

Topic: Sedro-Woolley City Council Meeting

Join Zoom Meeting

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Meeting ID: 917 8685 0179

Passcode: 091845

OR One tap mobile

+12532158782,,91786850179#,,,,*091845# US (Tacoma)

+16699006833,,91786850179#,,,,*091845# US (San Jose)

OR Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

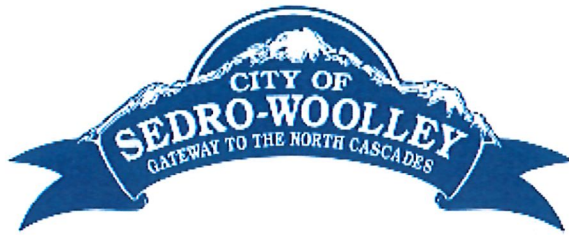
+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



Next Ord: 1981-21
Next Res: 1067-21

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO
ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO
LIVE, WORK AND PLAY

**AMENDED
CITY COUNCIL AGENDA**

April 14, 2021

6:00 PM Via Zoom

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**.....8-55
 - 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 from Previous Meeting (Including April 7, 2021 Study Session)
 - 2. Finance
 - Claim Checks #195046 to #195156 plus EFT's in the amount of \$790,268.34
 - Payroll Checks #60329 to #60343 plus EFT's in the amount of \$426,914.24
 - 3. Fire Station 1 Quarters Re-Roofing Project - 2021-PW-19
 - 4. Alteration Request - Helping Hands Food Bank
- f. **Introduction of Special Guests and Presentations**
 - 1. Helping Hands Food Bank Update with Executive Director Rebecca Skrinde
 - 2. Skagit First Step Center Presentation with City of Burlington Mayor Steve Sexton
- g. **Staff Reports**
- h. **Councilmember and Mayor's Reports**
- i. Proclamation(s) *(none scheduled as of the date of this agenda)*
- j. **Public Comments**.....56
 - The public comment period will be closed. However, you may provide written questions or comments via email, or by letter.*
- k. Public Hearing(s) *(none scheduled as of the date of this agenda)*
- l. **Unfinished Business**
 - 1. Interlocal Agreement with City of Burlington for Burlington Shelter Project.....57-62
 - 2. Final Plat approval of Phase 1 of the Plat of Brickyard Park (Resolution 1066-21).63-94
 - 3. ADA Transition Plan (2nd reading/Adoption)95-191
 - 4. Purchase and Sale Agreement: Reed Street Property.....(Late Materials)

m. New Business

1. Possible BNSF Agreement - Phase 1 Funding Agreement - Jones Road/John Liner Road Connector (*1st reading - action requested*).....192-221

n. Information Only Items

1. Fire Department Monthly Incident Data – March 2021.....222
2. Public Works Director Authority Record.....223-225
3. Report of Contracts approved under SWMC 2.104.060.....226-227

o. Good of the Order

- p.** Executive Session (*none scheduled as of the date of this agenda*)

q. Adjournment

There may be an Executive Session during or following the meeting.

Next Meeting(s)

April 28, 2021

Council Meeting

6:00 PM

**Council Chambers
Via Zoom**

**COMMITTEE ASSIGNMENTS
2021**

Public Safety	Chuck Owen, Chair JoEllen Kesti Karl de Jong <i>Staff liaison: Chief Tucker & Chief Klinger</i>
Utilities	JoEllen Kesti, Chair Glenn Allen Kevin Loy <i>Staff liaison: Mark Freiburger</i>
Finance, Personnel & Risk Management	Chair Chuck Owen Brendan McGoffin <i>Staff liaison: Doug Merriman</i>
Parks & Recreation	Glenn Allen, Chair Kevin Loy Brendan McGoffin <i>Staff liaison: Nathan Salseina</i>
Planning	Brendan McGoffin, Chair Chuck Owen <i>Staff liaison: John Coleman</i>
Business Development	Karl de Jong, Chair Glenn Allen <i>Staff liaison: Doug Merriman</i>
Technology	Kevin Loy, Chair JoEllen Kesti Karl de Jong <i>Staff liaison: Bill Chambers</i>
Mayor Pro-tem	JoEllen Kesti

COUNCIL COMMITTEE ASSIGNMENTS

II. Council Committees

A. Annually, at the first meeting of the year, the Mayor shall appoint two councilmembers and a council chairperson to each standing committee of the Council, subject to confirmation by the city council.

B. Standing Committees

1. **Public Safety:** To consider issues and make recommendations to the full Council related to the police department, fire department, municipal court and public policies relevant to those departments.

2. **Utilities:** To consider issues and make recommendations to the full Council related to the City's sewer, storm water and solid waste utilities including operational policies, rates and related policies.

3. **Finance, Personnel & Risk Management:** To consider issues and make recommendations to the full Council related to financial management policies, financial reports and personnel issues including personnel policies.

4. **Parks & Recreation:** To consider issues and make recommendations to the full Council related to the parks department and the provisioning of parks and recreation programming in the City.

5. **Business Development:** To consider issues and make recommendations to the full Council related to the attraction of new businesses and the retention of existing businesses within the City.

6. **Planning:** To consider issues and make recommendations to the full Council related to long-term planning and growth in the City.

7. **Technology:** To consider issues and make recommendations to the full Council related to long-term planning for technology in the City.

C. The Role of City Council Committees

1. City Council Committees are intended to enhance communication between the Legislative Branch and the Executive Branch at the early phase of the development of significant items affecting public policy questions.

2. These Committees will enable City administration to obtain early feedback from representative members of the City Council on issues affecting public policy prior to their presentation, as necessary, to the full City Council.

3. City Council Committee members develop and maintain a deeper level of knowledge on matters of a technical nature which might affect public policy in order to increase the positive exchange of information and discussions between City Council members, City staff, and the public.
4. When appropriate, items may be considered by a City Council Committee before a final recommendation from the appropriate City Board or Commission (i.e., Planning Commission, Parks Board).
5. City Council Committees do not replace the City Council as final decision makers on behalf of the full City Council. Council Committees make no staff direction on administrative matters, specific assignments, or work tasks. If Committee members seek additional information from an outside party or consultant resulting in additional cost to the City, approval to incur such cost must be approved by the full City Council.
6. Any discussion or feedback expressed or received at a Committee meeting should not be construed or understood to be a decision by or for the City Council. Further, any recommendation the Committee may make to the City Council is based on information possessed by the Committee at the time the recommendation is made and may be revised or amended upon receipt by the Committee of additional or newer information.

D. Operational Guidelines and Functional Structure

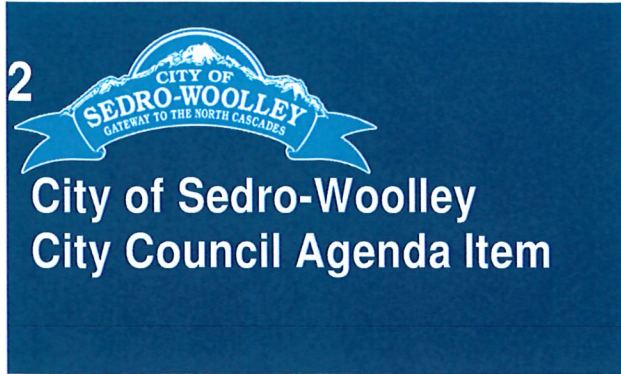
1. City Council Committees consist of three Council members one of whom is the committee chair. The Mayor may attend and participate in all Committee meetings.
2. No member of the City Council may serve on more than three Committees.
3. Council Committees will meet at least quarterly.
4. Council Committees have no delegated authority from the City Council and shall not take testimony from the public.
5. The Staff Liaison will coordinate with the Mayor and City Supervisor on the preparation of the agenda to determine whether items will be presented to a Committee or placed on the Council's regular agenda to be considered by the full City Council. Any item may be referred to the full Council by the Committee considering that item.
6. The full City Council by majority vote may refer any item on its agenda to an appropriate Committee for further review and recommendation.
7. Committee meetings are intended to allow regular attendance by City Council Committee members, as well as the Staff Liaison, staff, the Mayor and the City Supervisor, as necessary. In order to prevent inadvertent violations of the Open Public Meetings Act, attendance by non-member Council members that will result in a quorum of the full City Council is prohibited.

8. The regular Council meeting agenda shall include an opportunity for Committee reports at which time any appointed Committee member may report to the Mayor and City Council on pertinent and timely issues before a Committee.

E. City Liaison Role

1. The City Supervisor serves as an advisor to each City Council Committee; however, each Committee has an identified staff liaison at the Director-level. The responsibilities of the Staff Liaison are as follows:

- a. Attend all meetings of the City Council Committee.
- b. Research information and prepare reports and correspondence as required for the Committee.
- c. Provide administrative support to the Committee, including distribution of documents to the Committee as required.
- d. Coordinate with the Committee chair to prepare agendas.
- e. Schedule meetings.
- f. Prepare Committee minutes within one week of the meeting and submit to the City Clerk for posting and distribution to the full City Council.
- g. Serve as the communication link between the Committee and City administration, City departments, and Council as appropriate.



Agenda Item No. a-e

Date: April 14, 2021

Subject: Call to Order; Pledge of Allegiance; Roll Call;
Approval of Agenda; Consent Agenda;

TO: Mayor and City Council

FROM: Doug Merriman, City Supervisor

- a. CALL TO ORDER - The Mayor will call the April 14, 2021 Meeting to Order
- b. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
- c. ROLL CALL - The Recorder will note those in attendance and those absent.
 - ____ Ward 1 Councilmember Brendan McGoffin
 - ____ Ward 2 Councilmember JoEllen Kesti
 - ____ Ward 3 Councilmember Sarah Diamond
 - ____ Ward 4 Councilmember Glenn Allen
 - ____ Ward 5 Councilmember Chuck Owen
 - ____ Ward 6 Councilmember Karl de Jong
 - ____ At-Large Councilmember Kevin Loy
- d. APPROVAL OF AGENDA
- e. CONSENT AGENDA - Mayor will ask for Council approval of Consent Agenda items.

APR 14 2021

CITY OF SEDRO-WOOLLEY

:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 2-4

Regular Meeting of the City Council
March 24th, 2021– 6:00 P.M. – Via ZOOM

Call to Order

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Julia Johnson, Councilmembers: Brenda Kinzer, JoEllen Kesti, Glenn Allen, Brendan McGoffin, Kevin Loy, Karl de Jong, and Chuck Owen.
Staff: Public Works Director Mark Freiburger, Police Chief Lin Tucker, IT Director Bill Chambers, Assistant Fire Chief Frank Wagner, IT Specialist Glen Gardner, City Supervisor/Finance Director Doug Merriman, Finance Manager Jill Scott, Planning Director John Coleman, City Attorney Nikki Thompson, and Recorder Trina Wolf. Special Guests: Officer Katie Wilson, Officer Maxwell Rosser, Officer Brady Moore, and George Sidhu, General Manager of Skagit PUD.

Approval of Agenda

Councilmember de Jong moved to approve the agenda. Councilmember Kinzer seconded. Motion carried (7-0).

Consent Agenda

1. Minutes from Previous Meeting (Including March 3, 2021 Study Session)
2. Finance
 - Claim Checks #194946 to #195045 plus EFT's in the amount of \$382,419.32
 - Payroll Checks #60318 to #60328 plus EFT's in the amount of \$324,066.07
3. Lease Agreement with Skagit Valley Farm

Councilmember Kinzer moved to approve the consent agenda items 1 thru 3. Councilmember McGoffin seconded. Motion carried (7-0).

Introduction of Special Guests and Presentations

Mayor Johnson swore in three new Police Officers: Brady A. Moore, Maxwell R. Rosser, and Katie P. Wilson.

PUD Annual Update presented by George Sidhu, General Manager of Skagit Public Utility District. This included replacement of 1 of the 2 reservoir water transmission lines from the Judy Reservoir. Once that project is completed, the Sedro-Woolley transmission line will be the next project. Also discussed was the new building project on the Skagit PUD campus, Ecology/Seattle City Light agreement for Water Mitigation for Wells from the Gorge Dam to lower parts of the Skagit River to about Hamilton, and the Division Street pump station installation of a micro-hydroelectric systems to offset electrical use. Lastly, the COVID water bills were discussed with the moratorium on the water shut-offs being extended to July 1st.

Mayor Johnson acknowledged Councilmember Brenda Kinzer's years of service from 2014-2021 as both City Council and as Mayor pro tempore in 2017.

Staff Reports

Fire Chief Frank Wagner – Planning stages for 100th year celebration of the Volunteer Assoc. on May 21st. COVID numbers are the lowest they have been. Vaccinations are looking good. Skagit County is # 7 in the state in terms of vaccines.

Police Chief Tucker – Seth Bass is on board and working, just waiting on his academy date. New hire, Rachel Humberg, has already completed the academy and should be on board in May. So we will have 10, maybe 11, new officers by the end of the year, all while locked down for COVID. Thanked council and mayor for helping to get Prop. 1 passed so that could happen.

Planning Director John Coleman – don't have any agenda items for council to review this time. Planning Commission finished up the electronic reader boards regulations throughout the city. Regulations will be recommended and amendments will be presented at the next council meeting. Depart of Ecology updates to the Shoreline Master Program will also be presented. Planning committee met just before this council meeting.

Director of Public Works Mark Freiburger – Presentation later on the ADA Transition plan. Electronic improvements at the WWTP are moving along. Received BNSF draft of the agreement for the under-passing.

IT Director Bill Chambers – RFP for cemetery software has been sent out. Avidex is still 6 weeks out for AV upgrade to council chambers. Met with Tech committee. Working on public surplus listings.

Finance Manager Jill Scott – Researching America Rescue Plan and how it affects Sedro-Woolley. Working on the payment side of iWorQ for permit payments.

City Attorney Nikki Thompson – thanked Councilmember Kinzer for her service.

City Supervisor Doug Merriman – Finance Director position is open once again. The annual report has new formatting requirements from the State Auditors in regard to reporting cash. Employee Policy Manual is being updated since most recent version is 31 years old. Cara Turner, HR Consultant, is helping go over the policy. 2nd project is performance evaluations for staff to help set goals. Also looking at leadership training.

Councilmember and Mayor's Reports

Brenda Kinzer – Planning Council Committee non conform use of regulations has no further action for tonight but might have items come up again at future meetings.

JoEllen Kesti – Thanked Councilmember Brenda Kinzer for her years of service and for her mentorship. Spoke of the vandalism at Northern State Hospital and referenced a 1994 Courier-Times article stating that a plaque was supposed to be placed in honor of the patients buried at the cemetery and asked to have the bronze plaque placed in place of the brick memorial.

Motion made by Councilmember Kesti and seconded by Councilmember Kinzer to replace the big brick wall and add a bronze plaque to the fencing using monies that were designated for the cemetery and if necessary, monies from the Council's discretionary fund. Discussion followed regarding the fencing going up and the cost of the bronze plaque that is being proposed. Motion carried (7-0).

Chuck Owen – don't have much. Just want to wish Councilmember Kinzer well.

Kevin Loy – noted that lots of new trail building is going on at Northern State Hospital grounds. Which means lots of people coming to Sedro-Woolley to hike the trails.

Brendan McGoffin – thanked Councilmember Kinzer for service and wished her the best.

Karl de Jong – acknowledged the increased emphasis patrols the PD has been doing. Thanked Councilmember Kinzer for her leadership.

Glenn Allen – was on the Northern State trails people are still livid about last 4th of July and all of the fireworks. There will be complaints and just want to give you a heads up.

Mayor Johnson –speaking with Pola and Monique at the Chamber about the summer festivals and spoke with Doug Woods about the rodeo and we will have a few events and maybe one or two festivals over the summer. All will depend on what the governor decides to do. Also inviting Burlington Mayor Sexton to come to our next council meeting to go over the Pease Rd Shelter Project and will have proposal for 4/14. Study session for council on 4/7 will be to interview applicants for Ward 3 and swear in a new Councilmember.

Public Comments

7:31 P.M.—open to public comments

7:31 P.M. – closed to public comments

New Business

ADA Transition Plan (1st reading) – Mark Freiburger presented the ADA Self-Evaluation and Transition Plan to remove barriers to accessibility within the city in regards to Building Facilities, Parks, Public Right of Ways as well as programs, services and activities. A slide presentation covered the Self-Evaluation in depth. Discussion followed.

8:00 P.M. Mayor Johnson asked to continue into the 8:30 P.M. hour, no objections stated.

Discussion Item: Protection of Skagit Head Waters- Mayor Johnson received a call from Richard Brocksmith regarding a copper mine in Upper Skagit Watershed. It is located in B.C. in unprotected territory surrounded by protected territory. Mayor stated that she would like the city and city council to send a letter to our officials and the B.C. SW Mines Division in Canada voicing our concerns to the proposed copper mine. Mayor Johnson noted that copper can be very toxic in the water and could be detrimental to our salmon and ecosystem. Councilmember Kinzer asked for resolution stating that we are against the copper mine in all areas of the Skagit River tributaries. Councilmember Loy stated he would support the Mayor writing the letter and allowing the city council sign as well. Discussion followed.

Adjournment

The meeting adjourned at 8:25 P.M.

ATTEST:

APPROVED:

APR 14 2021

6:00 P.M. COUNCIL CHAMBERS
AGENDA NO. e-1

CITY OF SEDRO-WOOLLEY

City Council Study Session
6:00 P.M. April 7th, 2021
Via ZOOM meeting

Call to Order

Mayor Johnson called the council study session to order at 6:00 P.M.

Pledge of Allegiance

Roll Call

Present: Mayor Julia Johnson, Council Members: Glenn Allen, Karl de Jong, JoEllen Kesti, Kevin Loy, Brendan McGoffin, and Chuck Owen. Staff Members: IT Director Bill Chambers, City Supervisor Doug Merriman, and Fire Chief Frank Wagner.

Special Guests/Candidates for Councilmember for Ward 3: Tina Tate, Richard Waits and Sarah Diamond.

Introductions and Interviews

Each candidate was given 3 minutes to make a statement and then the councilmembers took turns asking questions in a round robin format. Tina Tate went first, followed by Richard Waits and finished up with Sarah Diamond.

Executive Session

At 6:35 P.M., Mayor Johnson announced the council meeting was adjourned and council would go into an executive session pursuant to RCW 42.30.110(1)(h) to discuss the qualification of the candidates.

Back to Order

At 6:51 P.M., Mayor Johnson called the meeting back to order and thanked all of the candidates for their time and willingness to serve their community. She then asked if there were any nominations. Councilmember de Jong nominated Richard Waits with no second. Councilmember Kesti nominated Sarah Diamond who was seconded by Councilmember Loy.

A vote was taken and Sarah Diamond was voted in as the new Councilmember for Ward 3 by a vote of 5-1.

Oath of Office

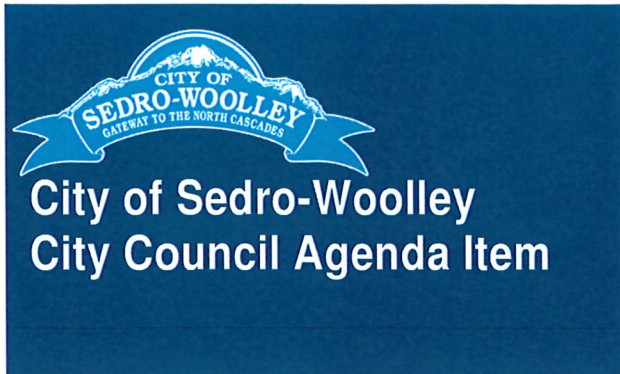
Mayor Johnson administered the Oath of Office and Sarah Diamond was sworn in to the Office of Councilmember, Ward 3.

