include: watershed history and geology; water quality; stream ecology; salmon; wetlands and soils; agricultural and forestry Best Management Practices (BMPs); native plant landscaping; environmentally friendly gardening practices; water conservation tips; and low impact development practices. Content of coursework will be coordinated with County staff, to meet the needs of the County stormwater program.

Task 2.1.1 Private Stormwater Facility Maintenance Workshop

One session of the workshop series will focus on Private Stormwater Facility Maintenance. The target audience for this group will be Homeowner Associations; private stormwater facility owners; and the general public. This workshop will focus on 1) educating the audience regarding their responsibilities to maintain their private stormwater facilities, 2) an overview of the key components of identifying private stormwater maintenance, and 3) a field trip to visit private facility examples.

Task 2.1.2 Bi-lingual Contractor Workshop

One session of the workshop series will be tailored to private contractors and provide an overview of the benefits and challenges of the different types of LID techniques and instruction on how to implement LID into their operations. This session will include live Spanish interpretation and translated materials.

Required Tasks and Deliverables:

The SCD shall organize and present the Stormwater Workshop Series annually. The SCD shall:

1. Perform recruitment of interested community residents to participate in partnership with local jurisdictions
2. Include program evaluation forms that will be completed by the participants to determine behavior changes implemented and to determine class effectiveness.
3. Coordinate with, and involve businesses, schools, parks, and other organizations, in establishing backyard stewardship practices that will promote best management practices
4. Document participation of class attendees

Estimated Annual Task Budget: \$2,650.00

Task 2.2 – Resource Materials/Education for Local Schools

The SCD currently maintains an Enviroscope, watershed model, which is available for presentations and use by teachers or other agency personnel. An information packet, which contains a brief description of all materials available to teachers, will be distributed to all elementary schools, middle/high school science and agriculture teachers, home schools, etc., located throughout Skagit County (urban and rural areas), each September. Information about other SCD educational programs, such as Envirothon; Youth Conservation Tour; the Annual Natural Resource Poster Contest; and live presentations, conducted by SCD staff; will be included in the packet.

Required Tasks & Deliverables:

The SCD shall prepare and send out an annual teacher's packet, provide classroom presentations, and provide educational resources to teachers. The SCD shall:

1. Incorporate a special section in the annual teacher's packet that will specifically highlight stormwater and low impact development education materials and presentations available;
2. Provide classroom presentations on stormwater and water resources to local schools (and other groups) as requested. The Enviroscope model is a useful tool in teaching youth about stormwater and water quality;
3. Distribute teacher's information packets highlighting resources on stormwater and water quality available through the SCD office;
4. Give a minimum of ten (10) presentations each year to local schools or other youth groups on pollution from stormwater

Estimated Annual Task Budget: \$1,100.00

Task 2.3 – Stormwater Educational Media

The SCD will develop educational materials relevant to target audiences including: Spanish speakers, mobile businesses, landscapers, homeowners, and property managers. The information may be translated in Spanish and/or other applicable languages when possible or appropriate.

Required Tasks and Deliverables:

The SCD shall develop digital media to a variety of target groups. The SCD shall:

1. Coordinate with the County and local citizen groups to choose stormwater education topics that will be used to generate digital marketing and printed collateral/ graphic design as needed to support workshops. Conduct ongoing digital marketing via social media, newsletters, etc.

Estimated Annual Task Budget: \$3,670.00

Task 2.4 Miscellaneous

Assist City with other related programs or tasks on an as needed basis upon mutual agreement between City and SCD, such as providing annual reporting requirements..

Required Tasks and Deliverables:

To be determined as agreed to between the parties.

Estimated Annual Task Budget: \$1,696.00

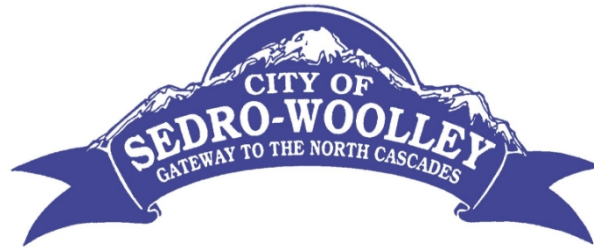
Task 3.0 - Administration and Oversight

SCD shall perform administrative duties and program oversight related to tasks listed below in the agreement. Activities will include:

1. Maintaining clear records and files for all activities conducted under this contract.
2. Preparing progress reports, invoices, and other documentation as required under this contract.

Estimated Annual Task Budget: \$1,361.60

Total Estimated Annual Task Budget: \$14,977.60



City Council Agenda Item

Agenda Item No.: e.10.

Date: December 17, 2025

From: Bill Bullock, Public Works Director

Subject: Professional Service Agreement - Paulsen Realty LLC - Real Estate

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to award the professional service agreement (PSA) to Paulsen Realty LLC of Sedro-Woolley, WA for sale of 827 John Liner Rd. and 900 McGarigle Rd.

BACKGROUND/SUMMARY INFORMATION:

The City purchased two whole properties for the construction of the roundabout: 827 John Liner Road, P76320, on southwest corner of intersection and 900 McGarigle Road, P39302, on northeast corner of intersection. ROW dedications and sight distance easements were completed in November 2025. Modifications to the garage at 827 John Liner were also completed in November to accommodate the sight distance requirements. The house at 900 McGarigle Road was demolished in October and will be sold as a developable lot with water and sewer onsite.

The City Council passed resolution 1164-25 on July 9, 2025 to sell the properties with the assistance of a qualified real estate agent.

The City issued a Request for Proposals for Real Estate Broker/Agent Services on 10/21/2025 with a due date of 11/13/2025. The City placed an ad in the Skagit Valley Herald on 10/21/2025 and 10/28/2025. No proposals were received by the City. On advice of the City Attorney, City staff then engaged with a local real estate company who indicated interest. The attached contract shows scope of services offered.

FISCAL IMPACT, IF APPROPRIATE:

The Real Estate services will be paid with 2.5% sellers commission out of the property sales. A Buyer's Agent commission may be offered as well, as recommended by the Listing Agent and decided by the City to obtain the best qualified purchase offer. The commissions and other standard home selling fees will be paid out of escrow.

ATTACHMENTS:

1. 1 - Professional Services Agreement - Paulsen Realty



PROFESSIONAL SERVICES AGREEMENT NO. 2025-PS-16

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Paulsen Realty LLC a Washington Limited Liability Corporation ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Real Estate Broker and Agent Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the

written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on [WRITTEN DATE] and shall terminate at midnight, 12/31/2026. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NON-ASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

- a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.
- b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

- a. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.
- c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- d. Public Records Requests. In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.
- e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - (4) Professional Liability insurance appropriate to the Consultant's profession.
- d. Minimum Insurance Limits. Consultant shall maintain the following insurance limits:
 - (1) Comprehensive General Liability. \$2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
 - (4) Professional Liability/Consultant's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate.
- e. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.
 - f. Acceptability of Insurers. Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.
 - g. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.
 - h. Insurance shall be Primary - Other Insurance Provision. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - i. Claims-Made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.
 - j. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - k. Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.
 - l. Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The

Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential

conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY.

IV.1 PAYMENTS.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed 2.5% commission of property sale price without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.
- b. Commission will be paid upon successful closing out of the property sale escrow account.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

- a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally

accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

- b. Public Records. The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL.

V.1 NOTICES. Notices to the City shall be sent to the following address:

Peter Lane, PE
City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284
360-855-3219
plane@sedro-woolley.gov

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

Chad Paulsen
Designated Broker
111 Woodworth St #12
Sedro-Woolley, WA 98284
360-770-3557
chadpaulsenrealty@gmail.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all

prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Signature page to follow.

DATED this _____ day of **December 2025**.

CITY OF SEDRO-WOOLLEY

Paulsen Realty LLC
A Washington Corporation

By _____
Julia Johnson, Mayor
Mayor
Date: _____

By _____
Chad Paulsen, Designated Broker
Title:
Date: _____

APPROVED AS TO FORM:

By _____
Nikki Thompson, City Attorney

Exhibit A Scope of Services



SUBMITTAL — CITY OF SEDRO-WOOLLEY

Real Estate Listing Services Proposal

Parcels: P39302 & P76320

Submitted by:

Chad Paulsen, Designated Broker, NextHome 365 Realty

Email: chadpaulsenrealty@gmail.com

Phone: (360) 770-3557

1. COVER LETTER

To Whom It May Concern,

I am pleased to submit this proposal to provide real estate listing and brokerage services for the City-owned properties identified as Tax Parcel P39302 and Tax Parcel P76320 in Sedro-Woolley, Washington.

My name is Chad Paulsen, and I am the Designated Broker of NextHome 365 Realty, authorized to sign all agreements and execute contractual obligations on behalf of the brokerage.

As someone who was born and raised in Sedro-Woolley, and who proudly operates a locally based brokerage within the city, partnering with the City on this project is both meaningful and aligned with my commitment to community growth.

With over 11 years of experience as a Realtor, more than 225 closed transactions, over 30 successful closings this year alone, and as the managing broker of a thriving office of more than 20 Realtors, I bring extensive leadership experience, local market knowledge, and a proven track record of delivering results for property owners.

Respectfully submitted,

Chad Paulsen

Designated Broker, NextHome 365 Realty

2. PROPOSED SCOPE OF SERVICES

- Comprehensive market analysis for each parcel
- Pricing strategy aligned with City goals
- Professional photography, mapping, and listing materials
- Full NWMLS listing with regional syndication
- Buyer and developer outreach
- Full transaction management

3. PROPOSED SCHEDULE

- MLS listing live: within 15 business days after approval
- Active marketing: ongoing until sale
- Closing: typically 30–45 days after acceptance

4. PRICE PROPOSAL / COMMISSION

- 2.5% Listing Broker Compensation
- Recommended 2.5% Buyer's Agent Compensation
- Commission due only upon successful closing

Pricing Recommendation:

I recommend pricing the parcels at their appraised values. I will provide professional guidance and advise the City if market conditions indicate that adjustments may be beneficial.

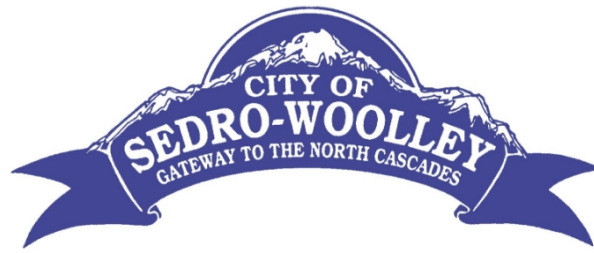
SIGNATURE:

 Chad Paulsen

12/01/25

Chad Paulsen

Designated Broker, NextHome 365 Realty



City Council Agenda Item

Agenda Item No.: e.11.

Date: December 17, 2025

From: Bill Bullock, Public Works Director

Subject: Contract Supplements - Semrau Engineering & Surveying, Epic Land Solutions Inc and DKG Inc - Cascade Trail 2A

RECOMMENDED ACTION:

Motion to amend the professional service agreements with Semrau Engineering & Surveying, Epic Land Solutions Inc and DKG Inc to extend the contract time beyond December 31, 2025, related to the Cascade Trail 2A project.

BACKGROUND/SUMMARY INFORMATION:

In 2025, the City hired Facet to complete the Cascade Trail 2A design, which is currently at 95%. The City had previously hired firms to do surveying (Semrau Engineering & Surveying), right of way (Epic Land Solutions) and environmental (DKG Inc) work related to Cascade Trail 2A. The City's previous agreements for these consultants expire on 12/31/2025. Extending them will allow continued support in finishing the design.

In early 2026, City staff will seek to add additional scope to these consultants. This is required due to changes in trail standards, environmental regulations and the result of discussions with landowners to minimize impacts to their property. This additional scope will be paid for with the additional Transportation Improvement Board funding awarded in November 2025.

Extending the three contracts now will allow the City time to finalize the changes needed and prevent the requirement to go through an additional source selection effort to hire consultants again.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 1 - 2018-PS-30 SES Supplemental Agreement No 6
2. 2 - 2023-PS-01 Epic Land Soln Supplemental Agreement No 4
3. 3 - 2018-PS-28 DGK Inc-Widener Supplemental Agreement No 3



**Washington State
Department of Transportation**

Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable	

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1 TIME MODIFICATION ONLY	Supplement #2	Supplement #3	Supplement #4 PLUS TIME MODIFICATION	Supplement #5 RATES ONLY	Supplement #6 TIME MODIFICATION ONLY	Total
Direct Salary Cost								
Overhead (including Payroll Additives								
Direct Non-Salary Costs								
Fixed Fee	\$7,300.00	\$0.00	\$12,700.00	\$9,500.00	\$3,700.00	\$0.00	\$0.00	\$33,200.00
Total	\$7,300.00		\$12,700.00	\$9,500.00	\$3,700.00			\$33,200.00



**Washington State
Department of Transportation**

Supplemental Agreement Number _____	Organization and Address	
Original Agreement Number		
Project Number	Phone:	
	Execution Date	Completion Date
Project Title	New Maximum Amount Payable	
Description of Work		

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1 TIME MODIFICATION ONLY	Supplement #2 HOURLY RATE UPDATE	Supplement #3 addition work for appraisals	Supplement #4 Hourly rate update and time	Total
Direct Salary Cost	15,765.00	0.00	0.00	319.00	0.00	16,084.00
Overhead (including Payroll Additives	23,490.00	0.00	0.00	483.00	0.00	23,973.00
Direct Non-Salary Costs	3,941.00	0.00	0.00	14,400.00	0.00	18,341.00
Fixed Fee	11,660.00	0.00	0.00	80.00	0.00	11,740.00
management reserve	0.00	0.00	0.00	25,000.00	0.00	25,000.00
Total	55,000.00	0.00	0.00	40,282.00	0.00	95,282.00

EXHIBIT B SUPPLEMENT 4

Proposed
Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Epic Land Solutions, Inc.
1971 190th Street, Suite 200
Torrance, CA 90504
FYE 2024 ICR

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		138.37%	25.00%	
Principal in Charge	\$98.00	\$135.60	\$24.50	\$258.10
Advisory Manager	\$84.00	\$116.23	\$21.00	\$221.23
Regional Manager	\$73.00	\$101.01	\$18.25	\$192.26
Project Manager	\$72.00	\$99.63	\$18.00	\$189.63
Assistant Project Manager	\$57.00	\$78.87	\$14.25	\$150.12
Senior ROW Agent	\$56.00	\$77.49	\$14.00	\$147.49
ROW Agent	\$40.00	\$55.35	\$10.00	\$105.35
ROW Development Manager	\$67.00	\$92.71	\$16.75	\$176.46
Assistant ROW Development Manager	\$46.00	\$63.65	\$11.50	\$121.15
Appraisal Manager	\$98.00	\$135.60	\$24.50	\$258.10
Senior Appraiser	\$66.00	\$91.32	\$16.50	\$173.82
Appraiser	\$57.00	\$78.87	\$14.25	\$150.12
Budget & Financial Controls	\$59.00	\$81.64	\$14.75	\$155.39
Contract Manager	\$50.00	\$69.18	\$12.50	\$131.68
Project Support	\$34.00	\$47.05	\$8.50	\$89.55
QA/QC	\$70.00	\$96.86	\$17.50	\$184.36
Project Coordinator	\$38.00	\$52.58	\$9.50	\$100.08



**Washington State
Department of Transportation**

Supplemental Agreement Number _____	Organization and Address	
Original Agreement Number		
Project Number	Phone:	
	Execution Date	Completion Date
Project Title	New Maximum Amount Payable	
Description of Work		

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

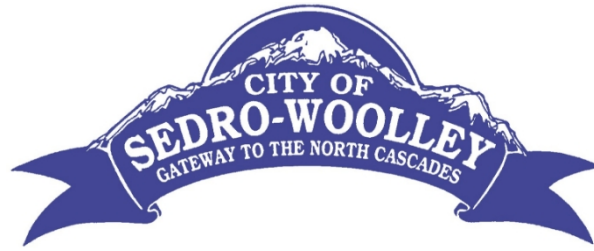
Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Total
Direct Salary Cost	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00
Overhead (including Payroll Additives)	\$ 3,410.00	\$ -	\$ -	\$ -	\$ 3,410.00
Direct Non-Salary Costs	\$ 930.00	\$ -	\$ -	\$ -	\$ 930.00
Fixed Fee	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
Total	\$ 11,440.00	\$ -	\$ -	\$ -	\$ 11,440.00



City Council Agenda Item

Agenda Item No.: e.12.