Adjournment

Study Session was adjourned by Mayor Johnson at 6:56 P.M.

ATTEST:

APPROVED:



Agenda Item No. e-2

Date: April 14, 2021

Subject: Finance - Claims

TO: Mayor and City Council
FROM: Jill Scott, Finance Manager

Attached you will find the Claim Checks register proposed for payment for the period ending April 14, 2021.

Motion to approve Claim Checks #195046 to #195156 plus EFT's in the amount of \$790,268.34.

Motion to approve Payroll Checks #60329 to #60343 plus EFT's in the amount of \$426,914.24.

If you have any comments, questions or concerns, please contact me for information during the working day at 360-855-1661. This will allow me to look up the invoices that are stored in our office.

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:29:04 Date: 03/26/2021

03/26/2021 To: 03/26/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2486	03/26/2021	Claims	2	195046	A-1 Safety Tree Service	10,307.50	
					101 - 576 80 48 006 - Memorial Park	10,307.50	
2487	03/26/2021	Claims	2	195047	Cities Insurance Assoc	2,259.47	
					001 - 521 20 46 000 - Insurance	2,259.47	
2488	03/26/2021	Claims	2	195048	Comcast	64.71	
					001 - 518 80 42 021 - Internet Services	-15.24	
					101 - 576 80 47 020 - Senior Center	79.95	
2489	03/26/2021	Claims	2	195049	Public Utility Dis No1	143.56	
					401 - 535 80 47 000 - Public Utilities	143.56	
2490	03/26/2021	Claims	2	195050	Ricoh USA Inc	492.67	
					001 - 521 20 48 000 - Repairs & Maintenance	492.67	
2491	03/26/2021	Claims	2	195051	Ricoh USA, Inc	461.72	
					001 - 514 23 45 000 - Operating Rentals/Leases	230.86	
					001 - 524 20 31 000 - Off/Oper Supps & Books	76.95	
					001 - 558 60 31 000 - Supplies/Books	76.96	
					001 - 595 10 31 000 - Supplies	76.95	
2492	03/26/2021	Claims	2	195052	Verizon Wireless	4,223.50	
					001 - 511 60 31 000 - Supplies	41.99	
					001 - 513 10 42 020 - Telephone	148.65	
					001 - 514 23 42 020 - Telephone	175.69	
					001 - 518 80 42 020 - Telephone	122.01	
					001 - 521 20 42 020 - Telephone	895.45	
					001 - 521 20 42 020 - Telephone	726.91	
					001 - 521 20 42 020 - Telephone	392.79	
					001 - 522 20 42 020 - Telephone	155.98	
					001 - 524 20 42 020 - Telephone	106.66	
					401 - 535 80 42 030 - Cell Phones	411.39	
					102 - 536 20 42 020 - Telephone	66.65	
					412 - 537 80 42 025 - Cell Phones	293.93	
					103 - 542 30 42 020 - Telephone	192.07	
					001 - 558 60 42 020 - Telephone	82.00	
					101 - 576 80 42 020 - Telephone	285.36	
					001 - 595 10 42 025 - Cell Phones	125.97	
						6,172.72	
						10,672.81	
						66.65	
						192.07	
						554.95	
						293.93	
						17,953.13	Claims: 17,953.13

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:29:04 Date: 03/26/2021

03/26/2021 To: 03/26/2021

Page: 2

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

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:20:30 Date: 04/08/2021

04/14/2021 To: 04/14/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2784	04/14/2021	Claims	2	195053	Rick Severson, dba ATV Signs	97.65	
					401 - 535 50 48 040 - Maintenance Of Vehicles	97.65	
2785	04/14/2021	Claims	2	195054	Aramark Uniform Services	55.96	
					401 - 535 80 49 000 - Laundry	27.98	
					401 - 535 80 49 000 - Laundry	27.98	
2786	04/14/2021	Claims	2	195055	Associated Petroluem Prod, Inc.	6,310.90	
					001 - 518 20 32 000 - Auto Fuel	67.25	
					001 - 521 20 32 000 - Auto Fuel	1,674.57	
					001 - 522 21 32 000 - Auto Fuel/Diesel	1,354.40	
					425 - 531 50 32 000 - Vehicle Fuel	68.00	
					425 - 531 50 32 000 - Vehicle Fuel	86.64	
					425 - 531 50 32 000 - Vehicle Fuel	42.70	
					401 - 535 80 32 000 - Auto Fuel/Diesel	110.72	
					412 - 537 80 32 000 - Auto Fuel/Diesel	188.18	
					412 - 537 80 32 000 - Auto Fuel/Diesel	69.05	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,069.50	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,226.34	
					103 - 542 30 32 000 - Auto Fuel/Diesel	106.85	
					103 - 542 30 32 000 - Auto Fuel/Diesel	94.01	
					103 - 542 30 32 000 - Auto Fuel/Diesel	88.11	
					101 - 576 80 32 000 - Auto Fuel/Diesel	64.58	
2787	04/14/2021	Claims	2	195056	Auble, Jolicoeur & Gentry Inc.	1,900.00	
					101 - 594 76 63 030 - Reed Street Park	1,900.00	
2788	04/14/2021	Claims	2	195057	Berg Vault Company	2,180.00	
					102 - 536 20 34 000 - Liners	2,180.00	
2789	04/14/2021	Claims	2	195058	Bio Bug Northwest, Inc	92.23	
					101 - 576 80 48 005 - Senior Center	92.23	
2790	04/14/2021	Claims	2	195059	Boulder Park Inc	10,948.00	
					401 - 535 80 35 020 - Solids Handling	10,948.00	
2791	04/14/2021	Claims	2	195060	Bound Tree Medical LLC	269.06	
					001 - 522 21 31 000 - Operating Supplies - Medical	65.54	
					001 - 522 21 31 000 - Operating Supplies - Medical	62.11	
					001 - 522 21 31 000 - Operating Supplies - Medical	141.41	
2792	04/14/2021	Claims	2	195061	Brown & Caldwell	1,091.95	
					401 - 594 35 63 000 - Engineering Services	1,091.95	
2793	04/14/2021	Claims	2	195062	Cardinal Health 112 LLC	773.70	
					001 - 522 21 31 000 - Operating Supplies - Medical	773.70	
2794	04/14/2021	Claims	2	195063	Code Publishing LLC	763.50	
					001 - 511 30 34 000 - Code Book	297.90	
					001 - 511 30 34 000 - Code Book	193.74	
					001 - 511 30 34 000 - Code Book	271.86	
2795	04/14/2021	Claims	2	195064	Comcast	389.68	
					001 - 518 80 42 021 - Internet Services	389.68	
2796	04/14/2021	Claims	2	195065	Commercial Fire Protection Inc	337.50	
					001 - 522 50 49 050 - Fire/Theft Protection	168.75	
					101 - 576 80 48 016 - City Hall	168.75	
2797	04/14/2021	Claims	2	195066	CrewSense, LLC	746.10	
					001 - 522 21 31 010 - Office Supplies	746.10	
2798	04/14/2021	Claims	2	195067	Joan Cromley	100.00	
					101 - 589 30 00 101 - Community Center Deposit Ref	100.00	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:20:30 Date: 04/08/2021

04/14/2021 To: 04/14/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2799	04/14/2021	Claims	2	195068	Databar, Inc	2,506.58	
							425 - 531 50 42 010 - Postage 70.26
							401 - 535 80 42 015 - Postage 1,659.28
							412 - 537 80 42 010 - Postage 777.04
2800	04/14/2021	Claims	2	195069	Dwayne Lane's Skagit Ford	306.82	
							001 - 521 20 48 010 - Repair & Maint - Auto 306.82
2801	04/14/2021	Claims	2	195070	E & E Lumber, Inc.	755.81	
							001 - 522 50 48 020 - Repair/Maint-Garage -14.39
							401 - 535 50 48 050 - Maint Of General Equip 38.53
							102 - 536 20 35 000 - Small Tools/Minor Equip 29.14
							102 - 536 20 48 020 - Repair/Maint-Headstones 6.76
							102 - 536 20 48 030 - Repair/Maintenance-Land 121.92
							102 - 536 20 48 030 - Repair/Maintenance-Land 18.54
							102 - 536 20 48 030 - Repair/Maintenance-Land 74.33
							103 - 542 30 31 000 - Operating Supplies 179.67
							103 - 542 30 31 000 - Operating Supplies 15.18
							103 - 542 30 31 000 - Operating Supplies 13.53
							103 - 542 30 31 000 - Operating Supplies 6.23
							103 - 542 30 31 000 - Operating Supplies 11.44
							103 - 542 30 31 020 - Operating Supplies - Herbicide 60.39
							101 - 576 80 31 001 - Operating Sup - Riverfront 41.64
							101 - 576 80 31 001 - Operating Sup - Riverfront 38.20
							101 - 576 80 31 004 - Operating Sup - Comm Center 17.80
							101 - 576 80 31 009 - Operating Sup - Bingham Park 26.54
							101 - 576 80 35 000 - Small Tools & Minor Equip 53.18
							101 - 576 80 48 001 - Riverfront 17.18
2802	04/14/2021	Claims	2	195071	EDASC	1,875.00	
							001 - 558 70 41 000 - EDASC 1,875.00
2803	04/14/2021	Claims	2	195072	ELM Solutions Corp dba	378,732.38	
							401 - 594 35 63 010 - Other Improvements 378,732.38
2804	04/14/2021	Claims	2	195073	Edge Analytical Inc	610.00	
							401 - 535 80 41 000 - Professional Services 149.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 52.00
							401 - 535 80 41 000 - Professional Services 149.00
2805	04/14/2021	Claims	2	195074	Enterprise Office Systems, Inc.	135.85	
							001 - 512 50 31 000 - Supplies 16.74
							001 - 512 50 31 000 - Supplies 70.87
							001 - 514 23 31 000 - Supplies 48.24
2806	04/14/2021	Claims	2	195075	Fastenal Company	345.21	
							412 - 537 80 31 000 - Operating Supplies 212.99
							103 - 542 30 35 010 - Safety Equipment 132.22
2807	04/14/2021	Claims	2	195076	Ferguson US Holdings, Inc	174.28	
							401 - 535 80 31 010 - Operating Supplies 250.22
							101 - 576 80 48 016 - City Hall -75.94
2808	04/14/2021	Claims	2	195077	FirstNET/AT&T Mobility	49.68	
							001 - 518 80 42 020 - Telephone 49.68
2809	04/14/2021	Claims	2	195078	Fremarek, Inc dba	506.70	
							401 - 535 80 31 010 - Operating Supplies 506.70

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2810	04/14/2021	Claims	2	195079	Glen C. Hoff	176.50	
					001 - 512 50 41 000 - Professional Services	100.00	
					001 - 515 93 41 001 - Indigent Defense Conflict Cour	76.50	
2811	04/14/2021	Claims	2	195080	Glenn W. Hutchings, dba	400.00	
					001 - 521 20 41 001 - Professional Services	200.00	
					001 - 521 20 41 001 - Professional Services	200.00	
2812	04/14/2021	Claims	2	195081	HID Cross Match Tech Inc.	1,052.71	
					001 - 594 21 64 000 - Machinery & Equipment	1,052.71	
2813	04/14/2021	Claims	2	195082	HSI Workpl Compliance Solns, Inc.	3,255.00	
					425 - 531 50 41 002 - Contracted Services	500.00	
					401 - 535 50 48 000 - Maintenance Contracts	500.00	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	200.00	
					412 - 537 80 31 000 - Operating Supplies	500.00	
					103 - 542 30 49 010 - Misc-Dues/Subscriptions	500.00	
					101 - 576 80 48 016 - City Hall	500.00	
					101 - 576 80 49 000 - Misc-Tuition/Registration	555.00	
2814	04/14/2021	Claims	2	195083	Hach Company	4,329.16	
					401 - 535 80 41 000 - Professional Services	4,329.16	
2815	04/14/2021	Claims	2	195084	Home Depot Credit Services	324.33	
					101 - 576 80 35 000 - Small Tools & Minor Equip	281.02	
					101 - 576 80 48 014 - Winnie Houser Park	43.31	
2816	04/14/2021	Claims	2	195085	Ideal Rent All	375.02	
					101 - 594 76 61 002 - Houser Park	375.02	
2817	04/14/2021	Claims	2	195086	Integrity Safety Svcs, Inc.	900.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	450.00	
					103 - 542 30 49 030 - Misc-Tuition/Registration	450.00	
2818	04/14/2021	Claims	2	195087	Interstate All Battery Center	173.06	
					401 - 535 80 31 010 - Operating Supplies	173.06	
2819	04/14/2021	Claims	2	195088	Katy Isaksen Associates	296.00	
					001 - 595 10 41 000 - Professional Services	296.00	
2820	04/14/2021	Claims	2	195089	Keithly Barber Associates	952.97	
					305 - 594 72 63 003 - Capital Expenditures/Expenses	952.97	
2821	04/14/2021	Claims	2	195090	L N Curtis & Sons	1,885.03	
					001 - 521 20 26 000 - Uniforms/Accessories	220.96	
					001 - 521 20 26 000 - Uniforms/Accessories	362.16	
					001 - 521 20 26 000 - Uniforms/Accessories	201.81	
					001 - 521 20 26 000 - Uniforms/Accessories	205.04	
					001 - 521 20 26 020 - Ballistic Vests	895.06	
2822	04/14/2021	Claims	2	195091	The Language Exchange, Inc	330.00	
					001 - 512 50 41 040 - Language Interpreter	330.00	
2823	04/14/2021	Claims	2	195092	Carol & Johnnie Ledin	118.24	55 0817 00 - 817 BENNETT
					425 - 343 10 00 000 - Stormwater Fees	-13.95	
					401 - 343 50 00 000 - Sewer Service Charges	-77.87	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	-26.42	
2824	04/14/2021	Claims	2	195093	Les Schwab Tire Center	339.07	
					001 - 521 20 48 010 - Repair & Maint - Auto	339.07	
2825	04/14/2021	Claims	2	195094	Lithtex NW	681.56	

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					001 - 514 23 31 000 - Supplies	476.53	
					001 - 524 20 31 000 - Off/Oper Supps & Books	68.34	
					001 - 558 60 31 000 - Supplies/Books	68.35	
					001 - 595 10 31 000 - Supplies	68.34	
2826	04/14/2021	Claims	2	195095	Louis Auto Glass	314.15	
					001 - 522 20 48 000 - Repairs/Maint-Equip	314.15	
2827	04/14/2021	Claims	2	195096	E. Goodsir, dba Mac & Mac Electric Co. Inc.	3,059.23	
					401 - 535 50 48 010 - Maintenance Of Lines	3,059.23	
2828	04/14/2021	Claims	2	195097	Magnolia Grill	600.21	
					001 - 517 90 43 001 - Employee Recognition	600.21	
2829	04/14/2021	Claims	2	195098	William R McCann	900.00	
					001 - 515 93 41 000 - Indigent Defender	900.00	
2830	04/14/2021	Claims	2	195099	McKesson Medical Surgical	1,862.11	
					001 - 522 21 31 000 - Operating Supplies - Medical	638.49	
					001 - 522 21 31 000 - Operating Supplies - Medical	736.93	
					001 - 522 21 31 000 - Operating Supplies - Medical	118.22	
					001 - 522 21 31 000 - Operating Supplies - Medical	368.47	
2831	04/14/2021	Claims	2	195100	McLoughlin & Eardley Corp	13,901.19	
					001 - 521 20 48 010 - Repair & Maint - Auto	317.61	
					501 - 594 21 64 501 - Vehicles - Police	13,583.58	
2832	04/14/2021	Claims	2	195101	Miles Sand & Gravel	285.16	
					425 - 531 50 31 000 - Operating Supplies	285.16	
2833	04/14/2021	Claims	2	195102	Monera Technologies Corp.	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
2834	04/14/2021	Claims	2	195103	Brady Moore	1,412.41	
					001 - 521 40 43 000 - Travel	1,412.41	
2835	04/14/2021	Claims	2	195104	Motor Trucks International	82.58	
					401 - 535 50 48 040 - Maintenance Of Vehicles	103.48	
					401 - 535 50 48 040 - Maintenance Of Vehicles	-103.48	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	82.58	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	60.94	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	-60.94	
2836	04/14/2021	Claims	2	195105	Municipal Research & Svc Center	275.00	
					001 - 595 10 49 000 - Dues/Memberships	275.00	
2837	04/14/2021	Claims	2	195106	N C Machinery Co	221.90	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	221.90	
2838	04/14/2021	Claims	2	195107	Walter E Nelson Co. of N. WA	876.45	
					101 - 576 80 31 004 - Operating Sup - Comm Center	124.57	
					101 - 576 80 31 004 - Operating Sup - Comm Center	439.82	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	153.90	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	23.00	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	135.16	
2839	04/14/2021	Claims	2	195108	Nelson Petroleum	1,329.19	
					001 - 522 20 31 000 - Operating Supplies	346.99	
					412 - 537 80 32 010 - Fuel Additive - DEF	311.54	
					501 - 548 30 31 000 - Operating Supplies	670.66	

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2840	04/14/2021	Claims	2	195109	NCL of WI, dba North Central Labs	371.55	
					401 - 535 80 31 010 - Operating Supplies	371.55	
2841	04/14/2021	Claims	2	195110	North Hill Resources Inc	1,708.88	
					105 - 594 72 64 010 - Land Improvements - Fencing	1,708.88	
2842	04/14/2021	Claims	2	195111	Northern Safety Co Inc	75.52	
					001 - 522 20 31 000 - Operating Supplies	75.52	
2843	04/14/2021	Claims	2	195112	Office Depot Inc.	239.79	
					001 - 524 20 31 000 - Off/Oper Supps & Books	56.29	
					001 - 524 20 31 000 - Off/Oper Supps & Books	23.64	
					001 - 558 60 31 000 - Supplies/Books	56.29	
					001 - 558 60 31 000 - Supplies/Books	23.64	
					001 - 595 10 31 000 - Supplies	56.29	
					001 - 595 10 31 000 - Supplies	23.64	
2844	04/14/2021	Claims	2	195113	Oliver-Hammer, Inc	168.15	
					001 - 521 20 26 000 - Uniforms/Accessories	168.15	
2845	04/14/2021	Claims	2	195114	Orca Pacific, Inc.	975.28	
					401 - 535 80 31 020 - Op Supplies-Chemicals	975.28	
2846	04/14/2021	Claims	2	195115	Overton Safety Training Inc	3,555.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	1,081.92	
					412 - 537 80 49 015 - Training	1,236.54	
					103 - 542 30 49 030 - Misc-Tuition/Registration	636.54	
					101 - 576 80 49 000 - Misc-Tuition/Registration	600.00	
2847	04/14/2021	Claims	2	195116	PB Parent Holdco, LP dba	476.61	
					001 - 521 20 41 001 - Professional Services	42.75	
					001 - 522 20 48 000 - Repairs/Maint-Equip	62.77	
					101 - 576 80 48 004 - Community Center	180.12	
					101 - 576 80 48 005 - Senior Center	190.97	
2848	04/14/2021	Claims	2	195117	Peters Towing LLC	135.63	
					001 - 521 20 41 001 - Professional Services	135.63	
2849	04/14/2021	Claims	2	195118	Protek, Inc. dba	693.97	
					001 - 521 20 48 010 - Repair & Maint - Auto	71.87	
					001 - 521 20 48 010 - Repair & Maint - Auto	56.83	
					001 - 522 20 48 000 - Repairs/Maint-Equip	565.27	
2850	04/14/2021	Claims	2	195119	Prothman	930.00	
					001 - 514 23 41 011 - Professional Services	930.00	
2851	04/14/2021	Claims	2	195120	Puget Sound Energy	28,557.30	
					001 - 521 20 47 000 - Public Utilities	131.48	
					001 - 522 50 47 000 - Public Utilities	124.36	
					425 - 531 50 47 000 - Public Utilities	172.13	
					401 - 535 80 47 000 - Public Utilities	13,571.98	
					102 - 536 20 47 000 - Public Utilities	63.35	
					412 - 537 80 47 000 - Public Utilities	195.46	
					103 - 542 63 47 000 - Public Utilities	472.59	
					103 - 542 63 47 000 - Public Utilities	9,941.02	
					101 - 576 80 47 000 - Riverfront	527.32	
					101 - 576 80 47 010 - Community Center	264.84	
					101 - 576 80 47 020 - Senior Center	255.62	
					101 - 576 80 47 030 - Museum Apartments	47.85	
					101 - 576 80 47 040 - Train	17.62	
					101 - 576 80 47 050 - Hammer Square	192.65	
					101 - 576 80 47 051 - Bingham / Memorial	111.69	

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					101 - 576 80 47 052 - Bingham Caretaker	165.85	
					101 - 576 80 47 053 - Other Utilities	24.63	
					101 - 576 80 47 070 - City Hall	2,276.86	
2852	04/14/2021	Claims	2	195121	Quiring Monuments Inc	150.00	
					102 - 536 20 34 000 - Liners	150.00	
2853	04/14/2021	Claims	2	195122	Red's Mobile 24-Hour Truck & Equip Repai	303.80	
					412 - 537 50 48 000 - Repairs/maint-equip	303.80	
2854	04/14/2021	Claims	2	195123	Reichhardt & Ebe Eng Inc	233.48	
					104 - 595 30 63 081 - Const-Jones/John Liner BNSF L	233.48	
2855	04/14/2021	Claims	2	195124	Ricoh USA Inc	66.92	
					401 - 535 50 48 000 - Maintenance Contracts	66.92	
2856	04/14/2021	Claims	2	195125	Roger S Howard, dba	5,331.08	
					305 - 594 72 63 002 - Capital Expenditures/Expenses	2,618.00	
					305 - 594 72 63 002 - Capital Expenditures/Expenses	2,713.08	
2857	04/14/2021	Claims	2	195126	SAR Enterprises, Inc.	178.30	
					001 - 522 20 48 000 - Repairs/Maint-Equip	178.30	
2858	04/14/2021	Claims	2	195127	Sedro-Woolley Auto Parts Inc	1,455.06	
					001 - 521 20 48 010 - Repair & Maint - Auto	2.38	
					001 - 522 20 48 000 - Repairs/Maint-Equip	22.76	
					001 - 522 20 48 000 - Repairs/Maint-Equip	6.42	
					001 - 522 20 48 000 - Repairs/Maint-Equip	8.56	
					401 - 535 50 48 050 - Maint Of General Equip	56.83	
					401 - 535 50 48 050 - Maint Of General Equip	438.24	
					401 - 535 50 48 050 - Maint Of General Equip	86.38	
					401 - 535 50 48 050 - Maint Of General Equip	15.05	
					401 - 535 50 48 050 - Maint Of General Equip	8.22	
					102 - 536 20 31 010 - Operating Supplies	18.37	
					102 - 536 20 35 000 - Small Tools/Minor Equip	3.62	
					102 - 536 20 35 000 - Small Tools/Minor Equip	76.41	
					412 - 537 50 48 000 - Repairs/maint-equip	29.05	
					412 - 537 50 48 000 - Repairs/maint-equip	13.64	
					412 - 537 50 48 000 - Repairs/maint-equip	104.88	
					412 - 537 50 48 000 - Repairs/maint-equip	112.14	
					412 - 537 50 48 000 - Repairs/maint-equip	4.98	
					412 - 537 80 31 000 - Operating Supplies	29.49	
					412 - 537 80 31 000 - Operating Supplies	66.22	
					103 - 542 30 31 000 - Operating Supplies	118.99	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	55.11	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	84.25	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	50.92	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	42.15	
2859	04/14/2021	Claims	2	195128	Sedro-Woolley Chamber Of	2,200.00	
					001 - 513 10 42 000 - Communication	2,200.00	
2860	04/14/2021	Claims	2	195129	Sedro-Woolley Volunteer	20,511.50	
					001 - 522 20 11 010 - Salaries-Volunteers	20,511.50	
2861	04/14/2021	Claims	2	195130	Sewer Equip Co of FL, Inc.	2,820.68	
					401 - 535 50 48 010 - Maintenance Of Lines	2,820.68	
2862	04/14/2021	Claims	2	195131	Shred IT US JV LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	

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					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.50	
2863	04/14/2021	Claims	2	195132	Skagit 911	43,506.00	
					001 - 521 20 41 055 - 911 Contracted Services	38,980.93	
					001 - 522 20 41 020 - Central Dispatch	4,525.07	
2864	04/14/2021	Claims	2	195133	Skagit Cnty Dept of Emerg Mgmt	5,430.10	
					001 - 525 10 41 000 - Dept Of Emerg Management	5,430.10	
2865	04/14/2021	Claims	2	195134	Skagit Cnty Sheriff Office	79,147.31	
					001 - 523 60 41 021 - Jail Annual Payment In Lieu Of	79,147.31	
2866	04/14/2021	Claims	2	195135	Skagit Cnty Treasurer	42,040.05	
					114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/11	41,875.06	
					001 - 589 30 00 001 - Crime Victim & Witness	164.99	
2867	04/14/2021	Claims	2	195136	Skagit Farmers Supply	262.64	
					001 - 521 20 31 002 - Office/Operating Supplies	12.24	
					001 - 521 20 31 002 - Office/Operating Supplies	-14.97	
					001 - 522 20 31 000 - Operating Supplies	65.09	
					001 - 522 45 31 000 - Supplies & Books	7.02	
					425 - 531 50 31 000 - Operating Supplies	-27.01	
					401 - 535 50 48 050 - Maint Of General Equip	-24.37	
					401 - 535 50 48 050 - Maint Of General Equip	16.26	
					401 - 535 80 31 010 - Operating Supplies	-122.54	
					401 - 535 80 31 010 - Operating Supplies	44.44	
					401 - 535 80 31 010 - Operating Supplies	48.81	
					102 - 536 20 31 010 - Operating Supplies	23.85	
					412 - 537 80 31 000 - Operating Supplies	-65.45	
					412 - 537 80 31 000 - Operating Supplies	113.83	
					412 - 537 80 31 000 - Operating Supplies	8.67	
					103 - 542 30 31 000 - Operating Supplies	65.00	
					103 - 542 30 31 000 - Operating Supplies	-15.81	
					103 - 542 30 31 010 - Operating Supplies-Propane	-17.52	
					103 - 542 30 31 010 - Operating Supplies-Propane	10.54	
					101 - 576 80 31 000 - Operating Sup - Tesarik Park	2.81	
					101 - 576 80 31 001 - Operating Sup - Riverfront	-13.88	
					101 - 576 80 31 001 - Operating Sup - Riverfront	35.12	
					101 - 576 80 31 001 - Operating Sup - Riverfront	56.89	
					101 - 576 80 31 001 - Operating Sup - Riverfront	45.55	
					101 - 576 80 31 001 - Operating Sup - Riverfront	16.26	
					101 - 576 80 31 100 - Fertilizer/Herbicide	-95.65	
					101 - 576 80 35 000 - Small Tools & Minor Equip	54.23	
					101 - 576 80 35 000 - Small Tools & Minor Equip	-26.93	
					101 - 576 80 35 000 - Small Tools & Minor Equip	43.38	
					101 - 576 80 48 001 - Riverfront	58.57	
					101 - 576 80 48 001 - Riverfront	-41.79	
2868	04/14/2021	Claims	2	195137	Skagit Publishing	1,475.54	
					001 - 511 60 31 001 - Legal Publications	59.18	
					001 - 524 20 31 000 - Off/Oper Supps & Books	380.00	
					401 - 535 80 41 000 - Professional Services	380.00	
					102 - 536 20 41 000 - Professional Services	258.24	
					103 - 542 30 41 000 - Professional Services	81.02	
					001 - 558 60 41 011 - Advertising Reimbuseable	242.10	
					101 - 576 80 41 000 - Professional Services	75.00	
2869	04/14/2021	Claims	2	195138	Skagit River Steel	106.64	
					401 - 535 50 48 050 - Maint Of General Equip	106.64	

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2870	04/14/2021	Claims	2	195139	Smarsh Inc.	10,798.50	
		001 - 518 80 41 000 - Professional Services				-10.74	
		001 - 518 80 41 000 - Professional Services				10,809.24	
2871	04/14/2021	Claims	2	195140	Streuli Public Affairs LLC	2,000.00	
		001 - 513 10 41 001 - Professional Services				2,000.00	
2872	04/14/2021	Claims	2	195141	Stryker Sales Corp.	23,709.03	
		501 - 594 22 64 501 - Vehicles - Fire				23,709.03	
2873	04/14/2021	Claims	2	195142	Systems Design	3,035.30	
		001 - 522 21 41 000 - EMS Professional Services-Sys				3,035.30	
2874	04/14/2021	Claims	2	195143	Transportation Solutions, Inc.	7,234.01	
		103 - 542 30 41 000 - Professional Services				2,105.00	
		101 - 576 80 41 000 - Professional Services				2,000.00	
		001 - 595 10 41 000 - Professional Services				3,129.01	
2875	04/14/2021	Claims	2	195144	HD Supp Facil. Maint, dba USA Blue Book	850.13	
		401 - 535 80 31 010 - Operating Supplies				850.13	
2876	04/14/2021	Claims	2	195145	UniFirst Corp.	1,123.99	
		001 - 522 20 26 000 - Uniforms				284.63	
		001 - 522 20 26 000 - Uniforms				275.33	
		001 - 522 20 26 000 - Uniforms				286.55	
		001 - 522 20 26 000 - Uniforms				277.48	
2877	04/14/2021	Claims	2	195146	Marcoo Inc., dba Valley Auto Supply	31.45	
		001 - 522 20 48 000 - Repairs/Maint-Equip				31.45	
2878	04/14/2021	Claims	2	195147	WA St Criminal Justice	95.00	
		001 - 521 40 49 000 - Tuition/Registration				95.00	
2879	04/14/2021	Claims	2	195148	WA St Dept Of Retirement	36.88	
		001 - 521 20 22 001 - Social Security				36.88	
2880	04/14/2021	Claims	2	195149	WA St Off Of Treasurer	10,439.56	
		001 - 586 00 00 000 - State Court Fees Remittance				10,439.56	
2881	04/14/2021	Claims	2	195150	WA St Patrol	79.50	
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				79.50	
2882	04/14/2021	Claims	2	195151	Waterclear Co Inc (the)	4,010.16	
		401 - 535 80 35 020 - Solids Handling				4,010.16	
2883	04/14/2021	Claims	2	195152	Weed, Graafstra & Assoc. Inc. PS	8,000.00	
		001 - 515 41 41 000 - Prof Services-External/Claims				8,000.00	
2884	04/14/2021	Claims	2	195153	Woods Acquisition Corp	1,224.76	
		001 - 522 20 32 000 - Auto Fuel/Diesel				108.50	
		425 - 531 50 31 000 - Operating Supplies				330.93	
		401 - 535 50 48 060 - Maintenance Of Buildings				272.24	
		412 - 537 50 48 000 - Repairs/maint-equip				85.02	
		412 - 537 50 48 000 - Repairs/maint-equip				39.29	
		101 - 576 80 48 021 - Equipment				388.78	
2885	04/14/2021	Claims	2	195154	Kevin Wynn	249.50	
		401 - 535 80 35 010 - Safety Equipment				249.50	
2886	04/14/2021	Claims	2	195155	NW Fiber LLC, dba Ziplly Fiber	1,526.53	
		001 - 512 50 42 020 - Telephone				54.00	

CHECK REGISTER

City Of Sedro-Woolley

Time: 13:20:30 Date: 04/08/2021

04/14/2021 To: 04/14/2021

Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 513 10 42 020 - Telephone				81.00	
		001 - 514 23 42 020 - Telephone				81.00	
		001 - 515 31 42 001 - Telephone				36.00	
		001 - 518 80 42 020 - Telephone				27.00	
		001 - 521 20 42 020 - Telephone				73.84	
		001 - 521 20 42 020 - Telephone				84.23	
		001 - 521 20 42 020 - Telephone				269.97	
		001 - 522 20 42 020 - Telephone				99.00	
		001 - 524 20 42 020 - Telephone				27.00	
		401 - 535 80 42 020 - Telephone				230.14	
		401 - 535 80 42 020 - Telephone				72.00	
		102 - 536 20 42 020 - Telephone				88.44	
		412 - 537 80 42 020 - Telephone				36.00	
		103 - 542 30 42 020 - Telephone				9.00	
		001 - 558 60 42 020 - Telephone				27.00	
		101 - 576 80 42 020 - Telephone				18.00	
		101 - 576 80 47 070 - City Hall				149.91	
		001 - 595 10 42 020 - Telephone				63.00	
2887	04/14/2021	Claims	2	195156	Zoll Medical Corporation	616.28	
		001 - 522 21 31 000 - Operating Supplies - Medical				616.28	
		001 Current Expense Fund				214,808.81	
		101 Parks & Facilities Fund				12,697.23	
		102 Cemetery Fund				3,312.97	
		103 Street Fund				15,600.91	
		104 Arterial Street Fund				233.48	
		105 Library Fund				1,708.88	
		114 Law Enforcement Sales Tax				41,875.06	
		305 Library Construction Fund				6,284.05	
		401 Sewer Operations Fund				429,467.17	
		412 Solid Waste Operations Fund				6,694.62	
		425 Stormwater Operations				1,542.76	
		501 Equipment Replacement Fund				37,963.27	
						<u>772,189.21</u>	Claims: 772,189.21
		* Transaction Has Mixed Revenue And Expense Accounts				772,189.21	

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

Finance Director Date

Finance Committee Member Date

Finance Committee Member Date

Finance Committee Member Date



Agenda Item No. e-3

Date: April 14, 2021

Subject: Fire Station 1 Quarters Re-Roofing Project

Consent Calendar

FROM: Nathan Salseina, Public Works Operations Division Supervisor

RECOMMENDED ACTION:

Authorize Mayor Johnson to execute the attached public works contract with Masterwork Roofing Inc. for the re-roofing of the fire quarters portion of the municipal building in the amount \$24,311.60, including sales tax.

BACKGROUND / SUMMARY INFORMATION:

The portion of the municipal building roof that covers the fire residence quarters was installed when the original building was constructed in 1997. The existing roof is made up of a torch down composition material. This type of material generally has a 20 year guarantee. We are now in year 24, putting this section of roof beyond its service life. Staff has been increasingly finding and repairing areas where the roof has leaked, and upon inspection have identified several areas of stained plywood where there has been evidence of water penetration. Last month, staff issued a request for proposals for a project to install a new PVC membrane style roof. This is the same type of roof that is installed on the other portions of the building. The city received 8 bids for the project, with the low bid coming in at 24,311.60.

FISCAL IMPACT, IF APPROPRIATE:

The Parks and Facilities fund has dollars budgeted in the 2022 budget year for this project. We had originally intended to wait until 2022 to complete this project, however significant roof leaks were beginning to show up, so it was decided to move the project up 1 year and complete the work in 2021. A budget amendment is planned to move the work from the 2022 calendar year, to the 2021 calendar year. The budget estimate for this project was \$35,000. The low bid for the project was \$24,311.60. This is an excellent bid, because it allows some flexibility in the event that the contractor finds some areas of rot that need to be replaced during the project.

ATTACHMENTS:

1. Public works contract 2021-PW-19
2. Aerial Photo of Roof section
3. Final Bid Tabulation



SMALL PUBLIC WORKS AGREEMENT NO. 2021-PW-19
(For Projects Under \$350,000)

THIS SMALL PUBLIC WORKS AGREEMENT ("Contract") is made and entered into this _____ day of April, 2021, by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **Masterwork Roofing Inc., 2415 40th Street, Everett, WA 98201** ("Contractor")

WHEREAS, the City desires to accomplish certain public works entitled **Fire Station 1 Quarters Re-roofing Project** ("the Project") having an estimated cost \$350,000 or less; and

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

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

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **Fire Station 1 Quarters Re-roofing Project** ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

The Project shall be completed no later than **August 31, 2021.**

2. Contract Documents.

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

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

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

3. Commencement of Work.

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

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

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

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$24,311.60** (*Twenty-four thousand three hundred eleven dollars and 60/100*) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

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

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

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

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from

escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

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

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
2. A release has been obtained from the Washington State Department of Revenue for projects over \$35,000.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department for projects over \$35,000.
4. A release has been obtained from the Washington State Department of Labor and Industries for projects over \$35,000.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

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

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

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

6. **Term of Contract.**

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

7. **Termination of Contract.**

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

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance with Law.

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

19. Guarantee of Work.

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

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

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

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be

performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

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

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

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

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

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

22. Insurance.

A. Insurance Term.

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

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington
4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to

materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

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

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

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

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

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

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

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

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses.**

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

J. **Subcontractors.**

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

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

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

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

M. **Failure to Maintain Insurance**

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

23. Assignment and Subcontractors.

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

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

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

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

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

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:

Director of Public Works
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Telephone Number: 360-855-0771

To Contractor:

Greg Brown
Masterwork Roofing Inc.
2415 40th Street
Everett, WA 98201
Telephone Number: 425-252-7226

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees

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

33. Authority

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

34. Counterparts.

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

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

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

City of Sedro-Woolley

Masterwork Roofing Inc.

By _____
City Supervisor

By _____

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity (See Part 21. D. above):

City

Contractor

ATTACHMENTS:

Retainage Investment Option
Bid Proposal
Contractors Rate Sheet

RETAINAGE INVESTMENT OPTION

CONTRACTOR: **CONTRACTORS NAME**

PROJECT NAME: **Fire Station 1 Quarters Re-roofing Project**

DATE: _____

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

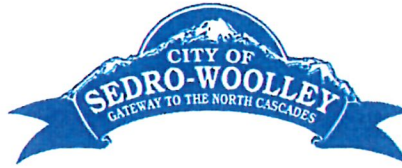
- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% or 10% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

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

(Contractor's Signature)

Date

Title



Fire Station 1 Quarters Re-roofing Project PROPOSAL

Proposals due by 2 pm, Tuesday, March 30, 2021

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Invitation for Bids – "Fire Station 1 Quarters Re-roofing Project":

Fire Station 1 Quarters Re-roofing Project	Lump Sum	<u>\$ 22,407.00</u>
WA STATE SALES TAX AT 8.5%		<u>\$ 1,904.60</u>
TOTAL BID		<u>\$ 24,311.60</u>

BIDDER COMPANY NAME: Masterwork Roofing, Inc.

ADDRESS: 2415 40th Street
Everett, WA 98201

CONTACT: Greg Brown

TELEPHONE: 425.252.7226

EMAIL: masterworkroofing@msn.com

UBI NUMBER: 601-327-280

Acknowledged Addendum(s) _____

Bidder Checklist: Statement of Bidder's Qualification (included with bid) _____, Certificate of Compliance with Wage Payment Statutes (included with bid) _____, Public Works Training Requirement Complete (RCW 39.04.350(f)) (prior to bid) _____ MRSC Small Works Roster (registered prior to bid) _____, Rate Sheet (included with bid) _____, Acknowledged Addendum(s) _____



2415 - 40th Street • Everett, WA 98201-4582
(425) 252-7226 • Fax (425) 257-0449

Proposal for Roofing

March 26, 2021

To: Sedro Woolley Public Works

Re: Sedro Woolley Fire Station #1.