Date: December 17, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Resolution 1172-25 - 2026 Non-Represented Staff Salary Schedule

RECOMMENDED ACTION:

Motion to approve Resolution 1172-25 implementing the 2026 non-represented employee salary schedule.

BACKGROUND/SUMMARY INFORMATION:

The city has a salary schedule which includes non-represented and AFSCME union employee. AFSCME wages are governed by the collective bargaining agreement and associated memorandums of understanding (MOU). The city has an MOU with the AFSCME union group to update the salary schedule by the August to August CPI-U of 2.8%. Historically, the non-represented employees, on the same grid system, have increased the same amount as AFSCME.

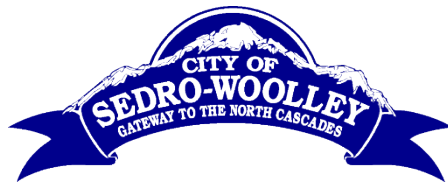
The attached 2026 non-represented employee schedule has been updated from the 2025 schedule by 2.8%. Also attached is the full AFSCME and non-represented employee schedule.

FISCAL IMPACT, IF APPROPRIATE:

All salary increases have been included in the 2026 Budget Amendment No. 1 previously passed by council.

ATTACHMENTS:

1. Resolution 1172-25_2026 Salary Schedule
2. 2026_Non-Represented Salary Schedule_2025.12.05
3. 2026_MasterSchedule_AFSCME+Non-Reps_2025.12.05



RESOLUTION NO. 1172-25

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY IMPLEMENTING THE 2026
NON-REPRESENTED EMPLOYEE SALARY SCHEDULE**

WHEREAS, it is necessary and appropriate to establish the City organizational structure and salary schedules for employees of the City of Sedro-Woolley by resolution of the City Council; and

WHEREAS, to promote internal equity and retain quality employees, the City Council wishes to offer commensurate packages to non-represented employees; and

WHEREAS, the City is continuing the compensation structure involving a salary schedule for all employees with adjustments; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees through budget allocation for personnel and benefits.

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

The attached 2026 Non-Represented Staff salary schedule be effective January 1, 2026.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of DECEMBER 2025.

Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney



2026 Non-Represented Staff

New / Updated

Placeholder Positions

Non-Represented

Schedule for Non-Represented Staff Approved by Council on December 10, 2025										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
108	MUNICIPAL COURT JUDGE	23.63	24.34	25.07	25.83	26.34	26.87	27.27	27.68	28.10
		2,048.29	2,109.79	2,173.04	2,238.25	2,283.04	2,328.71	2,363.63	2,399.08	2,435.04
		4,096.58	4,219.58	4,346.08	4,476.50	4,566.08	4,657.42	4,727.25	4,798.17	4,870.08
		49,159.00	50,635.00	52,153.00	53,718.00	54,793.00	55,889.00	56,727.00	57,578.00	58,441.00
116	ENGINEERING TECHNICIAN I	31.78	32.73	33.71	34.73	35.42	36.13	36.67	37.22	37.78
		2,754.13	2,836.75	2,921.83	3,009.54	3,069.71	3,131.13	3,178.08	3,225.75	3,274.17
		5,508.25	5,673.50	5,843.67	6,019.08	6,139.42	6,262.25	6,356.17	6,451.50	6,548.33
		66,099.00	68,082.00	70,124.00	72,229.00	73,673.00	75,147.00	76,274.00	77,418.00	78,580.00
117	IT USER SUPPORT TECHNICIAN	33.07	34.06	35.08	36.13	36.85	37.59	38.16	38.73	39.31
		2,865.75	2,951.71	3,040.25	3,131.50	3,194.04	3,257.96	3,306.83	3,356.46	3,406.75
		5,731.50	5,903.42	6,080.50	6,263.00	6,388.08	6,515.92	6,613.67	6,712.92	6,813.50
		68,778.00	70,841.00	72,966.00	75,156.00	76,657.00	78,191.00	79,364.00	80,555.00	81,762.00
118		34.43	35.46	36.53	37.62	38.37	39.14	39.73	40.32	40.93
		2,983.79	3,073.29	3,165.54	3,260.50	3,325.67	3,392.21	3,443.08	3,494.75	3,547.13
		5,967.58	6,146.58	6,331.08	6,521.00	6,651.33	6,784.42	6,886.17	6,989.50	7,094.25
		71,611.00	73,759.00	75,973.00	78,252.00	79,816.00	81,413.00	82,634.00	83,874.00	85,131.00
119	COURT CLERK	35.87	36.94	38.05	39.19	39.98	40.77	41.39	42.01	42.64
		3,108.33	3,201.63	3,297.67	3,396.58	3,464.50	3,533.75	3,586.79	3,640.58	3,695.21
		6,216.67	6,403.25	6,595.33	6,793.17	6,929.00	7,067.50	7,173.58	7,281.17	7,390.42
		74,600.00	76,839.00	79,144.00	81,518.00	83,148.00	84,810.00	86,083.00	87,374.00	88,685.00
120		37.38	38.50	39.65	40.84	41.66	42.49	43.13	43.78	44.43
		3,239.38	3,336.58	3,436.67	3,539.75	3,610.63	3,682.79	3,738.00	3,794.08	3,851.00
		6,478.75	6,673.17	6,873.33	7,079.50	7,221.25	7,365.58	7,476.00	7,588.17	7,702.00
		77,745.00	80,078.00	82,480.00	84,954.00	86,655.00	88,387.00	89,712.00	91,058.00	92,424.00
121	ENGINEER I (GRADUATE)	38.98	40.15	41.35	42.59	43.45	44.31	44.98	45.65	46.34
		3,378.25	3,479.58	3,583.96	3,691.50	3,765.33	3,840.63	3,898.25	3,956.71	4,016.04
		6,756.50	6,959.17	7,167.92	7,383.00	7,530.67	7,681.25	7,796.50	7,913.42	8,032.08
		81,078.00	83,510.00	86,015.00	88,596.00	90,368.00	92,175.00	93,558.00	94,961.00	96,385.00
122	ASSISTANT PLANNER HUMAN RESOURCE ANALYST	40.66	41.88	43.13	44.43	45.31	46.22	46.91	47.62	48.33
		3,523.54	3,629.25	3,738.13	3,850.29	3,927.29	4,005.79	4,065.88	4,126.92	4,188.83
		7,047.08	7,258.50	7,476.25	7,700.58	7,854.58	8,011.58	8,131.75	8,253.83	8,377.67
		84,565.00	87,102.00	89,715.00	92,407.00	94,255.00	96,139.00	97,581.00	99,046.00	100,532.00
123		42.44	43.71	45.02	46.37	47.30	48.25	48.97	49.70	50.45
		3,677.96	3,788.29	3,901.96	4,019.00	4,099.38	4,181.38	4,244.08	4,307.75	4,372.38
		7,355.92	7,576.58	7,803.92	8,038.00	8,198.75	8,362.75	8,488.17	8,615.50	8,744.75
		88,271.00	90,919.00	93,647.00	96,456.00	98,385.00	100,353.00	101,858.00	103,386.00	104,937.00
124	ENGINEER (EIT) MAINTENANCE OPNS SUPERVISOR IT SYSTEM INTEGRATION ANALYST	44.58	45.92	47.29	48.71	49.69	50.68	51.44	52.21	53.00
		3,863.58	3,979.46	4,098.88	4,221.79	4,306.25	4,392.38	4,458.29	4,525.21	4,593.04
		7,727.17	7,958.92	8,197.75	8,443.58	8,612.50	8,784.75	8,916.58	9,050.42	9,186.08
		92,726.00	95,507.00	98,373.00	101,323.00	103,350.00	105,417.00	106,999.00	108,605.00	110,233.00
125	PLANNER	46.69	48.09	49.53	51.02	52.04	53.08	53.87	54.68	55.50
		4,046.29	4,167.63	4,292.67	4,421.46	4,509.92	4,600.08	4,669.08	4,739.08	4,810.21
		8,092.58	8,335.25	8,585.33	8,842.92	9,019.83	9,200.17	9,338.17	9,478.17	9,620.42
		97,111.00	100,023.00	103,024.00	106,115.00	108,238.00	110,402.00	112,058.00	113,738.00	115,445.00
126	BUILDING OFFICIAL (CMML INSP)	48.91	50.37	51.89	53.44	54.51	55.60	56.44	57.28	58.14
		4,238.63	4,365.75	4,496.75	4,631.67	4,724.33	4,818.75	4,891.08	4,964.42	5,038.88
		8,477.25	8,731.50	8,993.50	9,263.33	9,448.67	9,637.50	9,782.17	9,928.83	10,077.75
		101,727.00	104,778.00	107,922.00	111,160.00	113,384.00	115,650.00	117,386.00	119,146.00	120,933.00
127	HUMAN RESOURCE MANAGER ASSISTANT ENGINEER	51.25	52.79	54.38	56.01	57.13	58.27	59.14	60.03	60.93
		4,442.08	4,575.33	4,712.58	4,854.00	4,951.04	5,050.08	5,125.83	5,202.67	5,280.71
		8,884.17	9,150.67	9,425.17	9,708.00	9,902.08	10,100.17	10,251.67	10,405.33	10,561.42
		106,610.00	109,808.00	113,102.00	116,496.00	118,825.00	121,202.00	123,020.00	124,864.00	126,737.00
128	SENIOR PLANNER	53.73	55.34	57.00	58.71	59.89	61.08	62.00	62.93	63.87
		4,656.58	4,796.29	4,940.21	5,088.42	5,190.17	5,293.92	5,373.33	5,453.96	5,535.79
		9,313.17	9,592.58	9,880.42	10,176.83	10,380.33	10,587.83	10,746.67	10,907.92	11,071.58
		111,758.00	115,111.00	118,565.00	122,122.00	124,564.00	127,054.00	128,960.00	130,895.00	132,859.00
129	ASSISTANT FIRE CHIEF	56.35	58.04	59.78	61.57	62.81	64.06	65.02	66.00	66.99
		4,883.58	5,030.08	5,180.96	5,336.42	5,443.17	5,552.00	5,635.25	5,719.83	5,805.58
		9,767.17	10,060.17	10,361.92	10,672.83	10,886.33	11,104.00	11,270.50	11,439.67	11,611.17
		117,206.00	120,722.00	124,343.00	128,074.00	130,636.00	133,248.00	135,246.00	137,276.00	139,334.00
130	DIRECTOR, INFO TECHNOLOGIES CITY ENGINEER POLICE LIEUTENANT	59.11	60.89	62.71	64.59	65.88	67.20	68.21	69.23	70.27
		5,122.96	5,276.71	5,434.96	5,598.04	5,709.96	5,824.21	5,911.54	6,000.25	6,090.25
		10,245.92	10,553.42	10,869.92	11,196.08	11,419.92	11,648.42	11,823.08	12,000.50	12,180.50
		122,951.00	126,641.00	130,439.00	134,353.00	137,039.00	139,781.00	141,877.00	144,006.00	146,166.00
131	DIRECTOR, FINANCE	62.02	63.88	65.79	67.77	69.12	70.51	71.56	72.64	73.73
		5,374.88	5,536.13	5,702.21	5,873.25	5,990.75	6,110.58	6,202.21	6,295.25	6,389.63
		10,749.75	11,072.25	11,404.42	11,746.50	11,981.50	12,221.17	12,404.42	12,590.50	12,779.25
		128,997.00	132,867.00	136,853.00	140,958.00	143,778.00	146,654.00	148,853.00	151,086.00	153,351.00
132	DIRECTOR, COMMUNITY DEVEL	65.08	67.04	69.05	71.12	72.54	73.99	75.10	76.23	77.37
		5,640.63	5,809.79	5,984.13	6,163.67	6,286.88	6,412.63	6,508.79	6,606.46	6,705.54
		11,281.25	11,619.58	11,968.25	12,327.33	12,573.75	12,825.25	13,017.58	13,212.92	13,411.08
		135,375.00	139,435.00	143,619.00	147,928.00	150,885.00	153,903.00	156,211.00	158,555.00	160,933.00

Schedule for Non-Represented Staff Approved by Council on December 10, 2025										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
133	DIRECTOR, PUBLIC WORKS	68.33	70.38	72.49	74.66	76.15	77.68	78.84	80.03	81.23
	FIRE CHIEF	5,921.54	6,099.21	6,282.17	6,470.58	6,600.04	6,732.04	6,833.04	6,935.54	7,039.54
	POLICE CHIEF	11,843.08	12,198.42	12,564.33	12,941.17	13,200.08	13,464.08	13,666.08	13,871.08	14,079.08
		142,117.00	146,381.00	150,772.00	155,294.00	158,401.00	161,569.00	163,993.00	166,453.00	168,949.00
134		71.74	73.90	76.11	78.40	79.96	81.56	82.79	84.03	85.29
		6,217.71	6,404.25	6,596.42	6,794.25	6,930.17	7,068.75	7,174.79	7,282.38	7,391.63
		12,435.42	12,808.50	13,192.83	13,588.50	13,860.33	14,137.50	14,349.58	14,564.75	14,783.25
		149,225.00	153,702.00	158,314.00	163,062.00	166,324.00	169,650.00	172,195.00	174,777.00	177,399.00
135		75.35	77.61	79.94	82.34	83.99	85.67	86.95	88.25	89.58
		6,530.46	6,726.42	6,928.21	7,136.04	7,278.79	7,424.33	7,535.75	7,648.75	7,763.46
		13,060.92	13,452.83	13,856.42	14,272.08	14,557.58	14,848.67	15,071.50	15,297.50	15,526.92
		156,731.00	161,434.00	166,277.00	171,265.00	174,691.00	178,184.00	180,858.00	183,570.00	186,323.00
136	CITY ADMINISTRATOR	83.16	85.66	88.23	90.87	92.69	94.54	95.96	97.40	98.86
		7,207.25	7,423.46	7,646.21	7,875.58	8,033.08	8,193.75	8,316.67	8,441.42	8,568.00
		14,414.50	14,846.92	15,292.42	15,751.17	16,066.17	16,387.50	16,633.33	16,882.83	17,136.00
		172,974.00	178,163.00	183,509.00	189,014.00	192,794.00	196,650.00	199,600.00	202,594.00	205,632.00
OTHER	PARK CARETAKER (annual)									\$1,200.00
	SEASONAL (hourly)									\$17.13 - \$28.00
	FACILITY MONITOR (hourly)									\$25.00 - \$28.00
	WASTE DISPOSAL (hourly)									\$17.13
	PART-TIME FIREFIGHTER (hourly)									20.00
	PART-TIME POLICE RECORDS CLERK									

Consistent with the Public Safety Guild Support Employee contract, full-time Records Clerk hourly rate.
Per AFSCME contract "Seasonal employees may become members of the bargaining unit after successful completion of their first seasonal period, an upon the first day of work of the second consecutive season."

Amounts Displayed: Hourly, Pay Period, Monthly, Annual Wage
Actual amounts may vary due to rounding.