Masterwork Roofing will supply the labor and materials to perform the following:

- Pressure wash and thoroughly clean roof prior to installation.
- Install 1/2" fanfold, closed cell insulation.
- Install 50mil IB Roof system, mechanically fastened with screws, plates, and heat welded seams.
- Remove existing siding and coping metal as needed, set aside to reuse.
- Backflash up and over parapet walls and at least 12" up walls.
- Install IB vents and gas pipe flashings as needed.
- Install A cones with stainless steel hose clamps at all pipes.
- Properly backflash around HVAC unit and mechanical curbs.
- Install PVC coat metal flashings at terminations around hose bay and overflow scuppers as needed.
- Install new coping metal on parapet walls to match existing.
- 20-year material warranty from IB Roof Systems.
- 2-year workmanship warranty from Masterwork Roofing, Inc.
- To be prevailing wage with certified payroll.

Cost: \$22,407.00+WSST

Please call with any questions.

Thanks,

Greg Brown 425.252.7226



2415 - 40th Street • Everett, WA 98201-4582
(425) 252-7226 • Fax (425) 257-0449

Masterwork Roofing understands the prevailing wage in Skagit county for a roofer is \$57.30. We agree to pay our roofers based upon prevailing wages.

Thank you,

Mackenzie Henderson
Masterwork Roofing, Inc.
425.252.7226

SEDRO-WOOLLEY FIRE STATION #1
CREW QUARTERS ROOF

"EXHIBIT A"

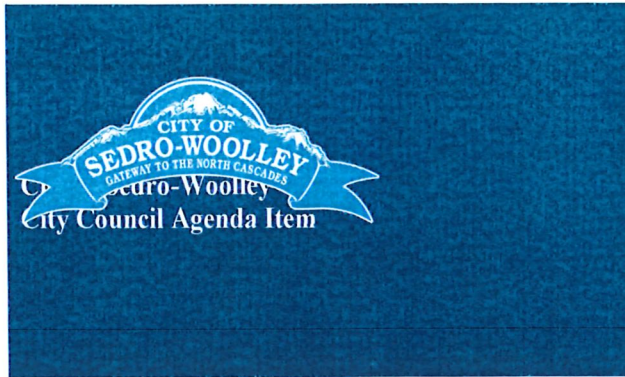
**FLAT ROOF
APPROXIMATELY
3750 SF**





CITY OF SEDRO-WOOLLEY
FIRE STATION 1 QUARTERS RE-ROOFING PROJECT
FINAL BID TABULATION
Bid Opening: March 30, 2021, 2:00PM
By: J. Rosario / MF

Contractor Name:			Masterwork Roofing Inc. Everett, WA		McCarthy General Contractor Marysville, WA		Professional Quality Roofing Inc. Silverton, OR		Esary Roofing & Siding Co. Burlington, WA		Cascade Roofing Company Inc. Burlington, WA		JR Swigart Co Inc. Pasco, WA		Fluid Applied Roofing LLC, dba Fluid Roofing Airway Heights, WA		Rainbow Federal Inc. Snohomish, WA		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL		
	Fire Station 1 Quarters Re-roofing Project	1.00	LS	22,407.00	22,407.00	32,723.00	32,723.00	33,815.00	33,815.00	36,500.00	36,500.00	38,250.00	38,250.00	47,953.00	47,953.00	48,875.00	48,875.00	62,926.21	62,926.21
	SUBTOTAL				22,407.00		32,723.00		33,815.00		36,500.00		38,250.00		47,953.00		48,875.00		62,926.21
	WASHINGTON STATE SALES TAX AT 8.5%				1,904.60		2,781.46		2,874.28		3,102.50		3,251.25		4,076.01		4,154.38		5,348.73
	TOTAL				24,311.60		35,504.46		36,689.28		39,602.50		41,501.25		52,029.01		53,029.38		68,274.94
Bidder Position				1		Non-Responsive		2		3		4		5		6		7	
Statement of Bidder's Qualifications				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Certificate of Compliance				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Public Works Training Requirement Complete				Yes		No		Yes		Yes		Yes		Yes		Yes		Yes	
MRSC - Registered				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Rate Sheet				Yes		No		Yes		Yes		Yes		Yes		Yes		Yes	
Addendum No. 1 Acknowledged				N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Corrections Made to Calculations				No		No		No		No		No		No		No		No	



Agenda Item No. e-4

Date: April 14, 2021

Subject: Alteration Request - Helping Hands Food Bank

FROM: Nikki Thompson, City Attorney

RECOMMENDED ACTION: A motion to authorize the Mayor to sign a letter APPROVING or DENYING Helping Hand's request to construct the gravel road connecting the Food Bank to Wicker Road.

ISSUE:

Should the City authorize Helping Hands to update the residence located on the Helping Hands Food Bank leased property?

BACKGROUND / SUMMARY INFORMATION:

The City and Helping Hands Food Bank entered into a 15-year lease with option to purchase on July 31, 2016 for operation of a food bank on City owned property. (**Exhibit A**) Section V. of the lease agreement specifically authorizes the construction of the food bank building, but requires that Helping Hands receive written permission from the City for all other improvements. The City has received a request from the Food Bank for permission to revamp/update the house located on the leased property. (**Exhibit B** is a copy of the request form Rebecca Larsen.) (**Exhibit C** is an aerial of the property.)

SWMC 2.104.040 requires Council approval of all documents that convey an interest in real property. As the lease is such a document, it is appropriate for the Council to authorize the action provided for in the lease to either allow or disallow improvements that affect the underlying real property.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Exhibit A: Lease agreement
2. Exhibit B: Request email from Rebecca Larsen
3. Exhibit C: Aerial view of property.

LEASE WITH PURCHASE OPTION

This lease made and entered into by and between the City of Sedro-Woolley, a Municipal Corporation of the State of Washington, hereinafter called the "LESSOR", and Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation, hereinafter called "LESSEE".

I. PURPOSE:

In consideration of an in accordance with the terms, covenants and conditions hereinafter set forth, the LESSOR hereby leases to the LESSEE the premises and property described below in this agreement for the purpose constructing and operating a food bank.

LEGAL DESCRIPTION

The east ½ of the property legally described in Exhibit A, attached hereto.

Subject to that certain life estate retained by Mr. & Mrs. Riggles on the home, garage and yard located at 24703 Wicker Road, Sedro-Woolley, Washington.

II. USE OF FACILITIES:

The LESSEE shall use this property to construct and operate a food bank that benefits, among others, the Sedro-Woolley community. Other such uses consistent with the mission of the LESSOR, including but not limited to food production shall also be allowed without restriction.

III. TERM

This lease shall commence on July 31, 2016, and expire on July 30, 2031.

IV. LEASE PAYMENT SCHEDULE

The LESSEE shall pay annual rent to LESSOR for the use and occupation of the premises described in section I in the amount of the one year average return on funds invested with the Washington State Treasurer's Local Government Investment Pool multiplied by \$300,000. The one year average will be based upon the twelve months prior to the due date which is August 1st of each year. For example, on August 1, 2016, LESSEE'S rent for the first year shall be (July 2015 to June 2016 average LGIP rate) $0.31\% \times \$300,000 = \930.00 .

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event

LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE, LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Payment must be made within 30 days of billing by the LESSOR. Make checks payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESEE shall pay all necessary leasehold taxes as required by law.

V. IMPROVEMENTS:

LESSEE is specifically authorized to construct a new food bank building and any necessary appurtenances thereto. Improvements other than the construction of a new food bank shall require prior written authorization of the LESSOR. All such work shall be at LESSEE's expense and shall become property of LESSOR at the expiration of this agreement.

VI. MANAGEMENT

A. Management. The premises, and all improvements regardless of ownership thereon, shall be managed and maintained in accordance with customary standards of the industry.

B. Hazardous, Toxic or Harmful Substances.

1. Deleterious Material. LESSEE shall not make, or suffer to be made, any filling in of the premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the premises, except as approved in writing by the LESSOR. If the LESSEE fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the premises, the LESSEE agrees that the LESSOR may, but is not obligated to, remove such materials and charge the LESSEE for the cost of removal and disposal.

2. Hazardous, Toxic or Harmful Substances.

a. LESSEE shall not keep on or about the premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and

hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and unless LESSEE fully complies with all federal, state and local laws, regulations, statutes and ordinances, now in existence or as subsequently enacted or amended.

b. LESSEE shall:

(1) Immediately notify the LESSOR of (i) all spills or releases of any hazardous substance affecting the premises, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the premises, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the premises; and

(2) On request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on LESSEE's behalf with respect to the use, presence, transportation or generation of hazardous substances related to the premises.

c. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale of hazardous substances or that of LESSEE's employees, agents, assigns, subleases, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

VIII. SUBLEASES and ASSIGNMENTS

A. Sublease. The premises, in whole or in part, and appurtenances thereon shall not be subleased except with prior written consent of LESSOR. LESSOR consents to a sublease and/or use agreement with the Woolley Food Forest Association for the development of a food forest on the premises.

B. Assignment. LESSEE shall not hypothecate, mortgage, assign, encumber, transfer or otherwise alienate this lease, or any interest therein or engage in any other transaction which has the effect of transferring or affecting the right of enjoyment of the premises. This lease shall not be assigned without the assignment first authorized by resolution of the city council.

IX. INSURANCE:

LESSEE, at LESSEE's expense, further agrees to provide adequate property damage and liability insurance for LESSOR, and agrees to hold LESSOR harmless for any and all claims arising from the acts of its agents, employees and subtenants. LESSEE shall present a certificate of insurance in the amount of one million (\$1,000,000) dollars for liability insurance to LESSOR, that names Sedro-Woolley as an additional insured as follows: "IT IS AGREED THE CITY OF SEDRO-WOOLLEY, ITS ELECTED OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED." LESSEE shall provide a certificate of insurance with the first payment and annually thereafter for the term of this agreement. Said insurance may not be terminated without written notice to the City of Sedro-Woolley sixty (60) days prior to the expiration of the coverage.

X. INDEMNITY:

The LESSEE covenants and agrees to assume all responsibility and liability connected with the use and occupation of the leased premises during the entire period of this lease and to save and hold harmless the LESSOR from any and all claims, rights, or actions, or for damages of every kind, character and description that may be occasioned by or through LESSEE's use and occupation of said premises for any work, labor, construction or other use or activity done thereon, which may or might be suffered or claimed by any party or person or corporation done thereon, which may or might be suffered or claimed by any party or person or corporation, whatsoever, either to property or person and to defend any and all actions that may or might be instituted in which the LESSOR shall become a party by virtue of this lease, and to pay any and all judgment that may or might be obtained against the LESSOR thereby.

XI. OPTION TO PURCHASE:

At any time during the term of this Lease, LESSEE shall have the option to purchase the property legally described in Exhibit A for three hundred thousand Dollars (\$300,000), plus the costs of closing the transaction. LESSOR may retain an easement for access and utilities to LESSOR'S property to be specifically

identified after LESSEE declares its intent to exercise this option, at no cost to LESSOR, provided that the easement shall not unreasonably interfere with LESSEE'S use of the property. If LESSEE exercises its option to purchase, LESSEE shall notify LESSOR of such intent in writing and the parties shall attempt in good faith to close the transaction within sixty (60) days of the written notice.

XII. TERMINATION:

A. LESSOR shall have the right to terminate this lease for any default in payments on the part of LESSEE or breach of any condition of this lease. Such termination shall become effective one hundred eighty (180) days after written notice of termination is presented to LESSEE provided that LESSEE had been given prior notice of the default and a minimum of sixty (60) days to cure the default.

B. If LESSEE violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this lease, and if such default or violation shall continue or shall not be remedied within ten (10) days (thirty [30] days in the case of nonpayment of rent or other payments due hereunder) after notice in writing thereof given by LESSOR to LESSEE specifying the matter claimed to be in default, LESSOR, at its option, may immediately declare LESSEE's rights under this lease terminated, and reenter the premises and repossess itself thereof, as of its former estate. If upon the reentry of LESSOR, there remains any personal property of LESSEE or of any other person, firm or corporation upon the premises, LESSOR may, but without the obligation to do so, remove said personal property and place the same in a public warehouse or garage, as may be reasonable, at the expense and risk of the owners thereof, and LESSEE shall reimburse LESSOR for any expense incurred by LESSOR in connection with said removal and/or storage. Notwithstanding any such reentry, the liability of LESSEE for the full rent provided for herein shall not be extinguished for the balance of the term of this lease.

XIII. AMENDMENTS:

Any amendments, revisions, supplements or additions to this lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements. Such changes may be made by formal amendment of the lease with approval of LESSOR.

XIV. NOTICE:

Mail all correspondence to:

City of Sedro-Woolley

ATTN: City Supervisor
325 Metcalf Street
Sedro-Woolley, WA 98284

XV. CONDITION AT END OF LEASE

Prior to vacating the premises, the LESSEE shall leave the premises and all improvements thereon to which LESSOR has elected to claim title in the state of repair and cleanliness required to be maintained by LESSEE during the term of the lease and shall peaceably and quietly surrender the same to LESSOR.

XVI. ENTIRE AGREEMENT

This written lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

LESSOR: City of Sedro-Woolley

LESSEE: Helping Hands Food Bank of
Sedro Woolley

DATED: July ___, 2016

DATED: July ___, 2016

Keith L. Wagoner, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that _____ is the President of Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of July, 2016.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: _____.
My Commission expires _____

Doug Merriman

From: Rebecca S <rebeccas@helpinghandsfoodbank.org>
Sent: Monday, March 22, 2021 10:12 AM
To: Julia Johnson; Doug Merriman; Nikki Thompson, City Attorney
Subject: Action: Helping Hands request to update the house

All, We have access to \$250,000 from WSDA for the update of the house. We will have 4 bids on the work by the 24th. This is a quick decision because of course the money is there now and has to be spent by June. All 4 contractors said they could have the work done. List of items to done;

1. asbestos abatement
2. Windows
3. roof
4. inside outside paint
5. flooring
6. ADA accessible (entrance and bathrooms)
7. gravel parking lot on the corner of wicker and fruitdale
8. gravel parking lot in front of the 3 car garage
9. Kitchen if money left over

We are not planning on taking walls down or changing the layout of the house. We are just planning on updating it from a 1950s house with asbestos and lead paint to code. Let me know what I need to do for this project for the City. If we need a formal request to go to the City Council I would like to get on a meeting in April for that.

Also Congresswomen Susan Delbane's office sent us an email to propose a project to them to get into the 2022 budget. She gets to send 10 a year. We proposed the purchasing of the land and house from the City and they said that is a great idea. So I am working with them to get that finished up. If accepted it would be in the 2022 federal budget.

--

Rebecca Larsen

Executive Director

Helping Hands Food Bank

PO Box 632, Sedro-Woolley WA 98284

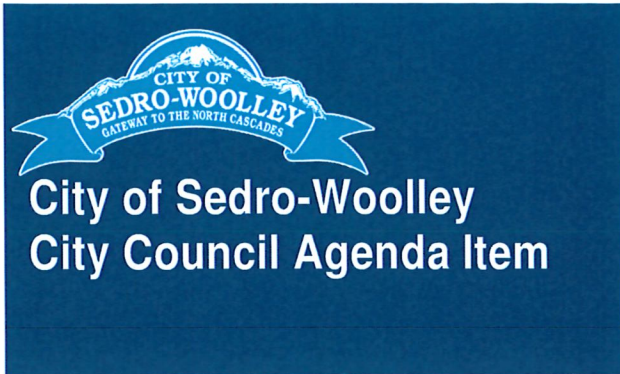
P: 360-856-2211

www.helpinghandsfoodbank.org

rebeccas@helpinghandsfoodbank







Agenda Item No. j

Date: April 14, 2021

Subject: Public Comments

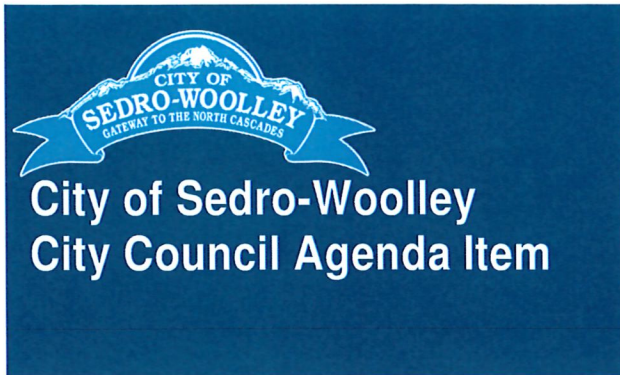
Name:
Address:
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Name:
Address:
Narrative:



Agenda Item No. 1-1

Date: April 14th 2021

Subject: Interlocal agreement – City of Burlington
Burlington Shelter Project

FROM: Mayor Johnson

RECOMMENDED ACTION:

A motion to approve an interlocal agreement with the City of Burlington for \$5,000 in financial support for the Shelter Project.

ISSUE:

Should the council approve the attached interlocal agreement with the City of Burlington?

BACKGROUND / SUMMARY INFORMATION:

The purpose of this Agreement is for the City of Sedro-Woolley to provide funds to the City of Burlington to contribute towards the construction and installation of a minimum of thirty-five (35) individual shelter units capable of housing single individuals or couples, install infrastructure to support shelters, make improvements to the existing building to allow for on-site services and activities, and provide portable restroom and showers to serve a minimum of thirty-five (35) individuals at the City owned property located at 465 Pease Road, Burlington, WA, hereafter referred to as "Shelter Project." As a neighboring city, the City of Sedro-Woolley and its residents will benefit from the "Shelter Project"

Further details of the use of funds is detailed in the attached draft interlocal agreement.

FISCAL IMPACT, IF APPROPRIATE:

The fiscal impact of this agreement would be a \$5,000 expenditure for a one-time payment to the City of Burlington in support of the Shelter Project. This expenditure has a public benefit to provide sheltering to citizens of Sedro-Woolley who may utilize the Project facilities. The funding source for the payment will come from Fund # 115 City Council Strategic Reserve.

ATTACHMENTS:

Draft Interlocal Agreement

**INTERLOCAL COOPERATIVE FUNDING AGREEMENT
FOR BURLINGTON SHELTER PROJECT
BETWEEN
SEDRO-WOOLLEY AND
THE CITY OF BURLINGTON, WASHINGTON**

THIS AGREEMENT is made and entered into by and between the City of Burlington, Washington ("City") and Sedro-Woolley ("Participant") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this Agreement is for the Participant to provide funds to the City towards the construction and installation of a minimum of thirty-five (35) individual shelter units capable of housing single individuals or couples, install infrastructure to support shelters, make improvements to the existing building to allow for on-site services and activities, and provide portable restroom and showers to serve a minimum of thirty-five (35) individuals at the City owned property located at 465 Pease Road, Burlington, WA, hereafter referred to as "Shelter Project." As a neighboring city, Participant and its residents will benefit from the "Shelter Project".

2. **RESPONSIBILITIES:** The City will use the funds distributed under this Agreement to construct a Shelter Project on City owned property, located at 465 Pease Road, Burlington, WA. The Shelter Project must be completed and ready for occupancy no later than July 31, 2021 and further must operate Shelter Project as a homeless shelter for a minimum of two (2) full calendar years. In the event the Shelter Project is not complete and ready for occupancy by July 31, 2021 then the City agrees to reimburse all funding provided to City pursuant to the Agreement within thirty (30) days after July 31, 2021. In the event the City does not operate the Shelter Project as a homeless shelter for two (2) full calendar years with an average monthly occupancy rate of 60% beginning six months after the date of occupancy, the City shall reimburse funds to the Participant based on a pro-rated percentage of funding to the number of months the Shelter Project operated with the required minimum monthly occupancy rate.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from April 15, 2021 through July 31, 2023.