2026 AFSCME and Non-Represented Staff

New / Updated

Placeholder Positions

Non-Represented

Master Schedule for AFSCME and Non-Represented Staff Approved by Council on December 10, 2025										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
104	INTERN - ADMIN SUPPORT	20.70	21.32	21.96	22.62	23.07	23.53	23.89	24.24	24.61
		1,794.00	1,847.83	1,903.29	1,960.33	1,999.58	2,039.54	2,070.17	2,101.21	2,132.75
		3,588.00	3,695.67	3,806.58	3,920.67	3,999.17	4,079.08	4,140.33	4,202.42	4,265.50
		43,056.00	44,348.00	45,679.00	47,048.00	47,990.00	48,949.00	49,684.00	50,429.00	51,186.00
105		21.37	22.02	22.68	23.36	23.82	24.30	24.66	25.03	25.41
		1,852.38	1,908.00	1,965.21	2,024.17	2,064.63	2,105.92	2,137.54	2,169.63	2,202.13
		3,704.75	3,816.00	3,930.42	4,048.33	4,129.25	4,211.83	4,275.08	4,339.25	4,404.25
		44,457.00	45,792.00	47,165.00	48,580.00	49,551.00	50,542.00	51,301.00	52,071.00	52,851.00
106	INTERN - TECHNICAL SUPPORT	22.09	22.76	23.44	24.14	24.62	25.12	25.49	25.88	26.26
		1,914.67	1,972.13	2,031.29	2,092.21	2,134.08	2,176.75	2,209.42	2,242.50	2,276.17
		3,829.33	3,944.25	4,062.58	4,184.42	4,268.17	4,353.50	4,418.83	4,485.00	4,552.33
		45,952.00	47,331.00	48,751.00	50,213.00	51,218.00	52,242.00	53,026.00	53,820.00	54,628.00
107	RECEPTIONIST	22.84	23.53	24.23	24.96	25.46	25.97	26.36	26.75	27.15
		1,979.58	2,038.92	2,100.13	2,163.08	2,206.38	2,250.54	2,284.29	2,318.50	2,353.33
		3,959.17	4,077.83	4,200.25	4,326.17	4,412.75	4,501.08	4,568.58	4,637.00	4,706.67
		47,510.00	48,934.00	50,403.00	51,914.00	52,953.00	54,013.00	54,823.00	55,644.00	56,480.00
108	MUNICIPAL COURT JUDGE	23.63	24.34	25.07	25.83	26.34	26.87	27.27	27.68	28.10
		2,048.29	2,109.79	2,173.04	2,238.25	2,283.04	2,328.71	2,363.63	2,399.08	2,435.04
		4,096.58	4,219.58	4,346.08	4,476.50	4,566.08	4,657.42	4,727.25	4,798.17	4,870.08
		49,159.00	50,635.00	52,153.00	53,718.00	54,793.00	55,889.00	56,727.00	57,578.00	58,441.00
109		24.47	25.21	25.96	26.74	27.28	27.82	28.24	28.66	29.09
		2,121.00	2,184.63	2,250.17	2,317.67	2,364.00	2,411.29	2,447.46	2,484.17	2,521.42
		4,242.00	4,369.25	4,500.33	4,635.33	4,728.00	4,822.58	4,894.92	4,968.33	5,042.83
		50,904.00	52,431.00	54,004.00	55,624.00	56,736.00	57,871.00	58,739.00	59,620.00	60,514.00
110	CUSTODIAN YARD WASTE ATTENDANT	25.36	26.12	26.90	27.71	28.26	28.83	29.26	29.70	30.14
		2,197.54	2,263.46	2,331.33	2,401.29	2,449.33	2,498.33	2,535.79	2,573.83	2,612.42
		4,395.08	4,526.92	4,662.67	4,802.58	4,898.67	4,996.67	5,071.58	5,147.67	5,224.83
		52,741.00	54,323.00	55,952.00	57,631.00	58,784.00	59,960.00	60,859.00	61,772.00	62,698.00
111	ADMINISTRATIVE CLERK I GRAD INTERN	26.28	27.07	27.89	28.72	29.30	29.88	30.33	30.79	31.25
		2,277.96	2,346.29	2,416.71	2,489.21	2,539.00	2,589.71	2,628.63	2,668.08	2,708.08
		4,555.92	4,692.58	4,833.42	4,978.42	5,078.00	5,179.42	5,257.25	5,336.17	5,416.17
		54,671.00	56,311.00	58,001.00	59,741.00	60,936.00	62,153.00	63,087.00	64,034.00	64,994.00
112	MAINTENANCE CUSTODIAN	27.27	28.09	28.93	29.80	30.40	31.01	31.47	31.94	32.42
		2,363.63	2,434.54	2,507.58	2,582.79	2,634.46	2,687.13	2,727.42	2,768.33	2,809.83
		4,727.25	4,869.08	5,015.17	5,165.58	5,268.92	5,374.25	5,454.83	5,536.67	5,619.67
		56,727.00	58,429.00	60,182.00	61,987.00	63,227.00	64,491.00	65,458.00	66,440.00	67,436.00
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	28.31	29.15	30.03	30.93	31.55	32.18	32.66	33.15	33.65
		2,453.17	2,526.75	2,602.54	2,680.58	2,734.25	2,788.92	2,830.71	2,873.21	2,916.33
		4,906.33	5,053.50	5,205.08	5,361.17	5,468.50	5,577.83	5,661.42	5,746.42	5,832.67
		58,876.00	60,642.00	62,461.00	64,334.00	65,622.00	66,934.00	67,937.00	68,957.00	69,992.00
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	29.40	30.28	31.19	32.12	32.77	33.42	33.92	34.43	34.95
		2,547.83	2,624.29	2,702.96	2,784.08	2,839.75	2,896.58	2,940.04	2,984.13	3,028.88
		5,095.67	5,248.58	5,405.92	5,568.17	5,679.50	5,793.17	5,880.08	5,968.25	6,057.75
		61,148.00	62,983.00	64,871.00	66,818.00	68,154.00	69,518.00	70,561.00	71,619.00	72,693.00
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	30.55	31.47	32.41	33.38	34.05	34.73	35.25	35.78	36.32
		2,647.75	2,727.17	2,809.04	2,893.29	2,951.13	3,010.13	3,055.33	3,101.13	3,147.67
		5,295.50	5,454.33	5,618.08	5,786.58	5,902.25	6,020.25	6,110.67	6,202.25	6,295.33
		63,546.00	65,452.00	67,417.00	69,439.00	70,827.00	72,243.00	73,328.00	74,427.00	75,544.00
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	31.78	32.73	33.71	34.73	35.42	36.13	36.67	37.22	37.78
		2,754.13	2,836.75	2,921.83	3,009.54	3,069.71	3,131.13	3,178.08	3,225.75	3,274.17
		5,508.25	5,673.50	5,843.67	6,019.08	6,139.42	6,262.25	6,356.17	6,451.50	6,548.33
		66,099.00	68,082.00	70,124.00	72,229.00	73,673.00	75,147.00	76,274.00	77,418.00	78,580.00
117	MAINTENANCE OPERATOR II COLLECTIONS SPECIALIST II IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN PUBLIC RECORDS OFFICER	33.07	34.06	35.08	36.13	36.85	37.59	38.16	38.73	39.31
		2,865.75	2,951.71	3,040.25	3,131.50	3,194.04	3,257.96	3,306.83	3,356.46	3,406.75
		5,731.50	5,903.42	6,080.50	6,263.00	6,388.08	6,515.92	6,613.67	6,712.92	6,813.50
		68,778.00	70,841.00	72,966.00	75,156.00	76,657.00	78,191.00	79,364.00	80,555.00	81,762.00
118	ENGINEERING TECHNICIAN II EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	34.43	35.46	36.53	37.62	38.37	39.14	39.73	40.32	40.93
		2,983.79	3,073.29	3,165.54	3,260.50	3,325.67	3,392.21	3,443.08	3,494.75	3,547.13
		5,967.58	6,146.58	6,331.08	6,521.00	6,651.33	6,784.42	6,886.17	6,989.50	7,094.25
		71,611.00	73,759.00	75,973.00	78,252.00	79,816.00	81,413.00	82,634.00	83,874.00	85,131.00
119	DEPUTY CITY CLERK VEHICLE TECHNICAL MECHANIC WW TREATMENT OPERATOR II COURT CLERK	35.87	36.94	38.05	39.19	39.98	40.77	41.39	42.01	42.64
		3,108.33	3,201.63	3,297.67	3,396.58	3,464.50	3,533.75	3,586.79	3,640.58	3,695.21
		6,216.67	6,403.25	6,595.33	6,793.17	6,929.00	7,067.50	7,173.58	7,281.17	7,390.42
		74,600.00	76,839.00	79,144.00	81,518.00	83,148.00	84,810.00	86,083.00	87,374.00	88,685.00
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	37.38	38.50	39.65	40.84	41.66	42.49	43.13	43.78	44.43
		3,239.38	3,336.58	3,436.67	3,539.75	3,610.63	3,682.79	3,738.00	3,794.08	3,851.00
		6,478.75	6,673.17	6,873.33	7,079.50	7,221.25	7,365.58	7,476.00	7,588.17	7,702.00
		77,745.00	80,078.00	82,480.00	84,954.00	86,655.00	88,387.00	89,712.00	91,058.00	92,424.00
121	BUILDING INSPECTOR I LEAD MECHANIC DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III ASSISTANT MAINT. OPNS. SUPERVISOR	38.98	40.15	41.35	42.59	43.45	44.31	44.98	45.65	46.34
		3,378.25	3,479.58	3,583.96	3,691.50	3,765.33	3,840.63	3,898.25	3,956.71	4,016.04
		6,756.50	6,959.17	7,167.92	7,383.00	7,530.67	7,681.25	7,796.50	7,913.42	8,032.08
		81,078.00	83,510.00	86,015.00	88,596.00	90,368.00	92,175.00	93,558.00	94,961.00	96,385.00

Master Schedule for AFSCME and Non-Represented Staff Approved by Council on December 10, 2025										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
122	ASSISTANT PLANNER	40.66	41.88	43.13	44.43	45.31	46.22	46.91	47.62	48.33
	HUMAN RESOURCE ANALYST	3,523.54	3,629.25	3,738.13	3,850.29	3,927.29	4,005.79	4,065.88	4,126.92	4,188.83
	WW TREATMENT OPERATOR LEAD	7,047.08	7,258.50	7,476.25	7,700.58	7,854.58	8,011.58	8,131.75	8,253.83	8,377.67
		84,565.00	87,102.00	89,715.00	92,407.00	94,255.00	96,139.00	97,581.00	99,046.00	100,532.00
123	BUILDING INSPECTOR II	42.44	43.71	45.02	46.37	47.30	48.25	48.97	49.70	50.45
	SOLID WASTE SUPERVISOR	3,677.96	3,788.29	3,901.96	4,019.00	4,099.38	4,181.38	4,244.08	4,307.75	4,372.38
		7,355.92	7,576.58	7,803.92	8,038.00	8,198.75	8,362.75	8,488.17	8,615.50	8,744.75
		88,271.00	90,919.00	93,647.00	96,456.00	98,385.00	100,353.00	101,858.00	103,386.00	104,937.00
124	WW TREATMENT SUPERVISOR									
	ENGINEER (EIT)	44.58	45.92	47.29	48.71	49.69	50.68	51.44	52.21	53.00
	MAINTENANCE OPNS SUPERVISOR	3,863.58	3,979.46	4,098.88	4,221.79	4,306.25	4,392.38	4,458.29	4,525.21	4,593.04
	IT SYSTEM INTEGRATION ANALYST	7,727.17	7,958.92	8,197.75	8,443.58	8,612.50	8,784.75	8,916.58	9,050.42	9,186.08
		92,726.00	95,507.00	98,373.00	101,323.00	103,350.00	105,417.00	106,999.00	108,605.00	110,233.00
125	PLANNER	46.69	48.09	49.53	51.02	52.04	53.08	53.87	54.68	55.50
		4,046.29	4,167.63	4,292.67	4,421.46	4,509.92	4,600.08	4,669.08	4,739.08	4,810.21
		8,092.58	8,335.25	8,585.33	8,842.92	9,019.83	9,200.17	9,338.17	9,478.17	9,620.42
		97,111.00	100,023.00	103,024.00	106,115.00	108,238.00	110,402.00	112,058.00	113,738.00	115,445.00
126	BUILDING OFFICIAL (CMML INSP)	48.91	50.37	51.89	53.44	54.51	55.60	56.44	57.28	58.14
		4,238.63	4,365.75	4,496.75	4,631.67	4,724.33	4,818.75	4,891.08	4,964.42	5,038.88
		8,477.25	8,731.50	8,993.50	9,263.33	9,448.67	9,637.50	9,782.17	9,928.83	10,077.75
		101,727.00	104,778.00	107,922.00	111,160.00	113,384.00	115,650.00	117,386.00	119,146.00	120,933.00
127	HUMAN RESOURCE MANAGER	51.25	52.79	54.38	56.01	57.13	58.27	59.14	60.03	60.93
	ASSISTANT ENGINEER	4,442.08	4,575.33	4,712.58	4,854.00	4,951.04	5,050.08	5,125.83	5,202.67	5,280.71
		8,884.17	9,150.67	9,425.17	9,708.00	9,902.08	10,100.17	10,251.67	10,405.33	10,561.42
		106,610.00	109,808.00	113,102.00	116,496.00	118,825.00	121,202.00	123,020.00	124,864.00	126,737.00
128	SENIOR PLANNER	53.73	55.34	57.00	58.71	59.89	61.08	62.00	62.93	63.87
		4,656.58	4,796.29	4,940.21	5,088.42	5,190.17	5,293.92	5,373.33	5,453.96	5,535.79
		9,313.17	9,592.58	9,880.42	10,176.83	10,380.33	10,587.83	10,746.67	10,907.92	11,071.58
		111,758.00	115,111.00	118,565.00	122,122.00	124,564.00	127,054.00	128,960.00	130,895.00	132,859.00
129	ASSISTANT FIRE CHIEF	56.35	58.04	59.78	61.57	62.81	64.06	65.02	66.00	66.99
		4,883.58	5,030.08	5,180.96	5,336.42	5,443.17	5,552.00	5,635.25	5,719.83	5,805.58
		9,767.17	10,060.17	10,361.92	10,672.83	10,886.33	11,104.00	11,270.50	11,439.67	11,611.17
		117,206.00	120,722.00	124,343.00	128,074.00	130,636.00	133,248.00	135,246.00	137,276.00	139,334.00
130	DIRECTOR, INFO TECHNOLOGIES	59.11	60.89	62.71	64.59	65.88	67.20	68.21	69.23	70.27
	CITY ENGINEER	5,122.96	5,276.71	5,434.96	5,598.04	5,709.96	5,824.21	5,911.54	6,000.25	6,090.25
	POLICE LIEUTENANT	10,245.92	10,553.42	10,869.92	11,196.08	11,419.92	11,648.42	11,823.08	12,000.50	12,180.50
		122,951.00	126,641.00	130,439.00	134,353.00	137,039.00	139,781.00	141,877.00	144,006.00	146,166.00
131	DIRECTOR, FINANCE	62.02	63.88	65.79	67.77	69.12	70.51	71.56	72.64	73.73
		5,374.88	5,536.13	5,702.21	5,873.25	5,990.75	6,110.58	6,202.21	6,295.25	6,389.63
		10,749.75	11,072.25	11,404.42	11,746.50	11,981.50	12,221.17	12,404.42	12,590.50	12,779.25
		128,997.00	132,867.00	136,853.00	140,958.00	143,778.00	146,654.00	148,853.00	151,086.00	153,351.00
132	DIRECTOR, COMMUNITY DEVEL	65.08	67.04	69.05	71.12	72.54	73.99	75.10	76.23	77.37
		5,640.63	5,809.79	5,984.13	6,163.67	6,286.88	6,412.63	6,508.79	6,606.46	6,705.54
		11,281.25	11,619.58	11,968.25	12,327.33	12,573.75	12,825.25	13,017.58	13,212.92	13,411.08
		135,375.00	139,435.00	143,619.00	147,928.00	150,885.00	153,903.00	156,211.00	158,555.00	160,933.00
133	DIRECTOR, PUBLIC WORKS	68.33	70.38	72.49	74.66	76.15	77.68	78.84	80.03	81.23
	FIRE CHIEF	5,921.54	6,099.21	6,282.17	6,470.58	6,600.04	6,732.04	6,833.04	6,935.54	7,039.54
	POLICE CHIEF	11,843.08	12,198.42	12,564.33	12,941.17	13,200.08	13,464.08	13,666.08	13,871.08	14,079.08
		142,117.00	146,381.00	150,772.00	155,294.00	158,401.00	161,569.00	163,993.00	166,453.00	168,949.00
134		71.74	73.90	76.11	78.40	79.96	81.56	82.79	84.03	85.29
		6,217.71	6,404.25	6,596.42	6,794.25	6,930.17	7,068.75	7,174.79	7,282.38	7,391.63
		12,435.42	12,808.50	13,192.83	13,588.50	13,860.33	14,137.50	14,349.58	14,564.75	14,783.25
		149,225.00	153,702.00	158,314.00	163,062.00	166,324.00	169,650.00	172,195.00	174,777.00	177,399.00
135		75.35	77.61	79.94	82.34	83.99	85.67	86.95	88.25	89.58
		6,530.46	6,726.42	6,928.21	7,136.04	7,278.79	7,424.33	7,535.75	7,648.75	7,763.46
		13,060.92	13,452.83	13,856.42	14,272.08	14,557.58	14,848.67	15,071.50	15,297.50	15,526.92
		156,731.00	161,434.00	166,277.00	171,265.00	174,691.00	178,184.00	180,858.00	183,570.00	186,323.00
136	CITY ADMINISTRATOR	83.16	85.66	88.23	90.87	92.69	94.54	95.96	97.40	98.86
		7,207.25	7,423.46	7,646.21	7,875.58	8,033.08	8,193.75	8,316.67	8,441.42	8,568.00
		14,414.50	14,846.92	15,292.42	15,751.17	16,066.17	16,387.50	16,633.33	16,882.83	17,136.00
		172,974.00	178,163.00	183,509.00	189,014.00	192,794.00	196,650.00	199,600.00	202,594.00	205,632.00
OTHER	PARK CARETAKER (annual)									1,200.00
	SEASONAL (hourly)									\$17.13 - \$28.00
	FACILITY MONITOR (hourly)									\$25.00 - \$28.00
	WASTE DISPOSAL (hourly)									\$17.13
	PART-TIME FIREFIGHTER (hourly)									20.00
	PART-TIME POLICE RECORDS CLERK									