4. **MANNER OF FINANCING:** Participant will compensate City a maximum of \$5,000.00 chargeable to GL expenditure code 565.50.41.010 (funded by transfer from Fund #115 City Council Strategic Reserve). City shall submit appropriate documentation with all invoices. Payments shall not occur more often than monthly, through the Participant voucher system. The Participant Contract Representative has the sole discretion of determining what appropriate documentation is required in order for the City to receive a distribution of funds under this Agreement. Eligible costs shall include:

- 4.1 Supplies and materials for shelters, common space, and restroom and shower facilities
- 4.2 Cost of labor used for the construction or remodeling of shelters, common space, and restroom and shower facilities.

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 Participant's representative shall be the Mayor of Sedro-Woolley.
- 5.2 The City's representative shall be the Mayor of Burlington.

6. **TREATMENT OF ASSETS AND PROPERTY:** City shall retain legal title to the Shelter Project developed by the funds appropriated through this Agreement. 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 Participant by reason of entering into this Agreement 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 terminated by the City before the completion and occupancy of the Shelter Project then the City agrees to refund Participant any and all funds provided to the City pursuant to this Agreement within thirty (30) days of termination. If the City terminates this Agreement after completion of the Shelter Project but before the required two (2) year operation requirement, City must return a prorated portion of the funds received within thirty (30) days of termination. If the Participant elects to terminate this Agreement before July 31, 2023 then City is entitled to retain all funds already distributed to City pursuant to this Agreement prior to 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. **OTHER PROVISIONS:** Survival of Indemnity Obligations. The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

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 Participant of Skagit. This Agreement shall be governed by the law of the State of Washington.

14. **DISPUTES:**

a. **General**

Differences between the City and the Participant, arising under and by virtue of the Agreement shall be brought to the attention of the Participant at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Participant shall be final and conclusive.

b. **Notice of Potential Claims**

The City shall not be entitled to additional compensation which otherwise may be payable, or to extension of time.

15. **NOTICE:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the City to the department head of the department for whom services are rendered, and to the Participant, 325 Metcalf, Sedro-Woolley, WA 98284. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

GOVERNMENT AGENCY:
City of Burlington

Steve Sexton, Mayor

(Date _____)

Approved as to form:

Leif Johnson, City Attorney

Mailing Address:

833 S Spruce Street
Burlington WA 98233

PARTICIPANT AGENCY:
City of Sedro-Woolley

Julia Johnson, Mayor

(Date _____)

Approved as to form:

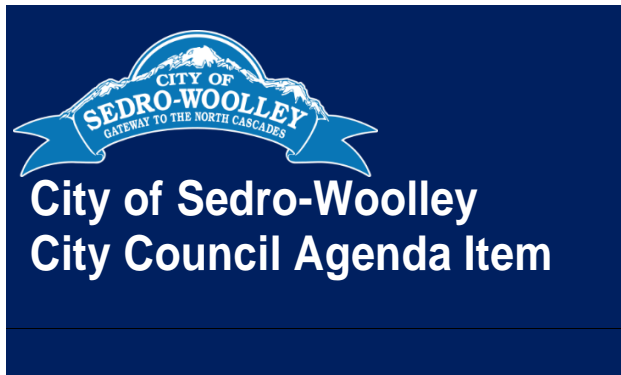
Nikki Thompson, City Attorney

Mailing Address:

325 Metcalf Street
Sedro-Woolley WA 98284

Approved as to budget:

Doug Merriman, Finance Director



Agenda Item No. I-2

Date: April 14, 2021

Subject: Final Plat approval of Phase 1 of the Plat of Brickyard Park

FROM: John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

Make a motion to adopt Resolution No. _____-21, a resolution granting final plat approval for Phase 1 of the Plat of Brickyard Park – a planned residential development, a 42-lot subdivision and authorizing the mayor and her designee(s) to sign all final plat approval documents.

ISSUE:

Should the Council grant final plat approval for Phase 1 of the Plat of Brickyard Park?

BACKGROUND / SUMMARY INFORMATION:

The property owner submitted a request for final plat approval for Phase I of the Plat of Brickyard Park, a 42 lot planned residential development on McGarigle Road. The city council approved Resolution 1054-20 on June 10, 2020, granting the full 85 lot subdivision preliminary plat approval. The subdivision was approved to be completed in phases. This is the final plat approval for the first phase of the subdivision. This phase includes the recreation area tract and stormwater infrastructure. The preliminary plat application file number is LP-2019-389; the final plat application file number is 2021-117.

The required improvements associated with Phase 1 of the Plat of Brickyard Park have been completed and approved or agreements are in place that require the completion of the conditions.

ATTACHMENTS:

1. Resolution _____-21 granting final plat approval for Phase 1 of the Plat of Brickyard Park – a planned residential development.

Attachment 1 to Council memo

Resolution No. _____-21, a resolution granting final plat approval for Phase 1 of the Plat of Brickyard Park – a planned residential development, a 42-lot subdivision and authorizing the mayor and her designee(s) to sign all final plat approval documents.

RESOLUTION NO. ____-21

A RESOLUTION GRANTING FINAL PLAT APPROVAL FOR PHASE 1 OF THE “PLAT OF BRICKYARD PLACE A PLANNED RESIDENTIAL DEVELOPMENT,” A 42-LOT SUBDIVISION AND AUTHORIZING THE MAYOR AND HER DESIGNEE(S) TO SIGN ALL FINAL PLAT APPROVAL DOCUMENTS

WHEREAS, on March 24, 2020 the Hearing Examiner for the City of Sedro-Woolley held a public hearing with proper notice, and recommended to the City Council that the proposed preliminary Plat of Brickyard Park – a planned residential development with two phases – be approved subject to conditions; and

WHEREAS, on June 10, 2020, the City of Sedro-Woolley City Council approved Resolution No. 1054-20 granting preliminary approval of said subdivision; and

WHEREAS, the owner of the property, Brickyard Park LLC, has applied for final plat approval of Phase 1 the Plat of Brickyard Park for a total of 42 lots; and

WHEREAS, the final subdivision application upon final review is deemed to be within the scope of the project’s environmental analysis and development conditions; and

WHEREAS, the conditions placed on the subdivision have been met or will be met to the satisfaction of the City of Sedro-Woolley;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Phase 1 of the Plat of Brickyard Park – a planned residential development – a subdivision consisting of forty-two (42) lots as represented in Attachment A, is hereby approved and the Mayor and her designee is authorized to sign all Final Plat approval documents.

Section 2. The City Council hereby adopts by reference the Hearing Examiner’s Findings, Conclusions and Recommendation dated March 24, 2020 (Attachment B) and the owner shall be in compliance with all conditions referenced in said Recommendation.

Passed and approved this _____ day of April, 2021.

JULIA JOHNSON, MAYOR

Attest:

Approved as to form:

Finance Director

City Attorney

Resolution _____-21

Attachment A

Plat Map of

“Plat of Brickyard Park – a Planned Residential Development – Phase 1”

BRICKYARD PARK
A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
A PORTION OF THE NE1/4 & SE 1/4 OF THE SW1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389

LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF WILLAMETTE MERIDIAN, LYING EASTERLY OF THE PLAT OF "KNOWLTON'S FIRST ADDITION", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SAID SKAGIT COUNTY, AND SOUTHERLY OF RAILWAY, NOW COUNTY ROAD;

EXCEPT THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 88° 35' 14" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 656.57 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF KNOWLTON'S FIRST ADDITION PER PLAT RECORDED UNDER A.F.N. 535315, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 1° 27' 05" EAST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 336.01 FEET; THENCE SOUTH 88° 35' 14" EAST A DISTANCE OF 639.81 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 1° 24' 18" EAST A DISTANCE OF 336.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ROADS;

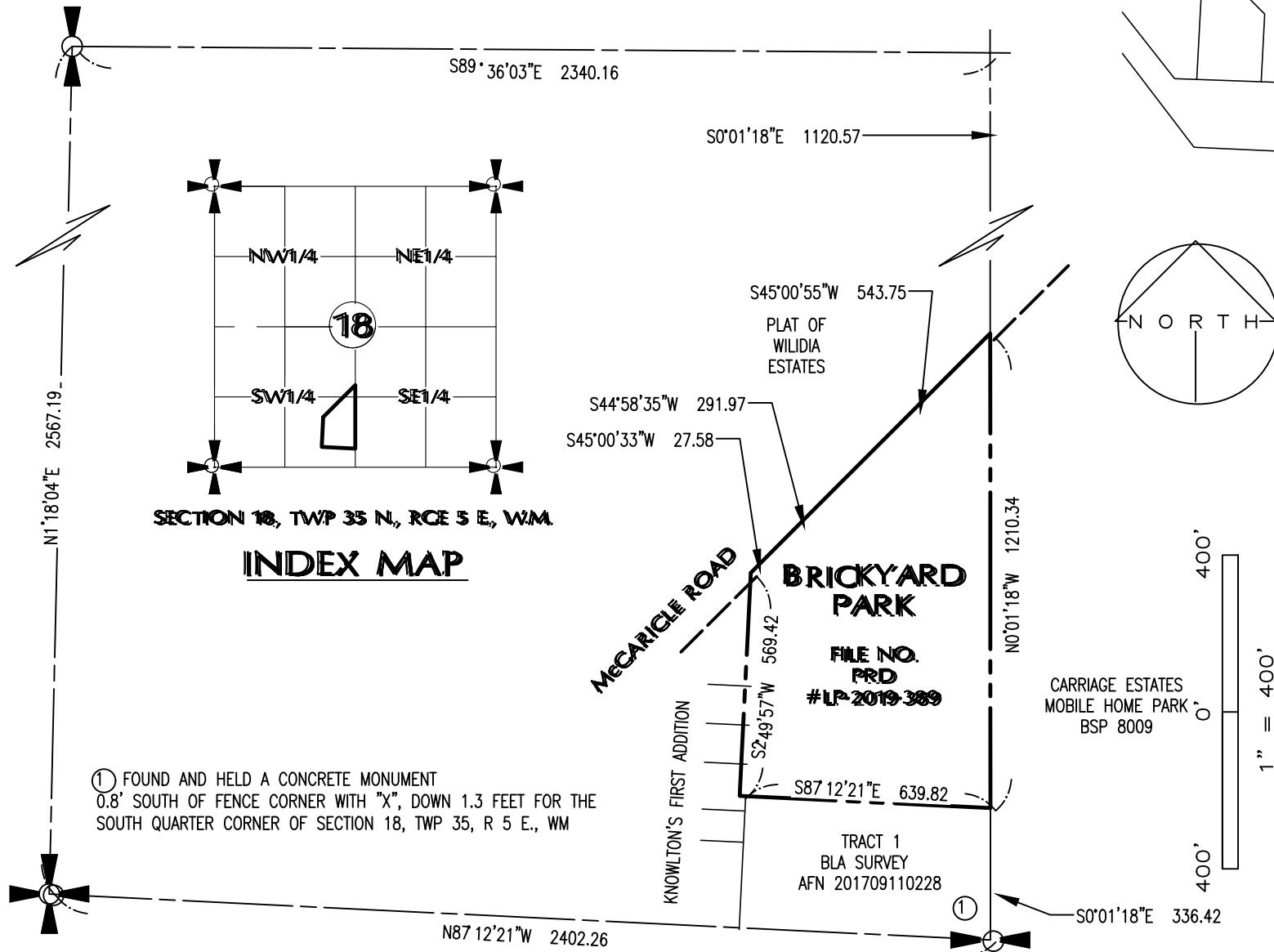
SITUATE IN SKAGIT COUNTY, WASHINGTON.

SCHEDULE "B" ITEMS

1. P.S.E. POWER EASEMENT DOES NOT AFFECT PROPERTY - AFN 189530
2. SEWER EASEMENT NOT LOCATABLE - AFN 792523
3. UTILITY EASEMENT AS SHOWN HEREON - AFN 9106210036
4. ROAD MAINTENANCE AGREEMENT DOES NOT ENCUMBER PROPERTY - 201806250223

(BASED ON SCHEDULE "B" CHICAGO TITLE COMMITMENT

(BASED ON CHICAGO TITLE COMMITMENT 620039952, DATED SEPT. 6, 2019-UPDATED TITLE COMMITMENT 620045777 AMENDED 1 ON OR ABOUT FEBRUARY 8, 2021)

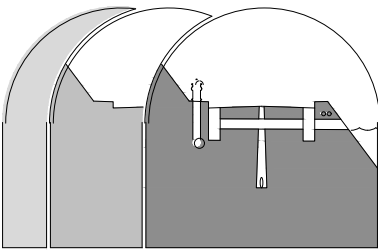


SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLANNED RESIDENTIAL DEVELOPMENT OF BRICKYARD PARK IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., AND THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY AND THAT I HAVE COMPLIED WITH THE PROVISIONS OF THE STATUTES AND REGULATIONS OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON.

MYLES J. STANDISH, PLS
CERTIFICATE No. 52089

DATE



Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES

P.O. Box 1705 • 1111 Cleveland Avenue, Suite 202
Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

AUDITORS CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M.,
AT THE REQUEST OF SOUND DEVELOPMENT GROUP, LLC, WITHIN THE RECORDS OF SKAGIT COUNTY
WASHINGTON, UNDER AUDITORS FILE NUMBER _____

SKAGIT COUNTY AUDITOR

DEPUTY

TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS
HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE, UP TO
AND INCLUDING THE YEAR OF 20____.

THIS _____ DAY OF _____, 20____

SKAGIT COUNTY TREASURER

DEPUTY

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE AREA NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON
ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID
IN FULL.

THIS _____ DAY OF _____, 20____

CITY TREASURER'S CERTIFICATE

APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____

CITY ENGINEER

APPROVED BY THE COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, THIS _____ DAY OF
_____, 20____

MAYOR

EXAMINED AND FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE. CONTROLS AND
APPROVED THIS _____ DAY OF _____, 20____

SEDRO-WOOLLEY PLANNING DIRECTOR

SHEET 1 OF 9

BRICKYARD PARK
A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
FILE NO. PRD #LP-2019-389

A PORTION OF THE NE 1/4 & THE SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP
35 NORTH, RANGE 5 E., W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON

OWNERS
BRICKYARD PARK, LLC

DATE: 4.7.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

BRICKYARD PARK
A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
A PORTION OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BRICKYARD PARK, LLC. OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED DO HEREBY CERTIFY THAT THE DECISION TO MAKE THIS PLAT WAS THEIR FREE AND VOLUNTARY ACT AND DEED AND DO DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND AVENUES, IF ANY, SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF , THE OWNERS AND SAID CORPORATIONS HAVE CAUSED THEIR SIGNATURES AND CORPORATE NAME TO BE HEREUNTO SUBSCRIBED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

BRICKYARD PARK, LLC

PLLT INVESTMENTS LLC, A MEMBER OF BRICKYARD PARK, LLC

BY: _____
TIMOTHY WOODMANSEE, MEMBER OF PLLT INVESTMENTS, LLC

BY: _____
PAUL WOODMANSEE, MEMBER OF PLLT INVESTMENTS, LLC

DPL INVESTMENTS LLC, A MEMBER OF BRICKYARD PARK, LLC

BY: _____
DAVID LINDSEY, MEMBER OF DPL INVESTMENTS, LLC

CEDAR HEIGHTS LLC, A MEMBER OF BRICKYARD PARK, LLC

BY: _____
JOSEPH WOODMANSEE, MEMBER OF CEDAR HEIGHTS, LLC

BY: _____
KIMBERLY WOODMANSEE, MEMBER OF CEDAR HEIGHTS, LLC

WASHINGTON FEDERAL BANK, N.A.

BY: _____
IAN CRAWFORD

TITLE: _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TIMOTHY WOODMANSEE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED BEFORE ME ON _____, 2021 A MEMBER OF PLLT INVESTMENTS, A MEMBER OF BRICKYARD PARK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOSEPH WOODMANSEE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED BEFORE ME ON _____, 2021 A MEMBER OF CEDAR HEIGHTS LLC A MEMBER OF BRICKYARD PARK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID LINDSEY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED BEFORE ME ON _____, 2021 A MEMBER OF DPL INVESTMENTS, A MEMBER OF BRICKYARD PARK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT PAUL WOODMANSEE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED BEFORE ME ON _____, 2021, A MEMBER OF PLLT INVESTMENTS, A MEMBER OF BRICKYARD PARK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIMBERLY WOODMANSEE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED BEFORE ME ON _____, 2021 A MEMBER OF CEDAR HEIGHTS LLC A MEMBER OF BRICKYARD PARK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____

STATE OF WASHINGTON)
)SS
COUNTY OF)

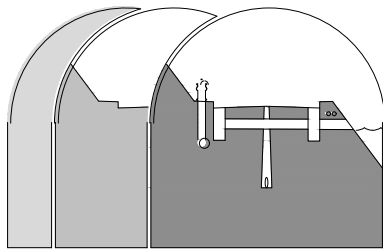
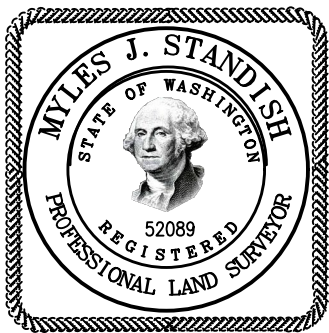
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT IAN CRAWFORD IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF WASHINGTON FEDERAL BANK, N.C., TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____, 2021.