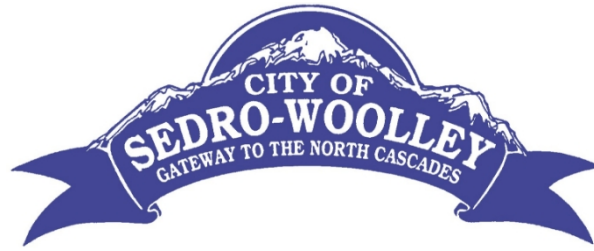
Consistent with the Public Safety Guild Support Employee contract, full-time Records Clerk hourly rate.

Per AFSCME contract "Seasonal employees may become members of the bargaining unit after successful completion of their first seasonal period, an upon the first day of work of the second consecutive season."

Amounts Displayed: Hourly, Pay Period, Monthly, Annual Wage

Actual amounts may vary due to rounding.

Increase from 2025 102.80%



City Council Agenda Item

Agenda Item No.: e.13.

Date: December 17, 2025

From: Bill Bullock, Public Works Director

Subject: P-W-126(P06)-1 - Transportation Improvement Board - Cascade Trail West Extension Phase 2A

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to execute the TIB Grant Contract for Cascade Trail West Extension Phase 2A, Hodgin Rd to Holtcamp Rd (Contract No. P-W-126(P06)-1).

BACKGROUND/SUMMARY INFORMATION:

At the August 13, 2025, Council Meeting, the Council approved the submittal of two TIB grant applications for the Active Transportation Program – Cascade Trail West Extension Phase 2A and the Arterial Preservation Program – 2026 Paving Program.

The City was notified in late November that the Cascade Trail Extension Phase 2A was selected by TIB for funding. The City was awarded \$915,000 with a 15% match for the remaining engineering and construction of the trail project. The project right of way and about \$300,000 of the construction is funded by a federal grant program.

The 2026 paving program was not funded by TIB this year.

FISCAL IMPACT, IF APPROPRIATE:

The TIB grant of \$915,000 will require a \$161,550 match which is eligible to be cover by the existing federal funding.

ATTACHMENTS:

1. Funded - 2 - Sedro Woolley - Cascade Trail West Extension Phase 2A
2. Grant Agreement - 2 - Sedro Woolley - Cascade Trail West Extension Phase 2A



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington
Bikes

Nick Covey
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 21, 2025

Bill Bullock, P.E.
Public Works Director
City of Sedro Woolley
325 Metcalf St
Sedro Woolley, WA 98284

Dear Bill Bullock:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, Cascade Trail West Extension Phase 2A, Hodgins Rd to Holtcamp Rd, TIB project number P-W-126(P06)-1.

TIB is awarding 85.0000% of approved eligible project costs with a maximum grant of \$915,450.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project.

TIB approval is required prior to incurring reimbursable expenses.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2026, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.05-211.

If you have questions, please contact Chris Langhoff, TIB Region Engineer, at ChrisL@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



City of Sedro Woolley
P-W-126(P06)-1
Cascade Trail West Extension Phase 2A
Hodgin Rd to Holtcamp Rd

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Cascade Trail West Extension Phase 2A, Hodgin Rd to Holtcamp Rd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sedro Woolley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0000 percent of approved eligible project costs up to the amount of \$915,450, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	161,550	
WSDOT	0	
Federal Funds	0	



TOTAL LOCAL FUNDS	161,550	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

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

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions



of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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



Washington State Transportation Improvement Board
Grant Agreement

P-W-126(P06)-1

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

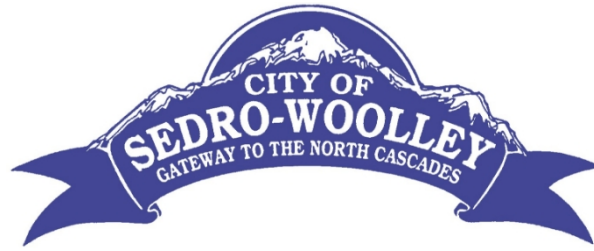
Date

Executive Director

Date

Print Name

Print Name



City Council Agenda Item

Agenda Item No.: e.14.

Date: December 17, 2025

From: Bill Bullock, Public Works Director

Subject: Contract Supplement No. 5 - Reichhardt & Ebe Engineering - Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements

RECOMMENDED ACTION:

Motion to amend the professional services agreement with Reichhardt & Ebe Engineering (R&E) to cover construction management services required for the Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection; supplement not to exceed \$10,750.67.

BACKGROUND/SUMMARY INFORMATION:

The Right of Way for Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection was completed just in time for construction. The effort for the parcel on the Northwest was particularly challenging with the socio-economic situation, family situation and substance abuse issues that made execution of the relocation difficult and challenging beyond a typical Right of Way take and relocation. The Right of Way agent expensed significant time and effort to keep the project on time and allow construction to start in June. These costs are a full project cost and are not able to be billed to any external party.

FISCAL IMPACT, IF APPROPRIATE:

This supplement of \$10,750.67 will be funded by the City as a cost that is within the project budget that has previously been approved.

ATTACHMENTS:

1. 2022-PS-09 RE Supplement_5



Transportation Improvement Board Consultant Supplemental Agreement

Agency City of Sedro-Woolley

Project Number 8-2-126(013)-1

Project Name Township Street (SR9) – John Liner Rd/McGarigle Rd Intersection

Consulting Firm Reichhardt & Ebe Engineering, Inc.

Supplement Phase Supplement 005

The Local Agency of City of Sedro-Woolley desires to supplement the agreement entered into with and executed on 04/15/2022.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include additional services as outlined in Exhibit A.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE 12/31/2026

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \$453,448.58

EXHIBIT A			
	Original Agreement/ Supplements 1-4	Supplement #5	Total
Direct Salary Cost			
Overhead (including Payroll Additives)			
Direct Non-salary Costs			
Fixed Fee			
Total	\$771,648.46	\$10,750.67	\$782,399.13

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature 	Date <u>11/21/25</u>



EXHIBIT A

November 21, 2025

Peter Lane
City of Sedro-Woolley
325 Metcalf St.
Sedro-Woolley, WA 98284

Re: Township (SR9), John Liner / McGarigle Intersection Improvements
Supplement 05 – RES Group
R&E Job No. 22009

Dear Peter:

This is a supplement to our original agreements signed by the City of Sedro-Woolley on April 14, 2022.

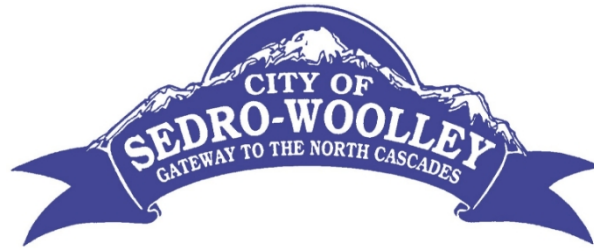
Scope of Work:

RES Group Northwest have provided additional right of way consulting services in excess of their budget contract amount. The additional work was primarily due to additional time spent on the Totino acquisition and Bray Relocation as the tenant. The Bray relocation was particularly challenging due to the socio-economic situation, family situation, and substance abuse issues making execution of the relocation difficult and challenging beyond what would normally be expected.

Fee:

The fee to perform this scope of work is based directly on the invoice cost to perform the work and includes only the direct charges from RES Group Northwest.

RES Group Invoice 15772	\$10,291.61
RES Group Invoice 15798	\$459.06
<u>Total</u>	<u>\$10,750.67</u>



City Council Agenda Item

Agenda Item No.: g.1.

Date: December 17, 2025

From: Charlie Bush, City Administrator

Subject: City Council Goal Setting for 2027-2028

RECOMMENDED ACTION:

N/A

BACKGROUND/SUMMARY INFORMATION:

The City Council typically sets goals for the 2027-2028 biennium in early 2026. This allows time to position items in the next budget for execution during the following two years. Council sets high level goals and then staff builds operating plans, with action items to support the goals.

At the last two Strategic Planning Committee meetings, the Committee discussed a process where the Council would emails ideas to staff for a feasibility review. Repeated goals would be listed at the top and goals would move into a SMART format before adoption. The final discussion on these would occur at the end of January.

The following approach is planned to carry out this process:

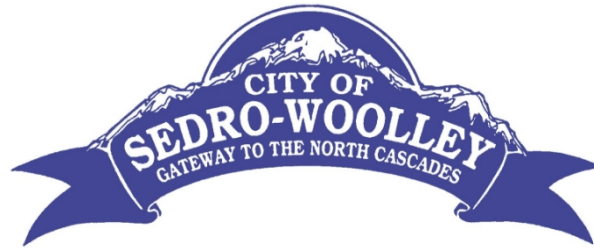
- December 2025 - staff develops an idea template for Council to use for submittals - it leads towards SMART goal formation. The template is distributed to Council.
- January 7 Study Session - briefing and reminder to Council regarding the goal template and goal template deadline
- January 14 - idea window closes, staff complete feasibility review of ideas, and everything goes into the Council packet for January 28 (due on January 22)
- January 28 Special Study Session - conduct a goal-setting session from 4-6 PM, prior to the regular City Council meeting
- If other meetings are needed, they can be added.
- Staff will add operating plans to the goals prior to adoption.
- Adoption is likely by April or May.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: k.1.

Date: December 17, 2025

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Ordinance 2110-25 - 2025 Budget Amendment No. 4

RECOMMENDED ACTION:

Motion to approve Ordinance 2110-25, approving 2025 Budget Amendment No. 4.

BACKGROUND/SUMMARY INFORMATION:

2025 Budget Amendment No. 4 is the final budget amendment of the year. Four items have been updated.

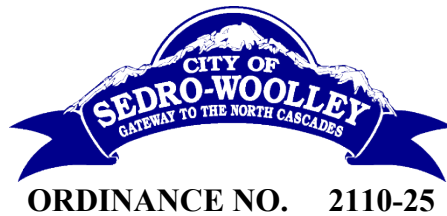
- Fund 105 Library Fund: Interlocal agreement governs the payment to the library, amount has been updated based on the library levy rate and city assessed value.
- Fund 112 Code Enforcement: Additional expenditures due to property clean up.
- Fund 425 Stormwater Operations: Additional expenditures due to stormwater management plan.
- Fund 501 ER&R: Oversight in the original budget. To have a sustainable fleet, the Police Department purchases three vehicles annually.

FISCAL IMPACT, IF APPROPRIATE:

See attached.

ATTACHMENTS:

1. 2025 Budget Amendment No. 4_Ordinance 2110-25
2. 2025_Alt View_2025.12.05
3. 2025_Summary of Changes_2025.12.05
4. 2025_Proposed Changes_2025.12.05



AN ORDINANCE AMENDING ORDINANCE 2104-25 AMENDING THE BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR FISCAL YEAR 2025.

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2025 budget.

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

Section 1. Year 2025 of the 2025-2026 Biennial Budget, adopted by Ordinance 2028-24 and passed by the City Council on November 26, 2024, amended by Ordinance 2098-25 and passed by the City Council on May 28, 2025, and amended by Ordinance 2101-25 and passed by City Council on June 11, 2025, and amended by Ordinance 2104-25 and passed by council on October 8, 2025, 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 2025 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 10th DAY OF DECEMBER 2025.

ATTEST:

Julia Johnson, Mayor

Kelly Kohnken, Finance Director

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

APPENDIX A

Fund	Description	2025		
		Budgeted Revenues	Budgeted Expenditures	Excess (Deficit)
001	Current Expense Fund	15,582,432	14,999,570	582,862
002	Fire Reserve Fund	272,776	-	272,776
003	Special Projects Fund	-	801,913	(801,913)
101	Parks & Facilities Fund	4,820,268	4,788,831	31,437
102	Cemetery Fund	227,500	232,748	(5,248)
103	Street Fund	1,195,483	1,196,667	(1,184)
104	Arterial Street Fund	6,477,978	6,511,877	(33,899)
105	Library Fund	440,131	474,917	(34,786)
106	Cemetery Endowment	1,500	10,000	(8,500)
108	Lodging Tax Fund	60,000	55,500	4,500
109	Special Investigation Fund	1,000	1,000	-
112	Code Enforcement Fund	-	11,000	(11,000)
114	Law Enforcement Sales	800,000	800,000	-
115	Strategic Reserve	-	-	-
116	Affordable Housing	14,000	6,200	7,800
117	Housing and Related Services	275,000	261,800	13,200
118	National Opioid	5,000	22,000	(17,000)
189	American Rescue Plan	-	-	-
205	2008 G/O Bond Fund	148,000	150,800	(2,800)
206	G/O Bond 2008 Reserve	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	305,000	481,064	(176,064)
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	751,064	(446,064)
303	Building Maintenance Reserve	2,200	-	2,200
304	Transportation Benefit District	225,000	235,845	(10,845)
310	Police Mitigation Reserve Fund	12,000	-	12,000
311	Parks Impact Fee Reserve Fund	215,000	524,000	(309,000)
312	Fire Impact Fee Reserve Fund	45,000	-	45,000
314	Transportation Impact Fee Reserve Fund	145,000	473,555	(328,555)
401	Sewer Operations Fund	5,823,400	5,733,758	89,642
410	Sewer Capital Projects	1,213,900	748,093	465,807
412	Solid Waste Operations	4,222,000	4,423,280	(201,280)
413	Solid Waste Reserve Fund	126,000	-	126,000
425	Stormwater Operations	1,181,660	1,125,490	56,170
426	Stormwater Reserve Fund	-	-	-
501	Equipment Replacement Fund	1,875,372	1,664,505	210,867
505	Public Works Facility Fund	1,140,030	1,133,613	6,417
635	Municipal Court Trust	203,500.00	203,500	-
	Total	47,361,130.17	47,822,590.49	(461,460.32)