SIGNATURE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES : _____

RESIDING AT : _____



Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
P.O. Box 1705 • 1111 Cleveland Avenue, Suite 202
Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

BRICKYARD PARK
A PLANNED RESIDENTIAL DEVELOPMENT PHASE 1
FILE NO. PRD #LP-2019-389

A PORTION OF THE NE 1/4 & THE SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 E., W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON

OWNERS
BRICKYARD PARK, LLC

DATE: 4.7.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

BRICKYARD PARK
A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
A PORTION OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389

GENERAL PLAT NOTES:

1. THE PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. SURVEY METHOD:
THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A "TRIMBLE S6", AND A TRIMBLE R8 DUAL FREQUENCY GPS RECEIVER, STANDARD ERROR DISTANCE +/- 2CM (+ 1 PPM), AND MEETS OR EXCEEDS STANDARDS AS SET FORTH IN W.A.C. CH. 332-130.
3. FOR ADDITIONAL SUBDIVISION INFORMATION SEE SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S NO. 200904100103.
4. DISTANCES SHOWN ARE IN FEET AND DECIMALS OF A FOOT. THE HORIZONTAL DATUM IS BASED UPON THE NORTH AMERICAN DATUM [NAD] 1983/1991ADJUSTMENT, GEOID 2012
5. SEWAGE DISPOSAL: CITY OF SEDRO-WOLLEY
STORM DRAINAGE: CITY OF SEDRO-WOLLEY
STREET STANDARD: CITY OF SEDRO-WOLLEY
WATER: SKAGIT COUNTY PUD NO. 1.
POWER: PUGET SOUND ENERGY
TELEPHONE: ZIPLY FIBER
GAS: CASCADE NATURAL GAS
TELEVISION CABLE: COMCAST CORPORATION
GARBAGE COLLECTION: CITY OF SEDRO-WOLLEY
6. EACH LOT WITHIN THIS SUBDIVISION MAY BE SUBJECT TO IMPACT FEES PAYABLE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONSTRUCTION SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING SEDRO-WOLLEY MUNICIPAL CODE.
7. EACH LOT WITHIN THIS SUBDIVISION ABUTTING THE PLATTED PARKLAND LOOP SHALL BE SUBJECT TO THE ADJACENT SEVEN FOOT TO PROVIDE FOR A PERMANENT SIDEWALK EASEMENT [SWK]. THIS EASEMENT IS TO BE USED TO LOCATE, CONSTRUCT, MAINTAIN, REPAIR AND USE A PERPETUAL RIGHT OF WAY FOR THE PUBLIC ACCESS AND WALKWAY, INCLUDING ALL APPURTENANCES THERETO. THIS EASEMENT IS ONLY APPLIED TO TRACT 900, LOTS 62-70, TRACT PH II, NE CORNER OF LOT 18 AND THE NW CORNER OF LOT 19. ALL OF THE REMAINING SIDEWALK SYSTEM RESIDE WITHIN PLATTED RIGHT OF WAY PER PLATTING ACTION. [NOTED AS SWK AN ABBREVIATION FOR SIDEWALK]
8. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS OR OTHER EXCEPTIONS AS DISCLOSED IN THE TITLE REPORT AS SHOWN ON SHEET 1 OF 1 UNDER "SCHEDULE "B."
9. THE HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND RESERVATIONS FOR THE "BRICKYARD PARK, A PLANNED RESIDENTIAL DEVELOPMENT" CC&R'S, WAS RECORDED UNDER SKAGIT COUNTY AUDITORS FILE No. _____
10. SETBACKS FOR THE LOTS ARE SHOWN ON THE PLAT MAP. ALL SETBACKS SHOWN ARE MINIMUM REQUIRED. TYPICAL SETBACKS ARE AS FOLLOWS:
FRONT WITH GARAGE 25'
FRONT NON GARAGE 10'
SIDE (1 AND 2 STORY) 5'
REAR 10'
- SETBACK EXCEPTIONS FOR LOTS AS FOLLOWS:
- A. LOTS 1-4, 48-51 WILL HAVE 20' FRONT SETBACKS WITH GARAGE AND 10' FRONT SETBACKS NON GARAGE. THESE SETBACKS WILL BE FROM THE EASEMENT LINES AS SHOWN ON PLAT MAP.
- B. LOTS 62-70 WILL HAVE A ZERO (0') REAR SETBACK THAT ABUTS THE TRACT 900 LOT AS SHOWN ON PLAT MAP.
- C. LOTS 1-3, 6-8, 13-16, 49-51, 53, 54, 59, 60 WILL HAVE ZERO (0') SIDE SETBACKS AS SHOWN ON THE PLAT MAP.
- D. LOTS 18, 19, 62, 70 ARE CORNER LOTS AND SHALL HAVE TWO TYPICAL FRONT SETBACKS AS NOTED ABOVE.
11. PERMANENT STORMWATER FACILITIES OUTSIDE OF THE ROAD RIGHT OF WAY SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION IN ACCORDANCE TO THE STORMWATER OPERATIONS AND MAINTENANCE MANUAL FOUND UNDER "EXHIBIT C" HELD WITHIN THE COVENANTS, CONDITIONS AND RESERVATIONS TO THE PLAT RECORDED UNDER

AUDITORS FILE NUMBER: _____

BRICKYARD PARK
STREET ADDRESSES

PHASE I

LOT NUMBER	STREET ADDRESS NUMBER	STREET NAME "PARKLAND LOOP"
1	730	PARKLAND LOOP
2	732	PARKLAND LOOP
3	734	PARKLAND LOOP
4	736	PARKLAND LOOP
5	738	PARKLAND LOOP
6	740	PARKLAND LOOP
7	742	PARKLAND LOOP
8	744	PARKLAND LOOP
9	746	PARKLAND LOOP
10	748	PARKLAND LOOP
11	750	PARKLAND LOOP
12	752	PARKLAND LOOP
13	754	PARKLAND LOOP
14	756	PARKLAND LOOP
15	758	PARKLAND LOOP
16	760	PARKLAND LOOP
17	762	PARKLAND LOOP
18	764	PARKLAND LOOP
19	766	PARKLAND LOOP
48	707	PARKLAND LOOP
49	705	PARKLAND LOOP
50	703	PARKLAND LOOP
51	701	PARKLAND LOOP
52	710	PARKLAND LOOP
53	712	PARKLAND LOOP
54	714	PARKLAND LOOP
55	716	PARKLAND LOOP
56	718	PARKLAND LOOP
57	720	PARKLAND LOOP
58	722	PARKLAND LOOP
59	724	PARKLAND LOOP
60	726	PARKLAND LOOP
61	728	PARKLAND LOOP
62	739	PARKLAND LOOP
64	741	PARKLAND LOOP
65	743	PARKLAND LOOP
66	747	PARKLAND LOOP
67	749	PARKLAND LOOP
68	751	PARKLAND LOOP
69	753	PARKLAND LOOP
70	755	PARKLAND LOOP
TRACT 900	763	PARKLAND LOOP

PUD UTILITY EASEMENT

EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS OR ASSIGNS, THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY ENABLING THE DISTRICT TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND MAINTENANCE OF A WATER, SEWER, ELECTRICAL, AND COMMUNICATION LINES AND/OR OTHER SIMILAR PUBLIC SERVICE RELATED FACILITIES. THIS INCLUDES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, REMOVE, RESTORE, ALTER, REPLACE, CHANGE THE SIZE OF, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME PIPE(S), LINE(S) OR RELATED FACILITIES, ALONG WITH NECESSARY APPURTENANCES FOR THE TRANSPORTATION AND CONTROL OF WATER, SEWER, ELECTRICAL AND ELECTRONIC INFORMATION ON FACILITIES OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID LANDS OF THE GRANTOR(S). THE GRANTOR(S) ALSO GIVES THE DISTRICT PERMISSION TO CUT, TRIM AND/OR REMOVE ALL TIMBER, TREES, BRUSH, OR OTHER GROWTH STANDING OR GROWING UPON THE LANDS OF THE GRANTOR(S) IN THE DESCRIBED EASEMENT FOR THE PURPOSES OF THE ACTIVITIES LISTED ABOVE, AS WELL AS THE RIGHT TO CUT, TRIM AND/OR REMOVE VEGETATION WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A MENACE OR DANGER TO SAID PIPE(S), LINE(S) OR RELATED FACILITIES, AND/OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE(S). THE GRANTOR(S) AGREES THAT TITLE TO ALL TIMBER, BRUSH, OTHER VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO THIS AGREEMENT IS VESTED IN THE DISTRICT.

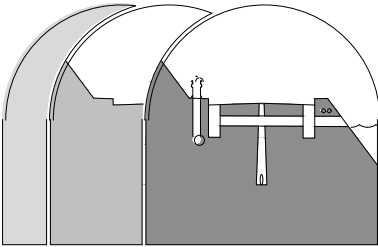
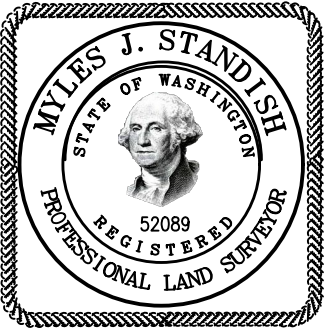
GRANTOR(S), ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE GENERAL MANAGER OF THE DISTRICT. GRANTOR(S) SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTOR'S PROPERTY SO AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER MAINTAINED UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE DISTRICT'S USE OF THE EASEMENT.

TRACT 900

TRACT 900 SHALL BY THIS FINAL PLAT RECORDING BE DEDICATED TO THE BRICKYARD PARK HOMEOWNERS ASSOCIATION FOR THE PURPOSE AS SET FORTH IN THE RECORDED HOMEOWNERS ASSOCIATION DECLARATION. ALL TRACTS SHALL BE SUBJECT TO UTILITY EASEMENTS GRANTED TO THE CITY OF SEDRO-WOLLEY, MAINTENANCE RESPONSIBILITIES WILL BE IN ACCORDANCE WITH THE BYLAWS OF THE HOMEOWNERS ASSOCIATION.

TRACT PH2

TO BE RESERVED BY OWNERS OF RECORD



Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES

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Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

BRICKYARD PARK

A PLANNED RESIDENTIAL DEVELOPMENT PHASE 1

FILE NO. PRD #LP-2019-389

A PORTION OF THE NE 1/4 & THE SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 E., W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON

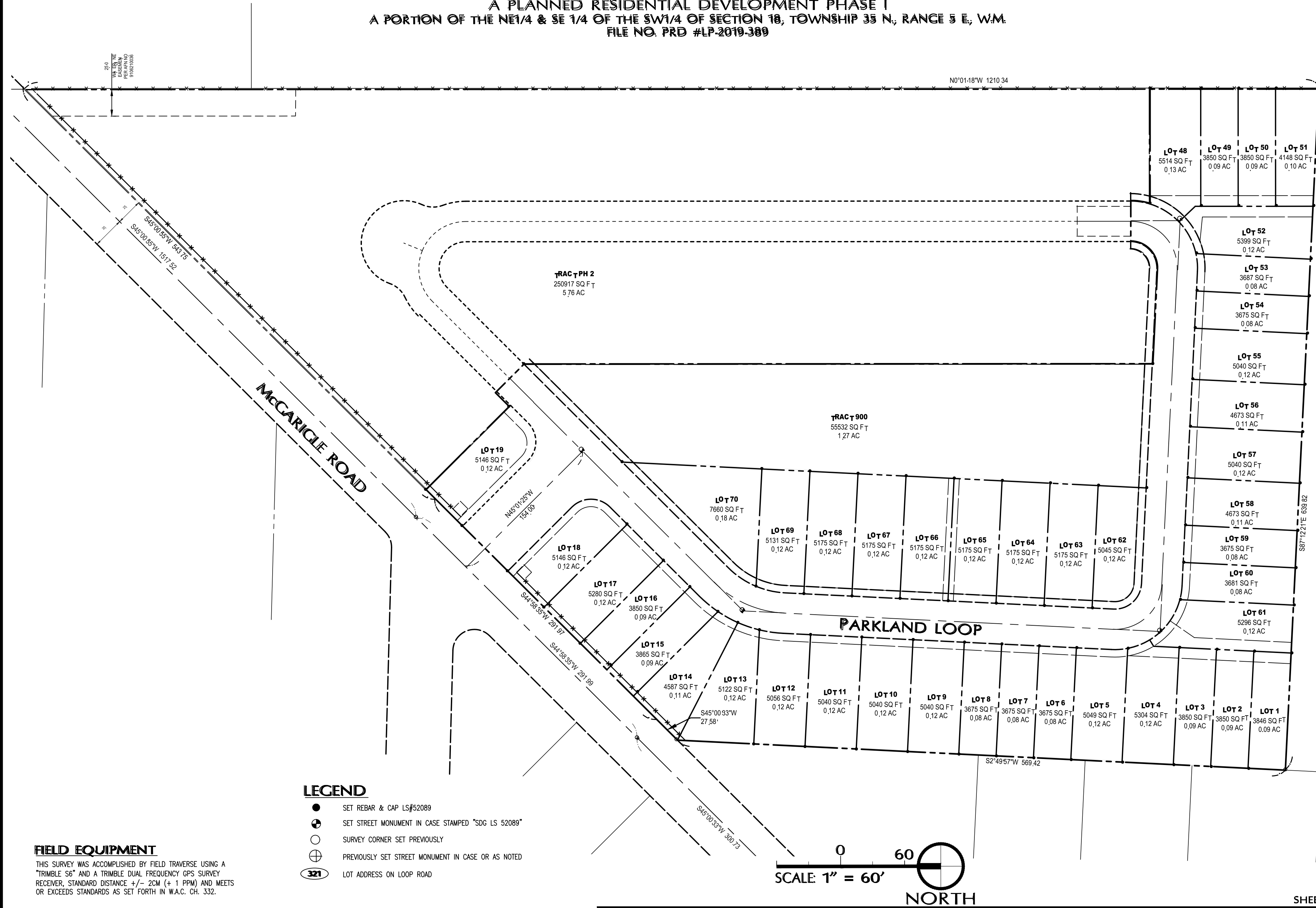
OWNERS
BRICKYARD PARK, LLC

DATE: 4.6.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

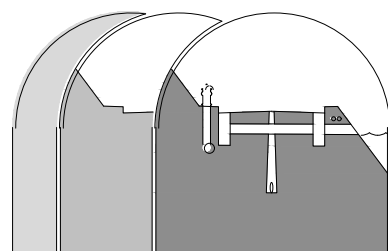
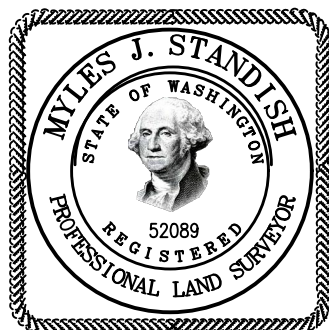
BRICKYARD PARK

A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
A PORTION OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389

SEE SHEET 5 FOR CONTINUATION



SHEET 4 OF 9



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OWNERS
BRICKYARD PARK, LLC

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BRICKYARD PARK

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A PORTION OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389

CARRIAGE ESTATES
MOBILE HOME PARK
BSP 8009

N0°01'18"W
1051.93'

UNPLATTED

25.0'
WA ERI NE
EASEMENT
PER AFN NO
9106210036

LEGEND

- SET REBAR & CAP LS#52089 UNLESS NOTED
- ⊕ SET STREET MONUMENT IN CASE STAMPED "SDG LS 52089"
- SURVEY CORNER SET PREVIOUSLY
- ⊕ PREVIOUSLY SET STREET MONUMENT IN CASE OR AS NOTED
- 321 LOT ADDRESS ON LOOP ROAD

UNPLATTED

McGARIGLE ROAD

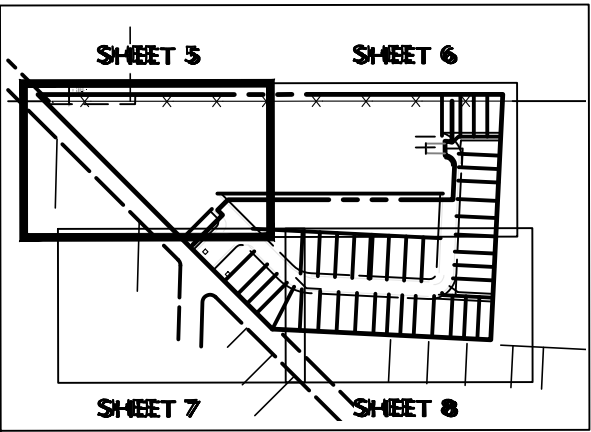
A 5' EASEMENT FOR
LANDSCAPING AND
FENCE MAINTENANCE
ADJACENT TO
McGARIGLE ROAD

PROPOSED
FENCING

TRACT PH 2
250917 SQ. FT.
5.76 AC

TRACT 900

SEE SHEET 6 FOR CONTINUATION



KEY MAP

FIELD EQUIPMENT

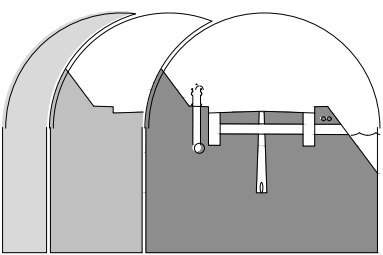
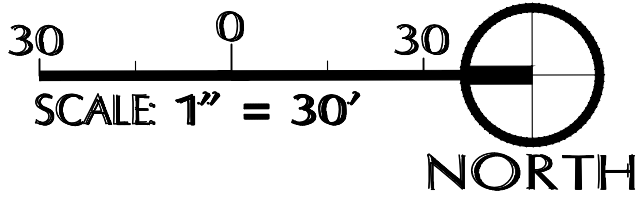
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BASIS OF BEARING

THE FOUND MONUMENTED CENTERLINE OF MCGARIGLE ROAD BEARS S 44°58'35" W AS SHOWN HEREON.

OCCUPATION NOTE

THIS SURVEY HAS DEPICTED EXISTING OCCUPATIONAL INDICATORS IN ACCORDANCE WITH W.A.C. CH. 332.130. THESE OCCUPATIONAL INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE OWNERSHIP. THE LEGAL RESOLUTION OF OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS BOUNDARY SURVEY.



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SEE SHEET 7 FOR CONTINUATION

SHEET 5 OF 9

BRICKYARD PARK

A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
FILE NO. PRD #LP-2019-389

A PORTION OF THE NE 1/4 & THE SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 E., W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON

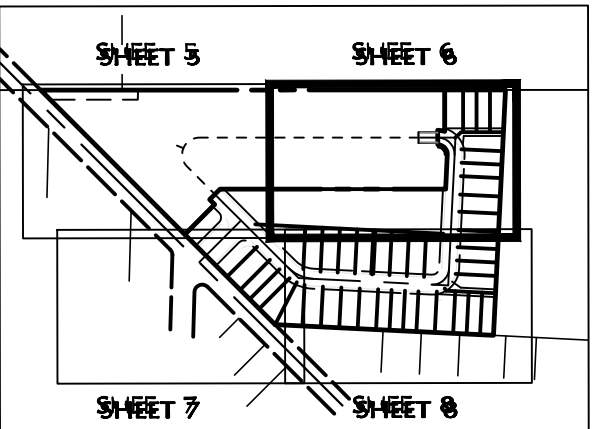
OWNERS
BRICKYARD PARK, LLC

DATE: 4.7.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

BRICKYARD PARK

A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
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FILE NO. PRD #LP-2019-389

CARRIAGE ESTATES
MOBILE HOME PARK
BSP 8009

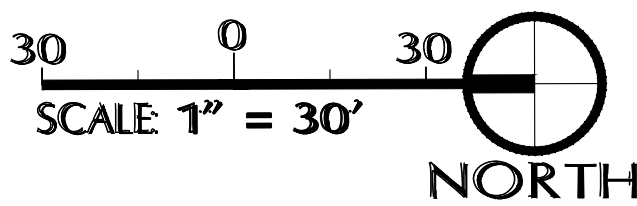


KEY MAP

SEE SHEET 4 FOR
CONTINUATION

LEGEND

- SET REBAR & CAP LS#52089 UNLESS NOTED
- ⊕ SET STREET MONUMENT IN CASE STAMPED "SDG LS 52089"
- SURVEY CORNER SET PREVIOUSLY
- ⊕ PREVIOUSLY SET STREET MONUMENT IN CASE OR AS NOTED
- 321 LOT ADDRESS ON LOOP ROAD



FIELD EQUIPMENT

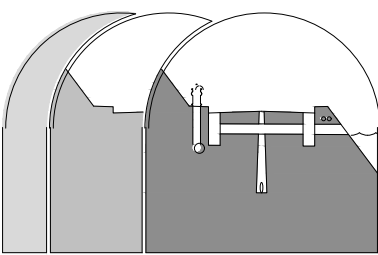
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BRICKYARD PARK

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FILE NO. PRD #LP-2019-389

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OWNERS
BRICKYARD PARK, LLC

DATE: 4.7.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

TRACT PH2

TRACT 900

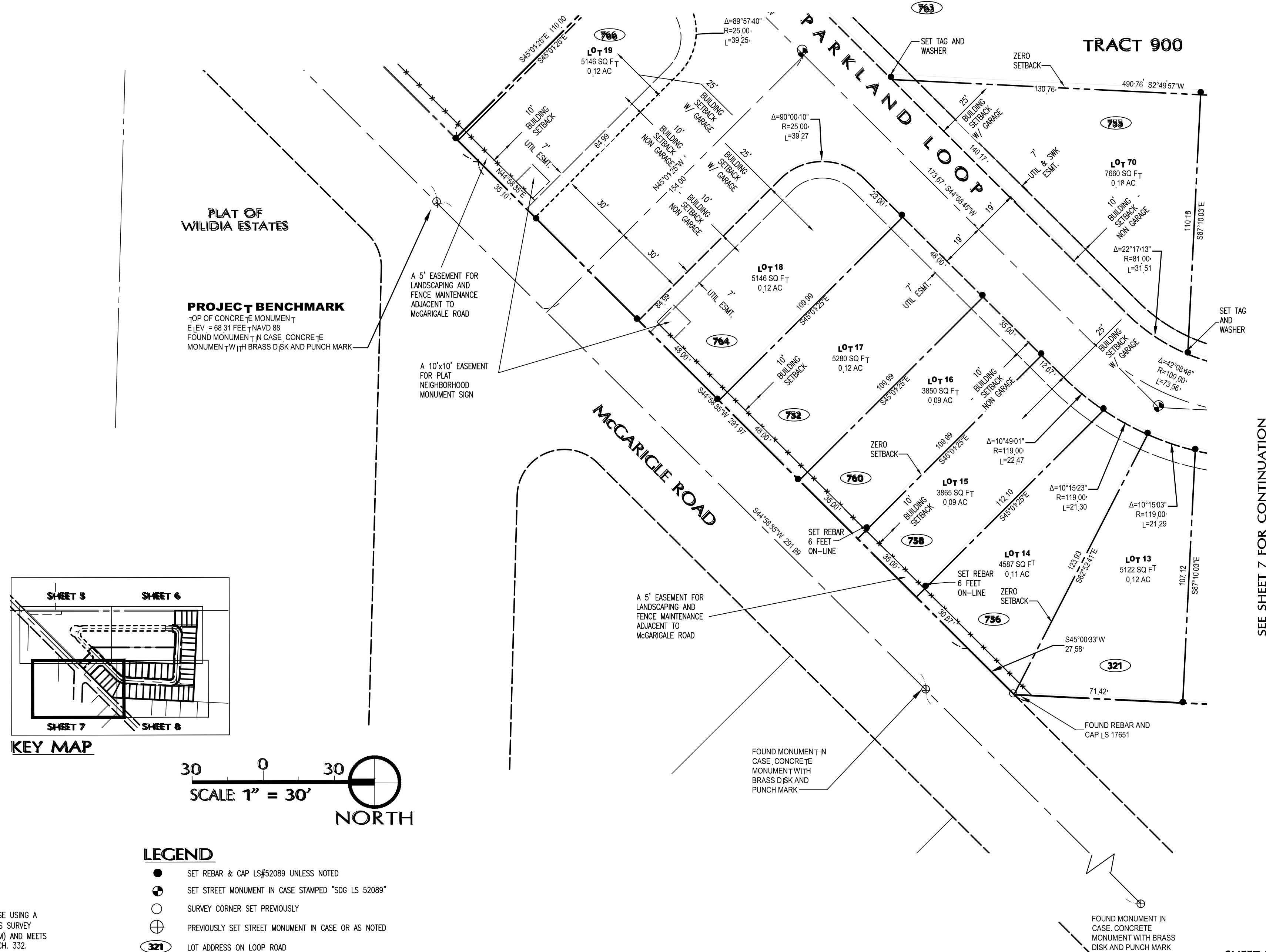
SEE SHEET 8 FOR CONTINUATION

SHEET 6 OF 9

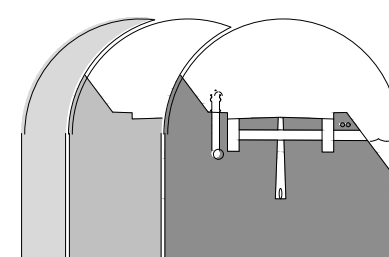
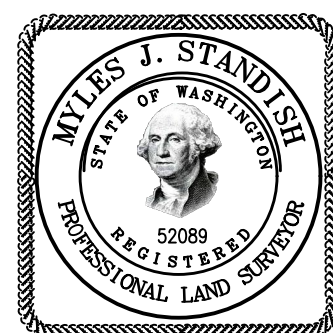
BRICKYARD PARK

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A PORTION OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 N., RANGE 5 E., W.M.
FILE NO. PRD #LP-2019-389



SHEET 7 OF 9



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A PLANNED RESIDENTIAL PHASE I
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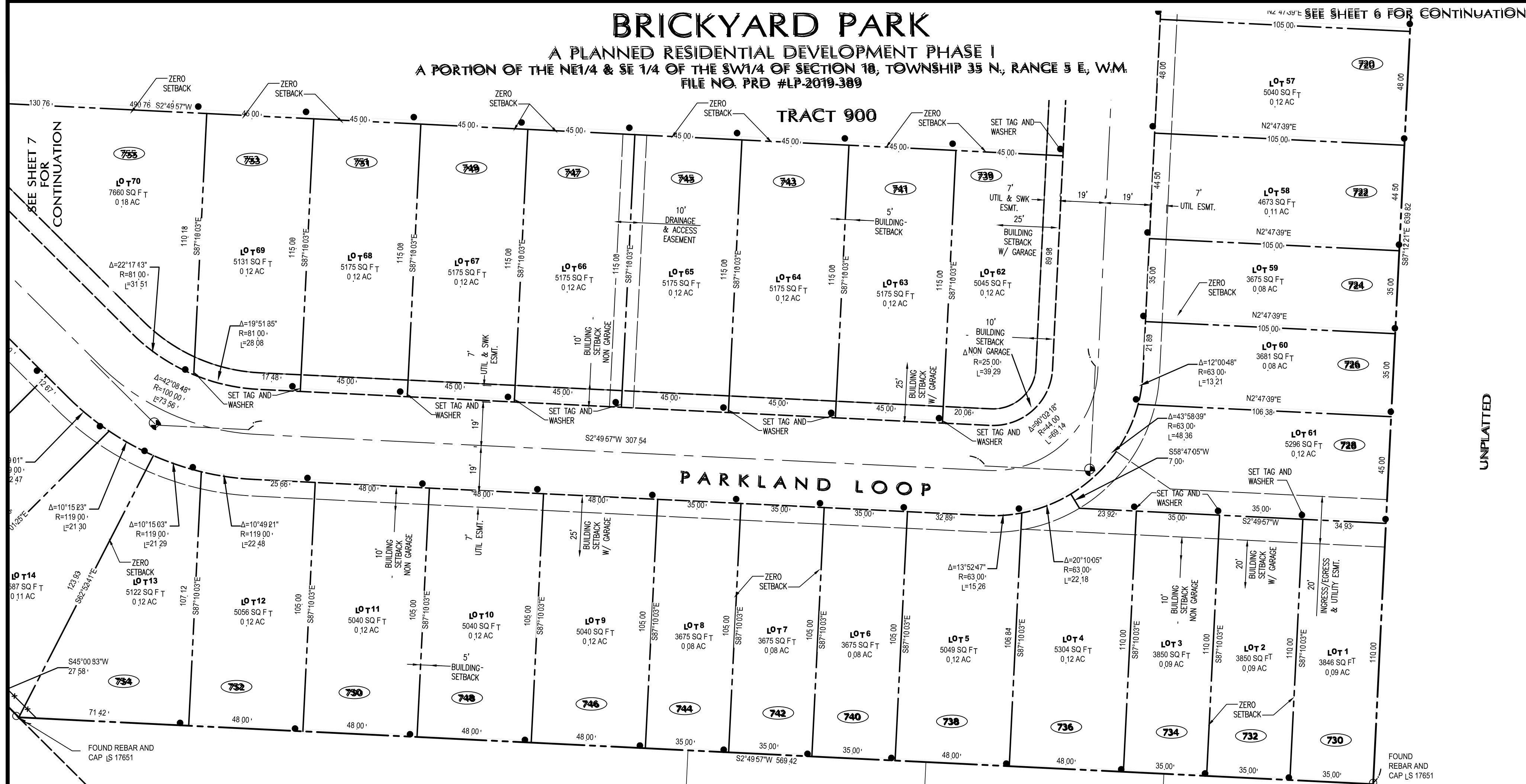
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OWNERS
BRICKYARD PARK, LLC

DATE: 4.8.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

BRICKYARD PARK

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FILE NO. PRD #LP-2019-389



LEGEND

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- ⊙ SURVEY CORNER SET PREVIOUSLY
- ⊕ PREVIOUSLY SET STREET MONUMENT IN CASE OR AS NOTED
- 321 LOT ADDRESS ON LOOP ROAD

FIELD EQUIPMENT

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BASIS OF BEARING

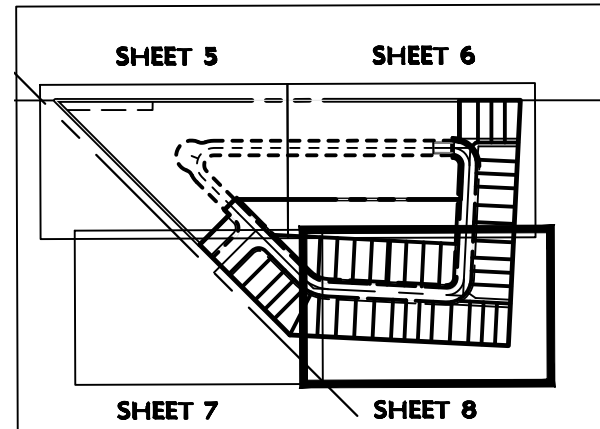
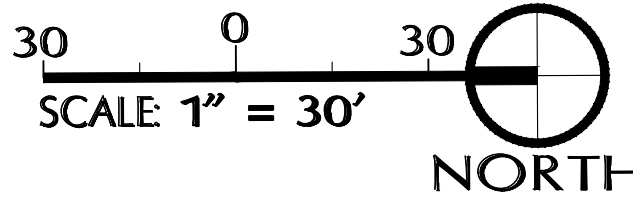
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KNOWLTON'S FIRST ADDITION



KEY MAP

SHEET 8 OF 9

BRICKYARD PARK

A PLANNED RESIDENTIAL DEVELOPMENT PHASE I
FILE NO. PRD #LP-2019-389

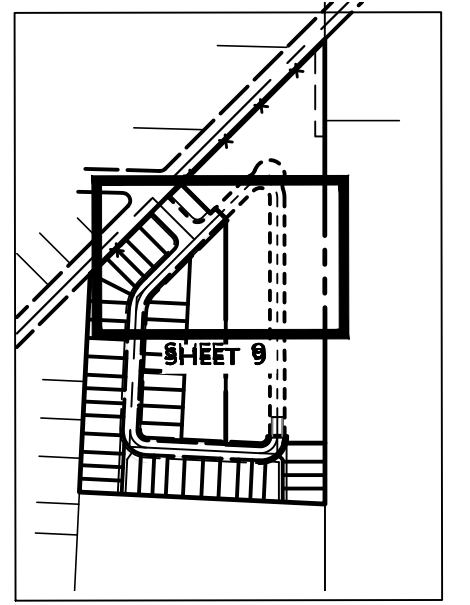
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OWNERS
BRICKYARD PARK, LLC

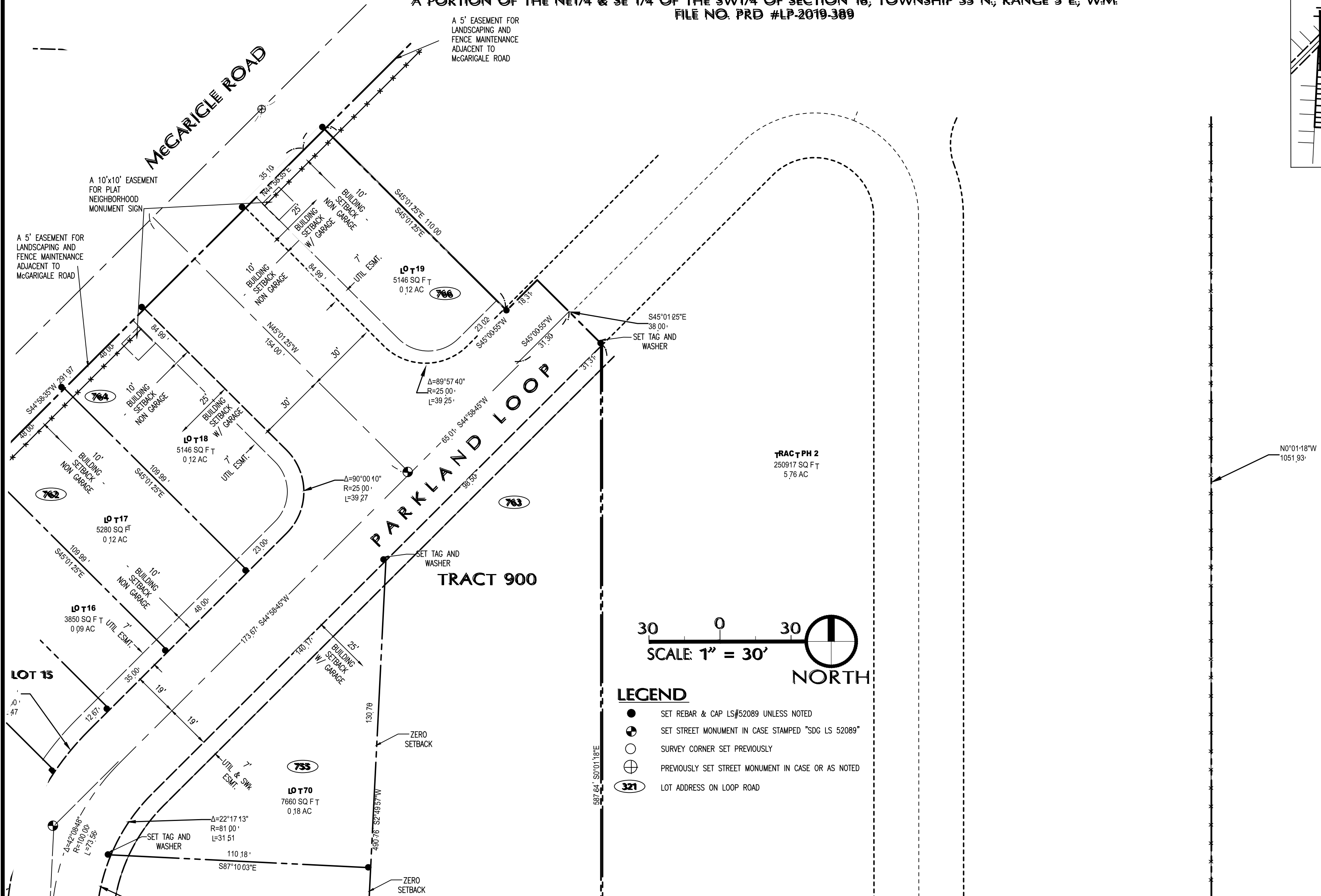
DATE:	4.6.21	BY:	MJS	SCALE:	AS NOTED
PROJECT NO.	19066			FILE:	19066P-D1.dwg

BRICKYARD PARK

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FILE NO. PRD #LP-2019-389



KEY MAP



FIELD EQUIPMENT

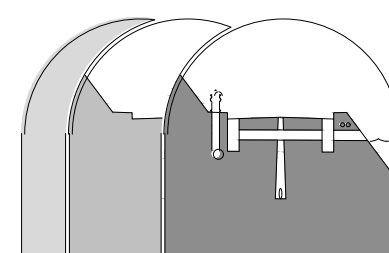
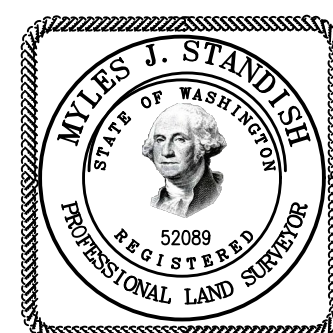
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BRICKYARD PARK		
A PLANNED RESIDENTIAL DEVELOPMENT PHASE I		
FILE NO. PRD #LP-2019-389		
A PORTION OF THE NE 1/4 & THE SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 E., W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON		
OWNERS BRICKYARD PARK, LLC		
DATE: 4.6.21	BY: MJS	SCALE: AS NOTED
PROJECT NO. 19066		FILE: 19066P-D1.dwg

Resolution _____-21

Attachment B

Findings, Conclusions and Recommendation of the Hearing Examiner

(See Resolution 1054-20 for complete exhibits to Recommendation)

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF SEDRO-WOOLLEY**

In the Matter of the Application of)	No. LP-2019-389
)	
Tim Woodmansee, BYK Construction)	Brickyard Park PP/PRD
Inc., on behalf of Brickyard Park, LLC)	
)	
)	
For Approval of a Preliminary Plat and)	FINDINGS, CONCLUSIONS,
<u>Planned Residential Development</u>)	AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends that the request for a preliminary plat to develop a 12.7-acre property in two phases as an 85-lot Planned Residential Development for residents 55 years of age and older, with 33 townhouse lots, 52 single-family lots, and associated improvements, on the south side of McGarigle Road, across from the east entrance of Independence Blvd, be **APPROVED**. Conditions are necessary to address specific impacts of the proposal.¹

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on March 24, 2020. The record was left open until March 27, 2020, to allow for the additional submission of comments.

Testimony:

The following individuals provided testimony under oath at the open record hearing:²

John Coleman, City Planning Director
Mark Freiburger, City Director of Public Works
Andrew L. Bratlien, Transportation Solutions, Inc.
Zach Wieben, P.E., Gibson Traffic Consultants
Tim Woodmansee, Applicant
Frank Bresnan, Sr.
Allen Emerson

¹ The Hearing Examiner also held an appeal hearing related to the Mitigated Determination of Nonsignificance issued for this proposal under the State Environmental Policy Act. The Hearing Examiner's decision denying the appeal is provided in a separate decision issued concurrently with this decision, following a consolidated hearing as required by Washington Administrative Code 197-11-680(3)(v), as detailed further below.