2025 Budget Amendment No. 4

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

2025					
Fund	Description	Estimated Beginning Cash and Investments	Budgeted Revenues	Budgeted Expenditures	Projected Ending Cash and Investments
001	Current Expense Fund	4,731,292	15,582,432	14,999,570	5,314,154
002	Fire Reserve Fund	595,252	272,776		868,028
003	Special Projects Fund	1,094,573	-	801,913	292,660
101	Parks & Facilities Fund	100,260	4,820,268	4,788,831	131,697
102	Cemetery Fund	88,170	227,500	232,748	82,922
103	Street Fund	428,469	1,195,483	1,196,667	427,285
104	Arterial Street Fund	102,298	6,477,978	6,511,877	68,399
105	Library Fund	371,251	440,131	474,917	336,465
106	Cemetery Endowment Fund	54,506	1,500	10,000	46,006
108	Lodging Tax Fund	79,038	60,000	55,500	83,538
109	Special Investigation Fund	23,050	1,000	1,000	23,050
112	Code Enforcement Fund	128,987	-	11,000	117,987
114	Law Enforcement Sales Tax	-	800,000	800,000	-
115	Strategic Reserve	201,651	-	-	201,651
116	Affordable Housing	31,028	14,000	6,200	38,828
117	Housing and Related Services	678,435	275,000	261,800	691,635
118	National Opioid Settlement	98,678	5,000	22,000	81,678
189	American Rescue Plan Act	-	-	-	-
205	2008 G/O Bond Fund	130,241	148,000	150,800	127,441
206	G/O Bond 2008 Reserve Fund	150,000	-	-	150,000
301	1st 1/4% Real Estate Excise Tax Fund	993,625	305,000	481,064	817,561
302	2nd 1/4% Real Estate Excise Tax Fund	1,019,956	305,000	751,064	573,892
303	Building Maintenance Reserve	73,651	2,200	-	75,851
304	Transportation Benefit District	358,295	225,000	235,845	347,450
310	Police Mitigation Reserve Fund	248,257	12,000	-	260,257
311	Parks Impact Fee Reserve Fund	638,320	215,000	524,000	329,320
312	Fire Impact Fee Reserve Fund	371,221	45,000	-	416,221
314	Transportation Impact Fee Reserve Fund	697,086	145,000	473,555	368,531
401	Sewer Operations Fund	6,036,723	5,823,400	5,733,758	6,126,365
410	Sewer Capital Projects Fund	4,408,954	1,213,900	748,093	4,874,761
412	Solid Waste Operations Fund	1,003,343	4,222,000	4,423,280	802,063
413	Solid Waste Reserve Fund	889,876	126,000	-	1,015,876
425	Stormwater Operations Fund	1,212,966	1,181,660	1,125,490	1,269,136
426	Stormwater Reserve Fund	70,733	-	-	70,733
501	Equipment Replacement Fund	2,209,415	1,875,372	1,664,505	2,420,282
505	Public Works Facility Fund	59,526	1,140,030	1,133,613	65,942
635	Municipal Court Trust	14,601	203,500	203,500	14,601
	Total	29,393,725.68	47,361,130	47,822,590	28,932,265

2025				
Fund	Description	Budgeted Revenues	Budgeted Expenditures	Excess (Deficit)
001	Current Expense Fund	15,582,432	14,999,570	582,862
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105	Library Fund	440,131	474,917	(34,786)
106	Cemetery Endowment Fund	1,500	10,000	(8,500)
108	Lodging Tax Fund	60,000	55,500	4,500
109	Special Investigation Fund	1,000	1,000	-
112	Code Enforcement Fund	-	11,000	(11,000)
114	Law Enforcement Sales Tax	800,000	800,000	-
115	Strategic Reserve	-	-	-
116	Affordable Housing	14,000	6,200	7,800
117	Housing and Related Services	275,000	261,800	13,200
118	National Opioid Settlement	5,000	22,000	(17,000)
189	American Rescue Plan Act	-	-	-
205	2008 G/O Bond Fund	148,000	150,800	(2,800)
206	G/O Bond 2008 Reserve Fund	-	-	-
301	1st 1/4% Real Estate Excise Tax Fund	305,000	481,064	(176,064)
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	751,064	(446,064)
303	Building Maintenance Reserve	2,200	-	2,200
304	Transportation Benefit District	225,000	235,845	(10,845)
310	Police Mitigation Reserve Fund	12,000	-	12,000
311	Parks Impact Fee Reserve Fund	215,000	524,000	(309,000)
312	Fire Impact Fee Reserve Fund	45,000	-	45,000
314	Transportation Impact Fee Reserve Fund	145,000	473,555	(328,555)
401	Sewer Operations Fund	5,823,400	5,733,758	89,642
410	Sewer Capital Projects Fund	1,213,900	748,093	465,807
412	Solid Waste Operations Fund	4,222,000	4,423,280	(201,280)
413	Solid Waste Reserve Fund	126,000	-	126,000
425	Stormwater Operations Fund	1,181,660	1,125,490	56,170
426	Stormwater Reserve Fund	-	-	-
501	Equipment Replacement Fund	1,875,372	1,664,505	210,867
505	Public Works Facility Fund	1,140,030	1,133,613	6,417
635	Municipal Court Trust	203,500.00	203,500	-
	Total	47,361,130.17	47,822,590.49	(461,460.32)

2025 Budget Amendment No. 4 Changes

Summarize changes from the 2025 Budget Amendment No. to the 2025 Budget Amendment No. 4

Fund	Description	Revenues			Expenditures			Notes
		Current Budget - Amendment 3	Budget Amendment No. 4	Difference	Current Budget - Amendment 3	Budget Amendment No. 4	Difference	
001	Current Expense Fund	15,582,432	15,582,432	-	14,999,570	14,999,570	-	
002	Fire Reserve Fund	272,776	272,776	-	-	-	-	
003	Special Projects Fund	-	-	-	801,913	801,913	-	
101	Parks & Facilities Fund	4,820,268	4,820,268	-	4,788,831	4,788,831	-	
102	Cemetery Fund	227,500	227,500	-	232,748	232,748	-	
103	Street Fund	1,195,483	1,195,483	-	1,196,667	1,196,667	-	
104	Arterial Street Fund	6,477,978	6,477,978	-	6,511,877	6,511,877	-	
105	Library Fund	440,131	440,131	-	440,131	474,917	34,786	Interlocal agreement outlines payment. Library levy \$0.2445 x city assessed value \$1,939,120,914 / \$1,000 = \$474,115 - debt service \$352,917 = \$121,198
106	Cemetery Endowment Fund	1,500	1,500	-	10,000	10,000	-	
108	Lodging Tax Fund	60,000	60,000	-	55,500	55,500	-	
109	Special Investigation Fund	1,000	1,000	-	1,000	1,000	-	
112	Code Enforcement Fund	-	-	-	-	11,000	11,000	Property clean up
114	Law Enforcement Sales Tax	800,000	800,000	-	800,000	800,000	-	
115	Strategic Reserve	-	-	-	-	-	-	
116	Affordable Housing	14,000	14,000	-	6,200	6,200	-	
117	Housing and Related Services	275,000	275,000	-	261,800	261,800	-	
118	National Opioid Settlement	5,000	5,000	-	22,000	22,000	-	
189	American Rescue Plan Act	-	-	-	-	-	-	
205	2008 G/O Bond Fund	148,000	148,000	-	150,800	150,800	-	
206	G/O Bond 2008 Reserve Fund	-	-	-	-	-	-	
301	1st 1/4% Real Estate Excise Tax Fund	305,000	305,000	-	481,064	481,064	-	
302	2nd 1/4% Real Estate Excise Tax Fund	305,000	305,000	-	751,064	751,064	-	
303	Building Maintenance Reserve	2,200	2,200	-	-	-	-	
304	Transportation Benefit District	225,000	225,000	-	235,845	235,845	-	
310	Police Mitigation Reserve Fund	12,000	12,000	-	-	-	-	
311	Parks Impact Fee Reserve Fund	215,000	215,000	-	524,000	524,000	-	
312	Fire Impact Fee Reserve Fund	45,000	45,000	-	-	-	-	
314	Transportation Impact Fee Reserve Fund	145,000	145,000	-	473,555	473,555	-	
401	Sewer Operations Fund	5,823,400	5,823,400	-	5,733,758	5,733,758	-	
410	Sewer Capital Projects Fund	1,213,900	1,213,900	-	748,093	748,093	-	

412	Solid Waste Operations Fund	4,222,000	4,222,000	-	4,423,280	4,423,280	-	
413	Solid Waste Reserve Fund	126,000	126,000	-	-	-	-	
425	Stormwater Operations Fund	1,181,660	1,181,660	-	1,047,990	1,125,490	77,500	Original, \$7,500, increased to \$85,000 due to the stormwater management plan update being done by Gray Osbourne.
426	Stormwater Reserve Fund	-	-	-	-	-	-	
501	Equipment Replacement Fund	1,875,372	1,875,372	-	1,364,505	1,664,505	300,000	Police purchase 3 new vehicles each year.
505	Public Works Facility Fund	1,140,030	1,140,030	-	1,133,613	1,133,613	-	
635	Municipal Court Trust	203,500	203,500	-	203,500	203,500	-	
	Total	47,361,130	47,361,130	-	47,399,304	47,822,590	423,286	

2025 PROPOSED BUDGET CHANGES

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105 Library Fund

Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
572 Libraries					
572 20 41 105 Library Joint Operation Services	87,214.00	122,000.00	34,786.00	139.9%	Interlocal agreement outlines payment. Library levy \$0.2445 x city assessed value \$1,939,120,914 / \$1,000 = \$474,115 - debt service \$352,917 = \$121,198
040 Services & Charges	87,214.00	122,000.00	34,786.00	139.9%	
572 Libraries	87,214.00	122,000.00	34,786.00	139.9%	
Fund Expenditures:	87,214.00	122,000.00	34,786.00	139.9%	
Fund Excess/(Deficit):	(87,214.00)	(122,000.00)			

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112 Code Enforcement Fund				
Revenues	Original	Proposed	Difference	Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Original	Proposed	Difference	Remarks
515 Legal Services				
524 60 30 000 Enforcement Of Codes And Regulation	0.00	11,000.00	11,000.00	0.0%
515 Legal Services	0.00	11,000.00	11,000.00	0.0%
Fund Expenditures:	0.00	11,000.00	11,000.00	0.0%
Fund Excess/(Deficit):	0.00	(11,000.00)		

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425 Stormwater Operations					
Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
531 Storm Water Services					
531 50 41 000 Professional Services	7,500.00	85,000.00	77,500.00	*****%	Original, \$7,500, increased to \$85,000 due to the stormwater management plan update being done by Gray Osbourne.
040 Goods & Services	7,500.00	85,000.00	77,500.00	*****%	
531 Storm Water Services	7,500.00	85,000.00	77,500.00	*****%	
Fund Expenditures:	7,500.00	85,000.00	77,500.00	*****%	
Fund Excess/(Deficit):	(7,500.00)	(85,000.00)			

2025 PROPOSED BUDGET CHANGES

501 Equipment Replacement Fund					
Revenues	Original	Proposed	Difference		Remarks
Fund Revenues:	0.00	0.00	0.00	0.0%	
Expenditures	Original	Proposed	Difference		Remarks
594 Capital Expenditures					
594 21 64 501 Equip & Vehicles - Police	0.00	300,000.00	300,000.00	0.0%	Police purchase 3 new vehicles each year.
900 Capital Expenditures	0.00	300,000.00	300,000.00	0.0%	
594 Capital Expenditures	0.00	300,000.00	300,000.00	0.0%	
Fund Expenditures:	0.00	300,000.00	300,000.00	0.0%	
Fund Excess/(Deficit):	0.00	(300,000.00)			

2025 PROPOSED BUDGET CHANGES

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Fund	Revenues				Expenditures			
	Original	Proposed	Difference		Original	Proposed	Difference	
001 Current Expense Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
102 Cemetery Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
103 Street Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
104 Arterial Street Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
105 Library Fund	0.00	0.00	0.00	0.0%	87,214.00	122,000.00	34,786.00	139.9%
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	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	11,000.00	11,000.00	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	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	0.00	0.00	0.0%
117 Housing and Related Services	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	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%	0.00	0.00	0.00	0.0%
302 2nd 1/4% Real Estate Excise Tax Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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%	0.00	0.00	0.00	0.0%
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%	0.00	0.00	0.00	0.0%
401 Sewer Operations Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	0.00	0.00	0.00	0.0%	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%	0.00	0.00	0.00	0.0%
413 Solid Waste Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
425 Stormwater Operations	0.00	0.00	0.00	0.0%	7,500.00	85,000.00	77,500.00	*****%
426 Stormwater Reserve Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%

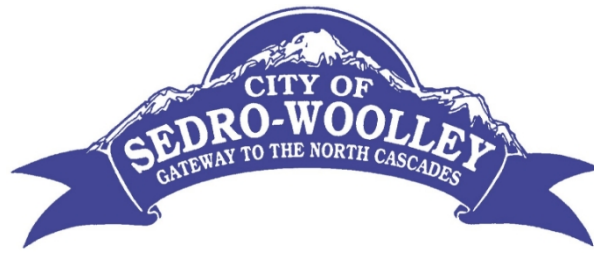
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Fund	Revenues				Expenditures			
	Original	Proposed	Difference		Original	Proposed	Difference	
501 Equipment Replacement Fund	0.00	0.00	0.00	0.0%	0.00	300,000.00	300,000.00	0.0%
505 Public Works Facility Fund	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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):	0.00	0.00	0.00	0.0%	94,714.00	518,000.00	423,286.00	546.9%



City Council Agenda Item

Agenda Item No.: 1.1.

Date: December 17, 2025

From: Thomas Glover, Community Development Director

Subject: Ordinance 2083-25 - Amending SWMC Chapter 17.100 Accessory Dwelling Units

RECOMMENDED ACTION:

Motion to amend Sedro-Woolley Municipal Code 17.100 Accessory Dwelling Units to allow no more than two accessory dwelling units (ADU) per lot in all zones where sing-family homes are permitted.

BACKGROUND/SUMMARY INFORMATION:

The State Legislature passed House Bill No. 1337 in 2023 which requires that all cities planning under the Growth Management Act, such as the City of Sedro-Woolley, amend their municipal codes to allow no more than two Accessory Dwelling Units (ADU) per lot in all zones where single-family homes are permitted. At present, the only residential zone that does not allow ADUs is the R-15 zone. Approving amendments as shown in the attached ordinance will bring the City into compliance with the requirements of HB-1337.

HB 1337 also prohibits cities from applying certain limitations on ADU size, prohibits cities from requiring owner occupancy, and provides additional direction regarding design, dimension, setbacks, and parking standards for ADUs. These changes are intended to assist cities in expanding housing options by easing barriers to the construction and use of ADUs.

Cities fully planning under the GMA are required to be in compliance with HB 1337 within 6 months of completion of the periodic Comprehensive Plan update. The City of Sedro-Woolley's period update is due in June of 2025.

The current draft of Ordinance 2083-24 (**Attachment 1**) includes comments provided by the Department of Commerce in its review of the amendments. Approving amendments as shown in the attached ordinance will bring the City into compliance with the requirements of HB 1337.

A first reading of Ordinance 2083-24 at City Council was held on Nov. 13, 2024. No action was taken at that time.

Next, a public hearing, and a second reading, was held on Dec. 11, 2024. A motion was made by Councilmember Henderson and seconded by Councilmember Diamond to bring back the amendments to Chapter 17.100 Accessory Dwelling Units (ADU's) SWMC, Ordinance 2083-24 for a third reading, with

a target date of February 26, 2025. Motion carried (7-0).

Shortly thereafter, work on the Comprehensive Plan update moved up in priority as draft versions of the plan began to be available for review by the Planning Commission and Council. The third reading of the ordinance was postponed until a draft of the Comprehensive Plan was at, or near, completion. In the meantime, the deadline for compliance with HB 1337 was extended to align with the extended deadline for completing the draft plan. The plan is now ready for the formal 60-day review. Staff now brings this ordinance back to Council for final consideration and adoption.

FISCAL IMPACT, IF APPROPRIATE:

None identified at this time.

ATTACHMENTS:

1. Ordinance 2083-24 (Draft 4) Amending Ch 17.100 SWMC Accessory Dwelling Units (ADUs)
TG NT
2. HB 1337 ADUs

ORDINANCE NO. 2083-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING
CHAPTER 17.100 “ACCESSORY DWELLING UNITS (ADUs)” OF THE SEDRO-
WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, HB 1337, codified in RCW 36.70A.680-681, places limitations on local regulation of ADUs; and

WHEREAS, cities planning under the Growth Management Act must amend their codes to be in compliance with HB 1337 within 6 months of their periodic update; and

WHEREAS, the Legislature updated the 6-month requirement in 2025. Cities must now complete their code amendments simultaneous to the adoption of the periodic update; and

WHEREAS, HB 1337 requires cities to permit at least two ADUs per lot in all zones where single family homes are permitted, prohibits certain limitations on ADU size, prohibits cities from requiring owner occupancy, and provides additional direction regarding design, dimensional, setback, and parking standards; and

WHEREAS, the Sedro-Woolley Planning Department is nearing the completion of the 2025 Comprehensive Plan Update cycle; and,

WHEREAS, because the City will not meet the deadline for its periodic update, State law will apply in Sedro-Woolley;

WHEREAS, the Planning Department recommends that the City Council consider a code amendment to SWMC Chapter 17.100 in order to bring it into compliance with HB 1337; and

WHEREAS, the current code related to R-15 zoning unlawfully prohibits ADUs; and

WHEREAS, additional work on Codes related to ADUs will be considered during the development regulations update process.

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

Section One. Chapter 17.100 “Accessory Dwelling Units (ADUs)” of the Sedro-Woolley Municipal Code, last modified by Ord. 2043-23 § 1 (Exh. A) in 2023, is hereby amended to read as follows:

Sections:

17.100.010 Purpose and intent.

17.100.020 Permit required.

17.100.030 Standards and criteria.

Section 17.100.010 Purpose and intent.

The purpose of an accessory dwelling unit (ADU) is to:

- A. Add affordable units to existing housing and make housing units available to moderate-income residents who might otherwise have difficulty finding homes within the city.
- B. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship and/or security.
- C. Protect neighborhood stability, property values and the single-family residential appearance of the neighborhood by ensuring that accessory dwelling units are installed under the conditions of this title.

Section 17.100.020 Permit required.

A development authorization application is required for all accessory dwelling units. Application for an ADU shall be made in accordance with the permit procedures established in Chapter [2.90](#). The director shall have the authority to approve accessory dwelling units (ADUs) which are consistent with the regulations and provisions herein.

Section 17.100.030 Standards and criteria.

Accessory dwelling units shall meet the following criteria:

- A. Accessory dwelling units are subject to the codes, regulations, and statutes adopted by reference in Chapter [15.04](#). The design and size of the accessory dwelling unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this title, the director or a designee may recommend modifications that will meet the intent of these codes. Such modifications shall be processed as a variance under this title.
- B. ADUs are permitted on lots in all zones that allow single family residences. The lot must meet minimum lot size requirements for the principal residence and may not contain more than one primary dwelling unit.
- C. Not more than two ADUs shall be permitted per lot.
- D. An accessory dwelling unit may be attached or detached from the principal unit.
- E. An accessory dwelling unit may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or by a combination of the following methods:

- 1. Alteration of interior space of the dwelling; or

2. Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
3. Addition of attached living area onto an existing dwelling; or
4. Construction of a detached living area.

F. The maximum size of an accessory dwelling shall not exceed one thousand square feet. The maximum height of an ADU shall not exceed twenty-four feet; except the height of a structure containing an ADU over a garage (carriage house) may be increased to match the existing roof pitch of the primary residence, not to exceed thirty-five feet. If the height limitation on the primary residence is less than twenty-four feet, the maximum height of the ADU shall not exceed that limitation.

G. The minimum size of an accessory dwelling unit shall not be less than two hundred five square feet.

H. The accessory dwelling unit may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley.

I. The accessory dwelling unit must have a separate entrance from the primary unit.

J. The ADU shall be billed as a unit for monthly city utility billing purposes. Utilities between the primary dwelling unit and the ADU may be shared and may require upgrades to be in compliance with utility regulations. In all cases, the utility service shut-offs must be accessible to occupants of both units.

K. On lots equal to or smaller than 6,000 square feet, one off-street parking space is required per ADU, in addition to the off-street parking spaces required for the principal residence, before any zero lot line subdivisions (as applicable) or lot splits. On lots greater than 6,000 square feet, two off-street parking spaces are required per ADU, in addition to the off-street parking spaces required for the principal residence, before any zero lot line subdivisions (as applicable) or lot splits. Off-street parking is not required for an ADU if the lot is located within one-half mile walking distance of a major transit stop, as defined in RCW 36.70A.030(25). Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley. Parking shall be developed in accordance with the standards in Chapter [17.36](#).

L. Spec homes may be constructed with an associated ADU, if in compliance with this Chapter.

M. Recreational vehicles or temporary housing shall not be utilized as an accessory dwelling unit.

N. The accessory and principal dwelling unit shall comply with all applicable requirements of the International Residential Code and zoning ordinance as adopted or amended by the city.

O. A permit for an accessory dwelling unit shall not be transferable to any lot other than the lot described in the application.

P. ADUs shall comply with the same design guidelines as the primary dwelling. The planning director may approve alternate design of detached ADUs if the proposed building meets the design standards for residential buildings in a planned residential development. This clause is intended to allow for ADU designs that are aesthetically interesting but may not resemble the architecture of the primary dwelling. There are many off-the-shelf ADU designs that provide a high level of aesthetic interest, but may not be similar to the primary dwelling.

Q. The address of the ADU(s) shall be the same as the main house with an “A” added to the end of the address number for the first ADU and a “B” added to the end of the address number for a second ADU. The address of the primary residence shall remain the same.

R. Short-term rentals are not permitted on properties with an accessory dwelling unit.

Section Two. Chapter 17.16.010 “Use Restrictions” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

Section 17.16.010 Use Restrictions.

Use restrictions in the R-15 zone shall be as follows:

A. Permitted Uses.

1. Multifamily residential uses up to eight units per building or up to twelve units per building if the building is three stories and the units are evenly distributed between the three floors;
2. One single-family residence per lot;
3. Low intensity agriculture;
4. Home occupations in compliance with Chapter [17.68](#);
5. Group homes;
6. Dependent relative cottages;
7. Professional offices;
8. Child day care centers meeting state requirements;
9. Planned residential developments;
10. Adult or family day care facilities meeting state requirements.
11. Accessory Dwelling Units (ADUs) in compliance with Chapter 17.100

Section Three. Section 2.90.100 “Submittal Requirements – Specific to Application Type” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

Section 2.90.100(B) Land Use Permit Submittal Requirements.

The Land Use Table in Section 2.90.100(B) is amended to delete reference to Accessory Dwelling Units.

Section Four. Section 17.04.030 “Definitions” of the Sedro-Woolley Municipal Code, is hereby amended to read as follows:

1. “Accessory dwelling unit” (ADU) means a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable. There are two types of ADUs: Attached accessory dwelling units located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable.
2. Detached accessory dwelling units that consist partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit, as applicable, and is on the same property.

“Dwelling unit” means a residential living unit that provides complete independent living facilities for one or more persons and that include permanent provisions for living, sleeping, eating, cooking, and sanitation, excluding recreational vehicles, trailers, boats, prisons, and medical care facilities.

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

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

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

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

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1337

Chapter 334, Laws of 2023

(partial veto)

68th Legislature
2023 Regular Session

GROWTH MANAGEMENT ACT—ACCESSORY DWELLING UNITS—URBAN GROWTH AREAS

EFFECTIVE DATE: July 23, 2023

Passed by the House April 14, 2023
Yeas 85 Nays 11

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 6, 2023
Yeas 39 Nays 7

DENNY HECK

President of the Senate

Approved May 8, 2023 1:13 PM with the
exception of section 5, which is
vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the
House of Representatives of the
State of Washington, do hereby
certify that the attached is
ENGROSSED HOUSE BILL 1337 as passed
by the House of Representatives and
the Senate on the dates hereon set
forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2023

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 1337

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Representatives Gregerson, Barkis, Berry, Christian, Duerr, Fitzgibbon, Taylor, Ramel, Reeves, Simmons, Walen, Graham, Bateman, Reed, Lekanoff, Doglio, Tharinger, Cortes, Macri, and Stonier

Read first time 01/16/23. Referred to Committee on Housing.

1 AN ACT Relating to expanding housing options by easing barriers
2 to the construction and use of accessory dwelling units; amending RCW
3 36.70A.696, 43.21C.495, and 36.70A.280; adding new sections to
4 chapter 36.70A RCW; adding a new section to chapter 64.34 RCW; adding
5 a new section to chapter 64.32 RCW; adding a new section to chapter
6 64.38 RCW; adding a new section to chapter 64.90 RCW; creating a new
7 section; and repealing RCW 35.63.210, 35A.63.230, 36.70A.400,
8 36.70.677, and 43.63A.215.

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

10 NEW SECTION. **Sec. 1.** (1) The legislature makes the following
11 findings:

12 (a) Washington state is experiencing a housing affordability
13 crisis. Many communities across the state are in need of more housing
14 for renters across the income spectrum.

15 (b) Many cities dedicate the majority of residentially zoned land
16 to single detached houses that are increasingly financially out of
17 reach for many households. Due to their smaller size, accessory
18 dwelling units can provide a more affordable housing option in those
19 single-family zones.

20 (c) Localities can start to correct for historic economic and
21 racial exclusion in single-family zones by opening up these

1 neighborhoods to more diverse housing types, including accessory
2 dwelling units, that provide lower cost homes. Increasing housing
3 options in expensive, high-opportunity neighborhoods will give more
4 families access to schools, parks, and other public amenities
5 otherwise accessible to only the wealthy.

6 (d) Accessory dwelling units are frequently rented below market
7 rate, providing additional affordable housing options for renters.

8 (e) Accessory dwelling units can also help to provide housing for
9 very low-income households. More than 10 percent of accessory
10 dwelling units in some areas are occupied by tenants who pay no rent
11 at all; among these tenants are grandparents, adult children, family
12 members with disabilities, friends going through life transitions,
13 and community members in need. Accessory dwelling units meet the
14 needs of these people who might otherwise require subsidized housing
15 space and resources.

16 (f) Accessory dwelling units can meet the needs of Washington's
17 growing senior population, making it possible for this population to
18 age in their communities by offering senior-friendly housing, which
19 prioritizes physical accessibility, in walkable communities near
20 amenities essential to successful aging in place, including transit
21 and grocery stores, without requiring costly renovations of existing
22 housing stock.

23 (g) Homeowners who add an accessory dwelling unit may benefit
24 from added income and an increased sense of security.

25 (h) Accessory dwelling units provide environmental benefits. On
26 average they are more energy efficient than single detached houses,
27 and they incentivize adaptive reuse of existing homes and materials.

28 (i) Siting accessory dwelling units near transit hubs, employment
29 centers, and public amenities can help to reduce greenhouse gas
30 emissions by increasing walkability, shortening household commutes,
31 and curtailing sprawl.

32 (2) The legislature intends to promote and encourage the creation
33 of accessory dwelling units as a means to address the need for
34 additional affordable housing options.

35 **Sec. 2.** RCW 36.70A.696 and 2021 c 306 s 2 are each amended to
36 read as follows:

37 The definitions in this section apply throughout RCW 36.70A.697
38 ~~((and))~~, 36.70A.698, and sections 3 and 4 of this act unless the
39 context clearly requires otherwise.

1 (1) "Accessory dwelling unit" means a dwelling unit located on
2 the same lot as a single-family housing unit, duplex, triplex,
3 townhome, or other housing unit.

4 (2) "Attached accessory dwelling unit" means an accessory
5 dwelling unit located within or attached to a single-family housing
6 unit, duplex, triplex, townhome, or other housing unit.

7 (3) "City" means any city, code city, and town located in a
8 county planning under RCW 36.70A.040.

9 (4) "County" means any county planning under RCW 36.70A.040.

10 (5) "Detached accessory dwelling unit" means an accessory
11 dwelling unit that consists partly or entirely of a building that is
12 separate and detached from a single-family housing unit, duplex,
13 triplex, townhome, or other housing unit and is on the same property.

14 (6) "Dwelling unit" means a residential living unit that provides
15 complete independent living facilities for one or more persons and
16 that includes permanent provisions for living, sleeping, eating,
17 cooking, and sanitation.

18 (7) "Gross floor area" means the interior habitable area of a
19 dwelling unit including basements and attics but not including a
20 garage or accessory structure.

21 (8) "Major transit stop" means:

22 (a) A stop on a high capacity transportation system funded or
23 expanded under the provisions of chapter 81.104 RCW;

24 (b) Commuter rail stops;

25 (c) Stops on rail or fixed guideway systems, including
26 transitways;

27 (d) Stops on bus rapid transit routes or routes that run on high
28 occupancy vehicle lanes; or

29 (e) Stops for a bus or other transit mode providing actual fixed
30 route service at intervals of at least fifteen minutes for at least
31 five hours during the peak hours of operation on weekdays.

32 ~~((+8))~~ (9) "Owner" means any person who has at least 50 percent
33 ownership in a property on which an accessory dwelling unit is
34 located.

35 ~~((+9))~~ (10) "Principal unit" means the single-family housing
36 unit, duplex, triplex, townhome, or other housing unit located on the
37 same lot as an accessory dwelling unit.

38 (11) "Short-term rental" means a lodging use, that is not a hotel
39 or motel or bed and breakfast, in which a dwelling unit, or portion

1 thereof, is offered or provided to a guest by a short-term rental
2 operator for a fee for fewer than 30 consecutive nights.

3 NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A
4 RCW to read as follows:

5 (1)(a) Cities and counties planning under this chapter must adopt
6 or amend by ordinance, and incorporate into their development
7 regulations, zoning regulations, and other official controls the
8 requirements of this section and of section 4 of this act, to take
9 effect six months after the jurisdiction's next periodic
10 comprehensive plan update required under RCW 36.70A.130.

11 (b) In any city or county that has not adopted or amended
12 ordinances, regulations, or other official controls as required under
13 this section, the requirements of this section and section 4 of this
14 act supersede, preempt, and invalidate any conflicting local
15 development regulations.

16 (2) Ordinances, development regulations, and other official
17 controls adopted or amended pursuant to this section and section 4 of
18 this act must only apply in the portions of towns, cities, and
19 counties that are within urban growth areas designated under this
20 chapter.

21 (3) Any action taken by a city or county to comply with the
22 requirements of this section or section 4 of this act is not subject
23 to legal challenge under this chapter or chapter 43.21C RCW.

24 (4) Nothing in this section or section 4 of this act requires or
25 authorizes a city or county to authorize the construction of an
26 accessory dwelling unit in a location where development is restricted
27 under other laws, rules, or ordinances as a result of physical
28 proximity to on-site sewage system infrastructure, critical areas, or
29 other unsuitable physical characteristics of a property.

30 (5) Nothing in this section or in section 4 of this act prohibits
31 a city or county from:

32 (a) Restricting the use of accessory dwelling units for short-
33 term rentals;

34 (b) Applying public health, safety, building code, and
35 environmental permitting requirements to an accessory dwelling unit
36 that would be applicable to the principal unit, including regulations
37 to protect ground and surface waters from on-site wastewater;

38 (c) Applying generally applicable development regulations to the
39 construction of an accessory unit, except when the application of

1 such regulations would be contrary to this section or to section 4 of
2 this act;

3 (d) Prohibiting the construction of accessory dwelling units on
4 lots that are not connected to or served by public sewers; or

5 (e) Prohibiting or restricting the construction of accessory
6 dwelling units in residential zones with a density of one dwelling
7 unit per acre or less that are within areas designated as wetlands,
8 fish and wildlife habitats, flood plains, or geologically hazardous
9 areas.

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

12 (1) In addition to ordinances, development regulations, and other
13 official controls adopted or amended to comply with this section and
14 section 3 of this act, a city or county must comply with all of the
15 following policies:

16 (a) The city or county may not assess impact fees on the
17 construction of accessory dwelling units that are greater than 50
18 percent of the impact fees that would be imposed on the principal
19 unit;

20 (b) The city or county may not require the owner of a lot on
21 which there is an accessory dwelling unit to reside in or occupy the
22 accessory dwelling unit or another housing unit on the same lot;

23 (c) The city or county must allow at least two accessory dwelling
24 units on all lots that are located in all zoning districts within an
25 urban growth area that allow for single-family homes in the following
26 configurations:

27 (i) One attached accessory dwelling unit and one detached
28 accessory dwelling unit;

29 (ii) Two attached accessory dwelling units; or

30 (iii) Two detached accessory dwelling units, which may be
31 comprised of either one or two detached structures;

32 (d) The city or county must permit accessory dwelling units in
33 structures detached from the principal unit;

34 (e) The city or county must allow an accessory dwelling unit on
35 any lot that meets the minimum lot size required for the principal
36 unit;

37 (f) The city or county may not establish a maximum gross floor
38 area requirement for accessory dwelling units that is less than 1,000
39 square feet;

1 (g) The city or county may not establish roof height limits on an
2 accessory dwelling unit of less than 24 feet, unless the height
3 limitation that applies to the principal unit is less than 24 feet,
4 in which case a city or county may not impose roof height limitation
5 on accessory dwelling units that is less than the height limitation
6 that applies to the principal unit;

7 (h) A city or county may not impose setback requirements, yard
8 coverage limits, tree retention mandates, restrictions on entry door
9 locations, aesthetic requirements, or requirements for design review
10 for accessory dwelling units that are more restrictive than those for
11 principal units;

12 (i) A city or county must allow detached accessory dwelling units
13 to be sited at a lot line if the lot line abuts a public alley,
14 unless the city or county routinely plows snow on the public alley;

15 (j) A city or county must allow accessory dwelling units to be
16 converted from existing structures, including but not limited to
17 detached garages, even if they violate current code requirements for
18 setbacks or lot coverage;

19 (k) A city or county may not prohibit the sale or other
20 conveyance of a condominium unit independently of a principal unit
21 solely on the grounds that the condominium unit was originally built
22 as an accessory dwelling unit; and

23 (l) A city or county may not require public street improvements
24 as a condition of permitting accessory dwelling units.

25 (2)(a) A city or county subject to the requirements of this
26 section may not:

27 (i) Require off-street parking as a condition of permitting
28 development of accessory dwelling units within one-half mile walking
29 distance of a major transit stop;

30 (ii) Require more than one off-street parking space per unit as a
31 condition of permitting development of accessory dwelling units on
32 lots smaller than 6,000 square feet before any zero lot line
33 subdivisions or lot splits; and

34 (iii) Require more than two off-street parking spaces per unit as
35 a condition of permitting development of accessory dwelling units on
36 lots greater than 6,000 square feet before any zero lot line
37 subdivisions or lot splits.

38 (b) The provisions of (a) of this subsection do not apply:

39 (i) If a local government submits to the department an empirical
40 study prepared by a credentialed transportation or land use planning

expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or

(ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

(3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.

(4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of the effective date of this section, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).

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

To encourage the use of accessory dwelling units for long-term housing, cities and counties may adopt ordinances, development regulations, and other official controls which waive or defer fees, including impact fees, defer the payment of taxes, or waive specific regulations. Cities and counties may only offer such reduced or deferred fees, deferred taxes, waivers, or other incentives for the development or construction of accessory dwelling units if:

- (1) The units are located within an urban growth area; and*
- (2) The units are subject to a program adopted by the city or county with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose for this authorization.*

**Sec. 5 was vetoed. See message at end of chapter.*

Sec. 6. RCW 43.21C.495 and 2022 c 246 s 3 are each amended to read as follows:

1 (1) Adoption of ordinances, development regulations and
2 amendments to such regulations, and other nonproject actions taken by
3 a city to implement: The actions specified in section 2, chapter 246,
4 Laws of 2022 unless the adoption of such ordinances, development
5 regulations and amendments to such regulations, or other nonproject
6 actions has a probable significant adverse impact on fish habitat;
7 and the increased residential building capacity actions identified in
8 RCW 36.70A.600(1), with the exception of the action specified in RCW
9 36.70A.600(1)(f), are not subject to administrative or judicial
10 appeals under this chapter.

11 (2) Adoption of ordinances, development regulations and
12 amendments to such regulations, and other nonproject actions taken by
13 a city or county consistent with the requirements of sections 3 and 4
14 of this act are not subject to administrative or judicial appeals
15 under this chapter.

16 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
17 read as follows:

18 (1) The growth management hearings board shall hear and determine
19 only those petitions alleging either:

20 (a) That, except as provided otherwise by this subsection, a
21 state agency, county, or city planning under this chapter is not in
22 compliance with the requirements of this chapter, chapter 90.58 RCW
23 as it relates to the adoption of shoreline master programs or
24 amendments thereto, or chapter 43.21C RCW as it relates to plans,
25 development regulations, or amendments, adopted under RCW 36.70A.040
26 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
27 to hear petitions alleging noncompliance ~~((with RCW 36.70A.5801))~~
28 based on a city or county's actions taken to implement the
29 requirements of sections 3 and 4 of this act within an urban growth
30 area;

31 (b) That the ~~((twenty-))~~ 20-year growth management planning
32 population projections adopted by the office of financial management
33 pursuant to RCW 43.62.035 should be adjusted;

34 (c) That the approval of a work plan adopted under RCW
35 36.70A.735(1)(a) is not in compliance with the requirements of the
36 program established under RCW 36.70A.710;

37 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
38 regionally applicable and cannot be adopted, wholly or partially, by
39 another jurisdiction; or

1 (e) That a department certification under RCW 36.70A.735(1)(c) is
2 erroneous.

3 (2) A petition may be filed only by: (a) The state, or a county
4 or city that plans under this chapter; (b) a person who has
5 participated orally or in writing before the county or city regarding
6 the matter on which a review is being requested; (c) a person who is
7 certified by the governor within (~~sixty~~) 60 days of filing the
8 request with the board; or (d) a person qualified pursuant to RCW
9 34.05.530.

10 (3) For purposes of this section "person" means any individual,
11 partnership, corporation, association, state agency, governmental
12 subdivision or unit thereof, or public or private organization or
13 entity of any character.

14 (4) To establish participation standing under subsection (2)(b)
15 of this section, a person must show that his or her participation
16 before the county or city was reasonably related to the person's
17 issue as presented to the board.

18 (5) When considering a possible adjustment to a growth management
19 planning population projection prepared by the office of financial
20 management, the board shall consider the implications of any such
21 adjustment to the population forecast for the entire state.

22 The rationale for any adjustment that is adopted by the board
23 must be documented and filed with the office of financial management
24 within ten working days after adoption.

25 If adjusted by the board, a county growth management planning
26 population projection shall only be used for the planning purposes
27 set forth in this chapter and shall be known as the "board adjusted
28 population projection." None of these changes shall affect the
29 official state and county population forecasts prepared by the office
30 of financial management, which shall continue to be used for state
31 budget and planning purposes.

32 NEW SECTION. **Sec. 8.** A new section is added to chapter 36.70A
33 RCW to read as follows:

34 (1) By December 31, 2023, the department must revise its
35 recommendations for encouraging accessory dwelling units to include
36 the provisions of sections 3 and 4 of this act.

37 (2) During each comprehensive plan review required by RCW
38 36.70A.130, the department must review local government comprehensive
39 plans and development regulations for compliance with sections 3 and

1 4 of this act and the department's recommendations under subsection
2 (1) of this section.

3 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.34
4 RCW to read as follows:

5 (1) Except a declaration created to protect public health and
6 safety, and ground and surface waters from on-site wastewater, a
7 declaration created after the effective date of this section and
8 applicable to a property located within an urban growth area may not
9 impose any restriction or prohibition on the construction,
10 development, or use on a lot of an accessory dwelling unit that the
11 city or county in which the urban growth area is located would be
12 prohibited from imposing under section 4 of this act.

13 (2) For the purposes of this section, "urban growth area" has the
14 same meaning as in RCW 36.70A.030.

15 (3) A city or county issuing a permit for the construction of an
16 accessory dwelling unit may not be held civilly liable on the basis
17 that the construction of the accessory dwelling unit would violate a
18 restrictive covenant or deed restriction.

19 NEW SECTION. **Sec. 10.** A new section is added to chapter 64.32
20 RCW to read as follows:

21 (1) Except a declaration created to protect public health and
22 safety, and ground and surface waters from on-site wastewater, a
23 declaration created after the effective date of this section and
24 applicable to a property located within an urban growth area may not
25 impose any restriction or prohibition on the construction,
26 development, or use on a lot of an accessory dwelling unit that the
27 city or county in which the urban growth area is located would be
28 prohibited from imposing under section 4 of this act.

29 (2) For the purposes of this section, "urban growth area" has the
30 same meaning as in RCW 36.70A.030.

31 (3) A city or county issuing a permit for the construction of an
32 accessory dwelling unit may not be held civilly liable on the basis
33 that the construction of the accessory dwelling unit would violate a
34 restrictive covenant or deed restriction.

35 NEW SECTION. **Sec. 11.** A new section is added to chapter 64.38
36 RCW to read as follows:

(1) Except governing documents of associations created to protect public health and safety, and ground and surface waters from on-site wastewater, governing documents of associations created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 12.** A new section is added to chapter 64.90 RCW to read as follows:

(1) Except declarations and governing documents of common interest communities created to protect public health and safety, and ground and surface waters from on-site wastewater, declarations and governing documents of common interest communities created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 13.** The following acts or parts of acts are each repealed:

(1) RCW 35.63.210 (Accessory apartments) and 1993 c 478 s 8;

(2) RCW 35A.63.230 (Accessory apartments) and 1993 c 478 s 9;

(3) RCW 36.70A.400 (Accessory apartments) and 1993 c 478 s 11;

1 (4) RCW 36.70.677 (Accessory apartments) and 1993 c 478 s 10; and
2 (5) RCW 43.63A.215 (Accessory apartments—Development and
3 placement—Local governments) and 1993 c 478 s 7.

Passed by the House April 14, 2023.

Passed by the Senate April 6, 2023.

Approved by the Governor May 8, 2023, with the exception of certain items that were vetoed.

Filed in Office of Secretary of State May 10, 2023.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Section 5, Engrossed House Bill No. 1337 entitled:

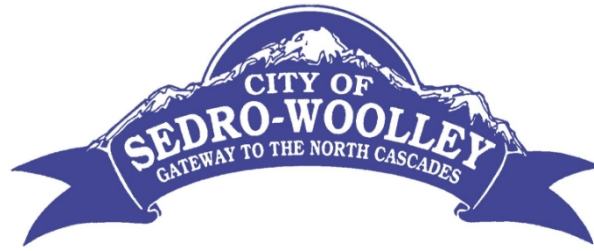
"AN ACT Relating to expanding housing options by easing barriers to the construction and use of accessory dwelling units."

Section 5 of the bill gives local governments authority to waive or defer fees, defer payment of taxes, or waive other regulations for the development of accessory dwelling units (ADUs) if specified conditions are met. The specified conditions are that the ADU must be located within an urban growth area, and the ADU must be subject to a locally adopted covenant program ensuring that the ADU will be primarily utilized for long-term housing. Current law allows local governments to waive fees, taxes, and to establish various incentives for the construction of ADUs without requiring the creation of a local covenant program. The administrative costs necessary to administer a new covenant program for ADUs may cause some cities to discontinue current incentive programs.

For these reasons I have vetoed Section 5 of Engrossed House Bill No. 1337.

With the exception of Section 5, Engrossed House Bill No. 1337 is approved."

--- END ---



City Council Agenda Item

Agenda Item No.: m.1.

Date: December 17, 2025

From: Bill Bullock, Public Works Director

Subject: Funding Acceptance - Department of Ecology - WWTP Facility Plan

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to execute the funding contract with the Department of Ecology (DOE) for a State Revolving Fund (SRF) loan accepting an award of \$500,000 for the WWTP Facility Plan (Engineering Report).

BACKGROUND/SUMMARY INFORMATION:

DOE has awarded the City \$500,000 to fund the Facility Plan for the WWTP Upgrade project. The facility Plan is the first step in the design process and is a detailed investigation into the feasibility of various improvement options and technologies that results in a preferred recommendation to develop the full design scope of work. The second step is the in-depth design of the upgrade improvements.

The City selected and hired the design firm RH2 in July 2024 to begin developing this report. RH2 has completed approximately 50% of the required elements of the report with a target completion date of April 2026. This funding contract with DOE is retroactive to eligible costs as of July 1, 2024, which will cover the bulk of RH2's expenses to date.

FISCAL IMPACT, IF APPROPRIATE:

The funding package (**WQC-2026-SeWoPW-00382**) from DOE is a \$ 500,000 loan. The loan is a 20 year term with 2% interest. No match required.

ATTACHMENTS:

1. SeWoPW-000382_final_draft

Agreement No. WQC-2026-SeWoPW-00382

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SEDRO-WOOLLEY PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Sedro-Woolley Public Works, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Engineering Report for Wastewater Treatment Plant Improvements
Total Cost:	\$500,000.00
Total Eligible Cost:	\$500,000.00
Ecology Share:	\$500,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Skagit River through the planning of wastewater treatment plant improvements in the City of Sedro-Woolley, Skagit County. This project increases capacity and improves the plant’s reliability and redundancy by replacing or rehabilitating aging facility components.

Project Long Description:

This project improves water quality in the Skagit River through the planning of wastewater treatment plant improvements in the City of Sedro-Woolley (City), Skagit County. This project increases capacity and improves the plant’s reliability and redundancy by replacing or rehabilitating aging facility components.

The current City-owned and operated wastewater treatment plant (WWTP) uses an activated sludge system consisting of a single oxidation ditch and two secondary clarifiers. The concrete structures for the oxidation ditch and original secondary clarifier were built in the mid-1970s. A second secondary clarifier was constructed in 1994. The current solids handling system uses a gravity belt thickener, aerobic digesters, and a belt press to produce Class B biosolids that are hauled to Eastern Washington for land application.

Agreement No: WQC-2026-SeWoPW-00382
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Improvements to the current WWTP are needed to address several challenges. The current system lacks redundancy in concrete tankage and was not designed to provide denitrification. In addition, many system components are near the end of their useful life. The City has adapted operation to achieve denitrification which limits the rated capacity of the oxidation ditch system and limits flexibility. The existing solids handling system struggles to consistently meet the required vector attraction reduction for Class B biosolids and the dewatering and loadout system is challenged with producing sufficiently dry sludge for hauling offsite.

Additionally, the potential flood risk from the nearby Skagit River is a significant concern for the WWTP site. High groundwater from flooding previously damaged the structure of the original secondary clarifier, which led to construction of secondary clarifier number 2 in 1994. In 2021, a flood reached within 3 feet of the finished grade of the WWTP.

This project will complete an Engineering Report per WAC 173-240-060 to analyze major alternatives and recommend improvements. Improvements such as implementation of the most current activated sludge treatment techniques to maximize facility capacity relative to footprint, reduce energy consumption, and increase nutrient removal will be considered. Improvements to solids handling will be considered to increase capacity, improve the biosolids quality, reduce energy consumption and labor, and provide additional flexibility in disposal options. Future flood levels, as well as flood frequency, will be considered.

Overall Goal:

The overall goal is to complete an Engineering Report to per WAC 173-240-060 to analyze major alternatives and recommend improvements to increase capacity and improve the plant's reliability and redundancy by replacing or rehabilitating aging facility components, to support future growth, and to adapt to new regulations or other challenges.

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RECIPIENT INFORMATION

Organization Name: City of Sedro-Woolley Public Works

Federal Tax ID: 91-6001361
UEI Number: VKS6F5L95885

Mailing Address: 325 Metcalf
Sedro-Woolley, WA 98284

Physical Address: 325 Metcalf

Organization Email: bbullock@sedro-woolley.gov
Organization Fax: (360) 855-0733

Contacts

Project Manager	Peter Lane City Engineer 325 Metcalf Sedro-Woolley, Washington 98284 Email: plane@sedro-woolley.gov Phone: (360) 855-9933
Billing Contact	Peter Lane City Engineer 325 Metcalf Sedro-Woolley, Washington 98284 Email: plane@sedro-woolley.gov Phone: (360) 855-9933
Authorized Signatory	William Bullock Public Works Director 325 Metcalf Sedro-Woolley, Washington 98284 Email: bbullock@sedro-woolley.gov Phone: (360) 855-9933

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sue Cook PO Box 330316 Shoreline, Washington 98133-9716 Email: SUEC461@ecy.wa.gov Phone: (425) 758-7776
Financial Manager	Bri Castilleja PO Box 47600 Olympia, Washington 98504-7600 Email: bcas461@ecy.wa.gov Phone: (564) 233-9994
Technical Advisor	Tonya Lane PO Box 330316 Shoreline, Washington 98133-9716 Email: tlan461@ecy.wa.gov Phone: (206) 594-0152

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SCOPE OF WORK

Task Number: 1 **Task Cost:** \$15,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

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SCOPE OF WORK

Task Number: 2 **Task Cost: \$485,000.00**

Task Title: Planning

Task Description:

A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will prepare and submit an engineering report in accordance with the requirements of WAC 173-240 for approval by Ecology. The engineering report will fully evaluate the alternatives for improvements to the WWTP. The engineering report will identify the cost-effective alternative as the preferred alternative.

C. The RECIPIENT will prepare a Cost-Effectiveness Analysis for the project alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98.

D. The RECIPIENT will provide a State Environmental Review Process (SERP) Environmental Information Document (EID) to ECOLOGY as a deliverable to assist with ECOLOGY's environmental review process.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Planning

Deliverables

Number	Description	Due Date
2.1	Executed contracts for professional services and documentation of the RECIPIENT's process for procuring professional services and	
2.2	Copies of the final approved planning document	
2.3	Submit SERP EID	

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BUDGET

Funding Distribution EL260354

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Loan (State)
Funding Type: Loan
Funding Effective Date: 07/01/2024 Funding Expiration Date: 06/30/2027
Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2% Interest Rate: 1.5% Admin Charge: 0.5%

Terms: 20 years

Project Start Date: 07/01/2024 Project Completion Date: 06/30/2027

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number:

SRF Loan (State)	Task Total
Grant and Loan Administration	\$ 15,000.00
Planning	\$ 485,000.00

Total: \$ 500,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan (State)	0.00 %	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Total		\$ 0.00	\$ 500,000.00	\$ 500,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)2.00

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of

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solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment

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of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the

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news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at

<http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages.

Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this

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agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal

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requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in

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paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

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J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall

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take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the

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loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.
5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.
If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State

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agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the

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loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

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1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

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Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges. Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

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CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

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106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according

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to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures.

RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

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e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>.

RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

Agreement No: WQC-2026-SeWoPW-00382

Project Title: Engineering Report for Wastewater Treatment Plant Improvements

Recipient Name: City of Sedro-Woolley Public Works

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the

Agreement No: WQC-2026-SeWoPW-00382
Project Title: Engineering Report for Wastewater Treatment Plant Improvements
Recipient Name: City of Sedro-Woolley Public Works

funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

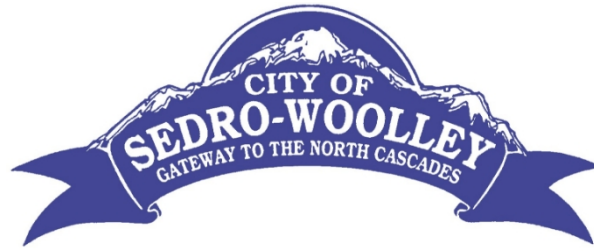
29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



City Council Agenda Item

Agenda Item No.: n.1.

Date: December 17, 2025

From: Charlie Bush, City Administrator

Subject: Economic Development Action Strategy Annual Update

RECOMMENDED ACTION:

N/A

BACKGROUND/SUMMARY INFORMATION:

This annual report is an item listed in the action items for the current set of Council goals.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. Economic Development Action Plan Annual Update 2025

Sedro-Woolley Economic Development Action Plan

*Items are underway

+Items are completed

City Actions

Priority #1: Provide business-friendly permitting

- Establish an electronic permitting system by the end of 2025* - staff are working on the implementation of a system for 2026. The system was expanded over a year ago to provide better customer access and tracking. We will consider replacing it with an improved/better system in 2027.
- By the end of 2025, evaluate fees – this will be accomplished after the Comprehensive Plan is adopted next year.
- By the end of 2025, establish permitting benchmarks for commercial permits and track progress – this effort is tied to the new permitting software listed above.
- Invest in Planning & Building staffing through the 2025-26 budget process to better support business permitting+ – the City added an Assistant Planner and a separate intern position, as well as provides training to staff and networking opportunities with colleagues from other cities.
- By the end of 2026, invest in Lean/Six Sigma process improvement processes to increase permitting system efficiency – we are focused on training staff in Lean in 2026
- By the end of 2025, improve the City’s Code to allow for more efficient and simplified permit processes, including more up-front design review – this work will be done after the Comprehensive Plan is adopted

Priority #1: Support housing development to provide a larger local workforce and to further support local retail

- Evaluate the housing types needed to have the largest benefit on the Sedro-Woolley economy through the 2023-25 Comprehensive Plan Update* - this is underway
- By the end of 2026, implement strategies and incentives to support the housing types desired – this is underway

Priority #2: Focus on public Downtown Improvements

- Parklets – consider code changes by the end of 2024+ - the Council eliminated Parklets as an option in 2024
- Community Development Grant Program – completed by the end of 2024+ - the program is complete
 - Painting
 - Support updates to key buildings (ex. Woolley Market)
- Potential New/Refurbished Public Infrastructure – complete by the end of 2028* - the City is developing a small works project list that can address many of these smaller scale projects. Others will need to be planned more formally in the 2027-2028 budget
 - Sidewalks*

- AED signs
- Murals*
- Planters
- More trash cans downtown (on Metcalf) with better designs
- Alleys
- Lighting
 - Street lights recently painted+
 - Extend the system on in the Central Business District
- Address Parking – consider parking regulations
 - Correct discontinuities within CBD for consistent rules

Priority #2: Improve the State Route 20 and State Route 9 Corridors

- Improve the appearance of roundabouts (center islands)– by the end of 2026* - the City’s Arts Commission is doing extensive work on this topic
- Improve directional signage – by the end of 2026*. This project has received some internal discussion and is probably better suited for the 2027-2028 budget timeframe.
- Develop an archway to cover the railroad trestle and point tourists to Downtown – by the end of 2026*. This project fits into a similar category to the project above.

Priority #2: Engage in creative placemaking – support the creation of experiences and places that are unique for visitors to and residents of Sedro-Woolley

- Support public art with the support of the Arts Commission – by the end of 2026* - the Arts Commission is actively discussing public arts projects
- Evaluate streetscapes and landscaping – by the end of 2027 – work to be budgeted for 2027
- Continue to invest in trails and parks and continue to prioritize projects that connect and eliminate gaps – ongoing, we are currently doing this with the Cascade Trail Phase 2A, 2B, and the Jones/John Liner corridor projects, and the Paving Program
- Create a more dog-friendly city - evaluate dog park expansion and the development of additional dog parks – by the end of 2028 – there is some discussion of a dog park going into Olmsted Park
- Possible food truck pads at our parks (especially Olmsted and Memorial) – by the end of 2028 – this will require more some additional planning and policy work, likely in 2027 or 2028

Priority #2: Do further work with economic development partners to provide additional help and technical assistance for online commerce and other technical business support services

- Offer resources and referrals to partners from within the Planning & Building Department – by the end of 2025 – this work will come after the Comprehensive Plan is in place

Priority #2: Support infill commercial and housing development

- Evaluate options/opportunities and identify barriers during the 2024-2025 Comprehensive Plan update*
 - Focus on site readiness and removing obstacles* – some of this, from a policy perspective is being accomplished with the Comprehensive Plan

Priority #2: Continue to partner regionally to benefit the regional economy, which will benefit the Sedro-Woolley Economy

- Use the 2024-25 Comprehensive Plan Update to become clearer on what industry clusters the City wants to recruit and grow to help diversify its economy* - this is occurring

Priority #2: Continue to Partner with the Port of Skagit and Skagit County on the Continued Redevelopment of the SWIFT Center

- Develop Olmsted Park – by the end of 2026 with first phases in 2024* - only one phase of Olmsted will remain after 2025 construction.

Priority #2: Support Enhanced Tourism

- Enhance the parks and trails map – by the end of 2026+ - the City now has a map
- Develop marketing videos – by the end of 2024+ - new marketing videos are on the City's website and on YouTube. The full-length video has 31,000 views.
- Leverage lodging tax funding to fuel more tourism* - a new hotel in town is fueling additional revenues that will be used to promote more tourism. The City doubled its hotel/motel revenue over 2024.

Priority #2: Citywide Public Infrastructure Development

- Repair sidewalks – ongoing* - there are several small projects on the small projects list. There is also money budgeted to do a small program of improvements in 2026.
- Continue to fund and build projects to support growth. Review impact fees and project funding to make sure there is financial support for the planned projects. – ongoing* - the City will do this as it approaches new projects.
- Plant beautiful trees that don't heave sidewalks+ - there is a development requirement for root barriers on new trees within 5 feet of sidewalks
 - Refine standards to employ strategies that prevent future infrastructure damage caused by roots

City Collaboration

Priority #2: Focus on public Downtown Improvements

- Festival/Event Improvements – complete by the end of 2027 – this project will need to be budgeted in 2027
 - Wiring for festivals
 - Lights for festivals – consider lights hanging across Metcalf
- Develop a Downtown concert venue – this project will require more conversation
- Partner with BNSF on public use of their right of way (ex. mobile art walk) – by the end of 2025* - the City is heavily engaged with BNSF on various projects and will need to approach BNSF in 2026 or 2027 to work more on this topic. (example: Centennial Trail extension)

Priority #2: Improve the State Route 20 and State Route 9 Corridors

- Improve the appearance of fencing* – City staff have been in conversation with Sedron Industries regarding improvement of the fence at Skagit Industrial Park. This is a challenging project because the City cannot compel private property owners, in most cases, to improve fencing.
- Partner with the new owners of Skagit Industrial Park, Sedron Industries, to leverage Sedron's investment in the park to accent and benefit Downtown Sedro-Woolley and the State Route 20/9 corridor – by the end of 2025* - this is a slow-moving effort that will require more time.
 - Improve the State Route 20/9 appearance of the park
 - Explore improved connectivity of the park to the rest of the City
 - Evaluate Downtown improvements that may compliment the park and elements of the park that may be able to complement Downtown and the State Route 20/9 corridor
- Work to get Ferry Street properties improved on the entry to Downtown from Highway 9, perhaps some funds could be used for environmental studies, as needed, in this area – by the end of 2028, a corridor plan for the streetscape might be an option

Priority #2: Improve the Cleanliness and Visual Appearance of Commercial Areas, including Downtown

- Invest in additional Public Works staff or partnerships to enhance the cleanliness of commercial areas in Sedro-Woolley – by the end of 2026 – this will become a 2027/2028 budget discussion.

Priority #2: Engage in creative placemaking – support the creation of experiences and places that are unique for visitors to and residents of Sedro-Woolley

- Develop small parks – ex. the lot by Tricky Busiu could be used for a park and parking if received from BNSF – by the end of 2026* - this project is better on a 2027/2028 timeline. The Public Works Department is coming off of a busy summer construction season but should have more capacity in future years.
- Capitalize on small-town Americana strengths by supporting and promoting experiences and services that people want* - this is an ongoing intention.
- Focus on making Sedro-Woolley more fun and interesting* - this is also an ongoing intention
- Gateway/Basecamp to the North Cascades.
- Need an entry sign where Ferry Street breaks away from Hwy 20, near the old train.

Priority #2: Do further work with economic development partners to provide additional help and technical assistance for online commerce and other technical business support services

- Partner with the Chamber to promote shopping local and to celebrate local businesses, especially manufacturing and retail – by the end of 2026* - no update other than supporting ongoing Chamber events.
- Partner with organizations like RAIN Catalysts, the Small Business Development Center, the Center for Inclusive Entrepreneurship, and the Economic Development Alliance of Skagit County (EDASC) to provide services for Sedro-Woolley businesses. Consider providing space to one or several from which to deliver services more locally here. – by the end of 2026 – the City's real estate space is limited. A more creative solution is needed if this is to become a reality.

Priority #2: Continue to partner regionally to benefit the regional economy, which will benefit the Sedro-Woolley Economy

- Leverage collective strengths in Skagit Valley – possible focus on food. Leverage valley value-added agriculture as the theme – by the end of 2026 – the City continue to support regional and local tourism through hotel/motel funding and direct participation in partnerships like the Skagit Tourism Bureau

Priority #2: Continue to Partner with the Port of Skagit and Skagit County on the Continued Redevelopment of the SWIFT Center

- Support business incubator space at the SWIFT Center, particularly the NWIRC proposal – ongoing+ - NWIRC is up and running
- Destination music in the park in the shorter term could be a benefit to the community – by the end of 2025+ - the Port implemented Music in the Park in 2025.
- Support the theme of community wellness, recreation, tourism, and hospitality at the SWIFT Center – ongoing*
- Help support the \$45 million needed to renovate SWIFT Center buildings* - ongoing, Mayor Johnson is sitting on the Campaign Team to support renovation of the HUB Building.
- Develop meeting space – ongoing

Priority #2: Support Enhanced Tourism

- Tap into the City's history by working more formally with the Sedro-Woolley Museum and other history-focused organizations – ongoing, develop additional partnerships by the end of 2026* we are working on a potential partnership over a logger memorial
- Promote and develop sports tournaments and events through partnerships – by the end of 2026 – some of this is being led by the Skagit Tourism Bureau and other efforts are falling into the hotel/motel category
- Cultivate and sustain a more open and welcoming atmosphere – ongoing*
- Become the Basecamp of the North Cascades, leveraging outdoor recreation* – ongoing
 - Partner with the North Cascades Institute, North Cascades National Park, the Pacific Northwest Trail Association, local wilderness guides, and other recreation-based organizations and businesses
- Work with hotel operators to consider developing in Sedro-Woolley – by the end of 2028* - the City has one new hotel and are on the lookout for additional opportunities
 - Evaluate vacation policies related to vacation rentals if hotel development does not materialize
- Evaluate cycling infrastructure and services, recruit a bike shop and other key services – by the end of 2028 – some of this is occurring through the Comprehensive Plan Update

Suggestions for Other Agencies

Priority #3: Workforce Development – all items are ongoing

- Encourage Sedro-Woolley School District and EDASC to develop a Sedro-Woolley Workforce Development Action Team
- Evaluate opportunities for youth to get into apprenticeships, build partnerships with schools
- Work with the Port to evaluate possible education uses of SWIFT Center
- Help Sedro-Woolley School District connect students with businesses

- Work with Job Corps and Skagit Valley College
- Engage CTE programs (career technical education)
- Have more of a trades-focus locally