² The Hearing Examiner ruled that those providing testimony at the appeal hearing that immediately preceded the application hearing need not repeat their remarks. Accordingly, a summary of such testimony has been included in this decision. *Oral Ruling of the Hearing Examiner.*

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Larry Stiles
Marilyn Kenney
James Johnson
Linda Emerson
Bonnie Belles
Celeste Weaver
Bob Mataya
Margaret Miller

Exhibits:

The following exhibits were admitted into the record:

- A. City Staff Report
- B. Preliminary Plat Application, dated November 1, 2019
- C. Planned Residential Development Checklist, dated November 1, 2019
- D. Notice of Application and SEPA Comment Period, published November 18, 2019
- E. SEPA Notice of Threshold Determination Mitigated Determination of Nonsignificance (MDNS), dated January 13, 2020
- F. SEPA Notice of Threshold Determination Mitigated Determination of Nonsignificance (MDNS), dated January 29, 2020
- G. Notice of Public Hearing, published March 13, 2020
- H. Letter from Katelynn Piazza, SEPA Coordinator, Department of Ecology, to Katherine Weir, dated November 27, 2019
- I. Email from Brad Winder, Skagit Transit, to Katherine Weir, dated November 20, 2019
- J. Letter from Allen and Linda Emerson to Planning Department, dated December 2, 2019, with attachment; Letter from Allen and Linda Emerson to City Planning Department, dated November 26, 2019, with attachments
- K. Comment letters:
 - 1. Letter from Diane Celeste and Roger Weaver, dated December 2, 2019
 - 2. Letter from Robert Mataya to Planning Department, received December 2, 2019
 - 3. Letter from Frank A. Bresnan, Sr., dated December 2, 2019
 - 4. Letter from Mark and Kathryn Sutton to Planning Department, dated December 2, 2019
 - 5. Letter from Marilyn Kenney to Planning Department, dated November 27, 2019
 - 6. Letter from James L. Johnson to Planning Department, dated November 30, 2019
 - 7. Letter from Carl Lundstrom to Planning Department, received December 2, 2019
 - 8. Letter from Margaret Miller and Larry Stiles, received December 2, 2019
 - 9. Letter from Randie Wright to Planning Department, dated December 2, 2019
- L. SEPA Environmental Checklist, dated November 1, 2019
- M. Critical Areas Assessment Report, Essency Environmental, LLC, dated September 17, 2019
- N. Traffic Impact Analysis (TIA), Gibson Traffic Consultants, dated September 2019

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- O. TIA Review Memorandum, Transportation Solutions, Inc., dated October 4, 2019
- P. Citywide Transportation Concurrency Review, dated January 7, 2020
- Q. SEPA Threshold Determination Appeal, dated January 24, 2020
- R. Project Narrative, BYK Construction, undated
- S. Landscape Plan (Sheets L-1 through L-5), dated February 17, 2020
- T. Plat map (Sheets 1 of 7 through 7 of 7), dated February 14, 2020
- U. Street Parking Exhibit (Sheet Attachment 1), dated February 14, 2020
- V. Preliminary Stormwater Site Plan, dated October 18, 2019
- W. Water Availability Letter, dated October 15, 2019
- X. Sewer Department Letter, dated September 3, 2019
- Y. Comments from Frank A. Bresnan, Sr., with email string and attachments, received March 24, 2020

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

FINDINGS

Application and Notice

1. Tim Woodmansee, BYK Construction Inc. (Applicant), on behalf of Brickyard Park, LLC, requests approval of a preliminary plat to develop 12.7 acres in two phases as an 85-lot Planned Residential Development (PRD), with associated improvements, for residents 55 years of age and older. The proposal includes 52 single-family lots and 33 lots that could accommodate one townhome per lot. Phase one would include construction of an open space tract, a partial access road with a temporary turn-around, and 42 of the 85 proposed lots. Phase two would include development of the remaining 43 lots and completion of the looped access road. The property is located on the south side of McGarigle Road, across the street from the east entrance of Independence Blvd.³ *Exhibit A, Staff Report, pages 1 and 2; Exhibit B; Exhibit C; Exhibits R through U.*
2. The City of Sedro-Woolley (City) determined that the application was complete on November 14, 2019. On November 18, 2019, the City provided notice of the application and the State Environmental Policy Act (SEPA) comment period by mailing notice to all property owners within 500 feet of the property, posting notice on site, and publishing notice in the *Skagit Valley Herald*. On March 13, 2020, the City provided notice of the open record hearing associated with the application by mailing notice to all property owners within 500 feet of the subject property, posting notice on the subject property, and publishing notice in the *Skagit Valley Herald*. *Exhibit A, Staff Report, pages 1, 3, and 4; Exhibit D; Exhibit G.*

³ The property is identified by Tax Assessor Parcel No. 39374. *Exhibit A, Staff Report, page 1.* A legal description of the property is included with the preliminary plat map. *Exhibit T.*

3. The City received several written comments on the proposal from members of the public in response to its notice materials. The written comments generally expressed concerns about the potential traffic and safety impacts of the proposed development, particularly along McGarigle Road and Carter Road during peak pick-up and drop-off times for students of Evergreen Elementary School and Cascade Middle School. Several of the comments noted that these roads are already congested during these times. In addition to the potential traffic and safety impacts of the proposal, the following specific concerns were raised:
- Allen and Linda Emerson expressed concerns about the combined traffic impacts to Highway 20 from the proposed development and other potential development in the area. They also expressed concerns about the project's proposed density of homes and dedicated open space.
 - Diane Celeste and Roger Weaver expressed concerns about the number of proposed homes in relation to the project site and with potential flooding of Brickyard Creek.
 - Robert Mataya expressed concerns about the proposed development's impacts to the area's small-town atmosphere.
 - Marilyn Kenney expressed concerns about adequate walkable access for residents of the proposed development.
 - James L. Johnson expressed concerns about the proposed development's lack of amenities and lack of dedicated affordable housing. He also expressed concerns about the overall design of the proposed development.
 - Randie Wright expressed concerns about the density of homes in the proposed development.⁴

Exhibit A, Staff Report, page 4; Exhibit J; Exhibit K.

4. The City received two agency comments in response to its notice materials. The Washington State Department of Ecology (DOE) provided a written comment describing contaminated sites located within a one-mile radius of the project site. Skagit Transit provided a written comment noting that the proposed development for residents 55 years of age and older would increase the use of public transportation in the area. Skagit Transit requested that the project develop improvements to facilitate the placement of a bus stop at the entrance to the development. Specifically, it requested that the developer construct a 15-foot concrete pad running from the back of the street curb to the edge of the sidewalk, with the eastern edge of the pad to start 25 feet to the west of the proposed

⁴ As noted above, all the submitted written public comments expressed concerns about the proposed development's potential traffic impacts. In addition to the members of the public listed above, the following people submitted written comments expressing concerns about the traffic impacts of the proposed development: Frank A. Bresnen, Sr., Mark Sutton, Kathryn Sutton, Carl Lundstrom, Margaret Miller, and Larry Stiles. *Exhibit K.*

entrance to the development on the south side of McGarigle Road. *Exhibit A, Staff Report, page 4; Exhibit H; Exhibit I.*

State Environmental Policy Act

5. The City acted as lead agency and analyzed the environmental impacts of the proposal under SEPA, Chapter 43.21C Revised Code of Washington (RCW). The City reviewed the Applicant's environmental checklist and other information on file and determined that, with four conditions to mitigate impacts, the project would not have a probable significant adverse impact on the environment. These mitigation conditions require that the project comply with clean air regulations during construction, that all construction traffic use temporary access approved by the Public Works Department, that the Applicant pay police mitigation fees, and that lighting from the site be directed or shielded to prevent light impacts to neighboring residential properties. The City issued the Mitigated Determination of Nonsignificance (MDNS) on January 13, 2020. The City provided notice of the MDNS by sending notice to property owners within 500 feet of the property and publishing notice in the *Skagit Valley Herald*. Due to a procedural error, the City reissued the MDNS on January 29, 2020, with no changes to the mitigation conditions and extending the appeal deadline to February 12, 2020. The City provided notice of the reissued MDNS by sending notice to property owners within 500 feet of the property and publishing notice in the *Skagit Valley Herald*. The MDNS was timely appealed on January 27, 2020. *Exhibit A, Staff Report, pages 3 and 4; Exhibit B; Exhibit C; Exhibit E; Exhibit F; Exhibits L through P.*
6. The MDNS appeal hearing was consolidated with the open record application hearing and testimony concerning the appeal was heard prior to the application hearing. In summary:
 - Allen Emerson presented video footage showing the traffic conditions in the area during afternoon school pick-up times, showing vehicles backed up from the school and spilling out on the street accessing the school while waiting to pick up students. Mr. Emerson noted his safety concerns about vehicles idling while waiting to pick up students and his concerns about the adequacy of the Applicant's Transportation Impact Analysis (TIA) that was prepared for the project. *Testimony of Mr. Emerson.*
 - Larry Stiles testified that he has been an area resident for 30 years and has lived in his current location for 22 years. He noted his concern about pedestrian and vehicle safety along the McGarigle Road corridor, stating that a number of vehicles ignore the speed limit. Mr. Stiles stated that a choke point exists on the corridor at a crossing spot. He suggested developing an access point to the proposed development in a manner that would separate it from traffic along the McGarigle Road corridor. *Testimony of Mr. Stiles.*

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- Marilyn Kenney testified that she has lived in the area since 1999. She noted her safety concerns about parents using the McGarigle Road corridor to pick up students, stating that the parents appear distracted and in a hurry. Ms. Kenney also noted that several families with children have moved into the area, which has further impacted these traffic and safety issues. She stated her concerns about pedestrian safety for people using sidewalks and about the safety of students using bicycles. *Testimony of Ms. Kenney.*
- James Johnson testified that he has lived in his home for 25 years, is a teacher at Sedro-Woolley High School, and has previously worked with the Planning Commission. He noted that Carter Road gets a fair amount of traffic and is stunned to hear the assessment that the LOS on Carter is adequate. Mr. Johnson stated that Carter Road is a substandard road lacking adequate sidewalk access and that it is not designed to handle the amount of traffic using the road. He noted that he has concerns about pedestrian safety and that the TIA did not adequately address pedestrian safety. Mr. Johnson stated that pedestrian safety issues in the area around the school continue into the evening in light of afterschool activities. He also stated his concerns with the aesthetic and view impacts of the proposed development, as well as with traffic impacts on Sundays in light of a nearby Mormon church. On cross-examination, the City asked whether Mr. Johnson had raised these issues in the appeal letter, to which Mr. Johnson conceded that he did not raise the issue regarding traffic generated by the church. *Testimony of Mr. Johnson.*
- Linda Emerson testified that she has lived in her home for approximately 40 years and has seen an increase in traffic, particularly with the increase in school enrollment. She noted that area schools are beyond capacity. Ms. Emerson stated her concerns about the dangerous conditions at Carver Road and about the ability of residents exiting the proposed development to turn left onto McGarigle Road. She detailed the existing traffic conditions along the McGarigle Road corridor during school pick-up times, noting that traffic backs up onto the street. She also detailed issues with people being able to leave or return home during peak traffic times. *Testimony of Ms. Emerson.*
- Bonnie Belles testified that she lives directly across from the Evergreen Elementary School drop-off/pick-up area and that she works at the school. She noted her safety concerns, stating that several vehicles, including Skagit Transit busses, speed on the road and that she has almost been hit while crossing the road and while working as a crossing guard at the crosswalk. Ms. Belles also noted that people are unable to exit their driveways during school drop-off/pick-up times. She further noted that a left-turn signal on McGarigle Road would improve traffic congestion. Ms. Belles also expressed concerns about overgrown foliage creating safety issues by blocking views. *Testimony of Ms. Belles.*

- Celeste Weaver testified that she has lived in the area for 22 years, teaches at the elementary and middle schools, and agrees with all the witnesses who have already testified. She noted that a Mormon church in the area has morning classes that generate traffic. Ms. Weaver stated that she has not been able to turn left when coming home due to the line of cars congesting the street. She also noted her concerns with student safety. *Testimony of Ms. Weaver.*
- Margaret Miller submitted written testimony that expressed concerns about Gibson Traffic Consultants' February 14, 2020, memorandum. She noted that the video exhibit admitted at the appeal hearing showed a line of idling vehicles that caused backups on McGarigle Road, which she stated impacts public health and safety. Ms. Miller took issue with the memorandum's conclusion that traffic at the intersection of Carter Road and SR-20 was manageable and that congestion would occur with or without the proposed development. She recommended either diverting east, onto McGarigle Road, the traffic leaving the proposed development or reducing the number of units in the development. *Written Testimony of Ms. Miller.*
- Bob Mataya submitted written testimony that expressed his concerns about the traffic and safety impacts of the proposed development. He stated his objections to the methodology used by Gibson Traffic Consultants in its February 14, 2020, memorandum. Mr. Mataya also noted that the memorandum showed that vehicles traveling southbound at the intersection of Carter Road and SR 20 during the peak 15 minutes in the AM peak hour could experience LOS D conditions. He also identified other alleged deficiencies in the original TIA and in the February 14, 2020, memorandum. *Written Testimony of Mr. Mataya.*
- City Public Works Director Mark Freiburger testified that, after the City received the Applicant's TIA, it required the Applicant to pay for a peer review of the TIA by Transportation Solutions, Inc. (TSI). He also noted that TSI conducted a Citywide Transportation Concurrency Review later in the process. Mr. Freiburger stated that McGarigle Road was designed/rebuilt in 2008 and 2009 to address projected traffic conditions and its use as an arterial. He noted that a shared-use path exists on the north side of McGarigle with improved pedestrian facilities. Mr. Freiburger acknowledged that the intersection at SR-9 and McGarigle Road is busy but not unsafe, noting that further improvements will occur and were considered as part of the intersection's predicted LOS. He addressed concerns about overgrown foliage blocking views, noting that the City has been working with property owners to trim the foliage. Mr. Freiburger noted that review of a proposed development's traffic impacts is governed by LOS standards, which is the reason for requiring applicants to submit traffic studies. He stated that the City has no basis for hindering development if the development does not impact LOS. He also noted that required traffic impact fees contribute to improvements

that are necessary to facilitate growth. Mr. Freiburger agreed that the increased traffic from the proposed development would have an impact but that such impact is acceptable under the requirements of the municipal code. *Testimony of Mr. Freiburger.*

- TSI Consultant Andrew Bratlien testified that TSI provided a third-party peer review of the Applicant's TIA. He noted that he had also reviewed GTC's February 14, 2020, memorandum, which addressed concerns raised in the MDNS appeal, and that he had no objection to the methodology used or conclusions in it. Mr. Bratlien stated that, from a traffic operations perspective, the memorandum utilized a correct methodology and analysis. He further noted that the scope of both the TIA and the supplemental study was to identify any significant adverse impacts from cumulative development in the area and that no significant adverse impact was found to exist when considering such development, including the current proposal. *Testimony of Mr. Bratlien.*
- City Planning Director John Coleman testified in response to concerns about idling from vehicles waiting to pick up students, noting that this appeal involves the proposed development, which would not be the cause of idling vehicles. Mr. Coleman detailed the City's efforts to review the traffic impacts of the proposed development, which included reviewing the Applicant's TIA, the third-party peer review of the TIA, and TSI's memorandum, Citywide Transportation Concurrency Review. He stated that all of the traffic studies determined that the proposed development would not cause LOS standards to drop below acceptable levels. *Testimony of Mr. Coleman.*
- Gibson Traffic Consultants Engineer Zach Wieben testified on behalf of the Applicant and detailed aspects of the TIA, explaining the PM peak-hour analysis. He noted that planned improvements to the intersection of SR-9 and McGarigle Road would be required for the intersection to operate at an acceptable LOS in the future. Mr. Wieben stated that the Applicant would be required to pay traffic impact fees that would help fund transportation improvements. He noted that the TIA included an analysis of safety issues that included review of five and a half years of collision data, which showed that the area did not have high collision rates. Mr. Wieben stressed that the purpose of the TIA is to identify LOS deficiencies. He stated that he drafted the February 14, 2020, memorandum in response to the issues raised in the appeal. Mr. Wieben stated that WSDOT would not allow the proposed development to have access from SR-20. He also stated that area schools have the ability to mitigate impacts from the student drop-off/pick-up times. Mr. Wieben explained that GTC does not have the expertise to address concerns about air pollution generated by idling vehicles. He asserted that the Appellant has not presented any specific data that would change the conclusions set forth in the TIA. *Testimony of Mr. Wieben.*

- Applicant Tim Woodmansee testified that he is the owner of BYK Construction, Inc., and Brickyard Park, LLC. He noted that he shares the Appellant’s concerns regarding traffic and safety in regard to area schools’ student drop-off/pick-up times, which is why the Applicant paid for an additional study to address the concerns. Mr. Woodmansee stated that the additional study did not provide any additional information but, rather, merely confirmed that the TIA was correct. He noted that the all of the traffic studies show that traffic will continue to operate at acceptable standards after the proposed development is complete. *Testimony of Mr. Woodmansee.*

Hearing Examiner Decision, Emerson MDNS Appeal, issued April 9, 2020.

7. In a decision issued concurrently with this decision, the Hearing Examiner denied the appeal of the City’s SEPA determination, concluding that substantial evidence in the record supported the City’s decision to issue an MDNS for the proposal. *Hearing Examiner Decision, Emerson MDNS Appeal, issued April 9, 2020.*

Comprehensive Plan, Zoning, and Surrounding Property

8. The property is designated Residential 7 (R-7) under the City’s Comprehensive Plan. The purpose of the designation is to allow “single lot developments to a maximum density of seven units per acre, with a minimum lot size of six thousand (6,000) square feet [and] planned residential developments (PRDs) with varying residential densities as a conditional use.” *City Comprehensive Plan, pages 31 and 32.* City staff identified the following Comprehensive Plan goals and policies as relevant to the proposal:
 - Policy LU5.7: Recognize the rights of property owners to freely use and develop private property consistent with city regulations.
 - Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas.
 - Policy T6.2: Ensure that growth mitigates its impacts through transportation impact fees, SEPA mitigation, concurrency, and development regulations.
 - Goal T7: To provide an adequate transportation system current with the traffic-related impacts of new development.
 - Policy T7.1: Maintain the adopted Level of Service (LOS) standard for all roadways classified as arterials or state highways.
 - Policy H2.1: Encourage affordable housing for the elderly. As an alternative, the elderly should be accommodated in safe, well-maintained multiple-unit structures.
 - Policy H3.1: Require usable outdoor recreation space as part of all residential developments.
 - Policy H3.7: Allow planned residential developments (PRD’s) within the R7 and R5 land use designation as a conditional use. PRD developments are characterized by a variety of housing products and provide indoor and outdoor common space for residents.

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City staff reviewed the Applicant's proposal and determined that, with conditions, it would be consistent with the City Comprehensive Plan. *Exhibit A, Staff Report, pages 6 and 7.*

9. The property is located in the Residential 7 (R-7) zoning district. The R-7 zone "includes the portion of Sedro-Woolley platted over a hundred years ago" and is "characterized by a grid street system and small lots." *Sedro-Woolley Municipal Code (SWMC) 17.12.005.* The intent of the R-7 zone is to "encourage the continuation of this traditional pattern." *SWMC 17.12.005.* Single-family residential development is permitted outright in the R-7 zoning district, and PRDs are allowed in the R-7 zoning district as a conditional use. Detached townhouses on individual lots developed through a PRD are an allowed residential use in the R-7 zone. *SWMC 17.12.010.A.1; SWMC 17.12.010.B.1; SWMC 17.43.030.A. Exhibit A, Staff Report, pages 1, 2, and 5.*
10. Chapter 17.12 SWMC provides requirements related to bulk restrictions, minimum lot size, maximum density, and maximum lot coverage generally applicable to development in the R-7 zone. Chapter 17.43 SWMC provides alternative standards applicable to development through a PRDs. The purpose of the PRD development standards is "to create open space in residential developments and to encourage imaginative site and building design that exceeds the minimum standards found in the subdivision regulations . . . by permitting greater flexibility in zoning requirements than is permitted by other sections of this title." *SWMC 17.43.010.* PRDs are permitted on property measuring three acres or greater. *SWMC 17.43.060.A.* *SWMC 17.43.060.B.2* provides that single-family lots created through a PRD in the R-7 zoning district may be a variety of sizes, provided that no lot is less than 4,800 square feet, except that 50 percent of the single-family lots may be as small as 4,000 square feet. The Applicant proposes that the 52 single-family lots range in size from 4,673 to 14,090 square feet. *SWMC 17.43.060.B.4* provides a minimum lot size of 2,500 for townhouse units that are on their own platted lot and have a unit on either side of the lot, and a minimum lot size of 3,000 square feet for lots at the end of a townhouse row. The Applicant proposes 33 zero lot line townhouse lots varying in size from 3,675 to 5,122 square feet. *Exhibit A, Staff Report, pages 7 through 10; Exhibit R; Exhibit T.*
11. *SWMC 17.43.060.E* provides that setback requirements for lots within a PRD comply with the setback requirements for the underlying zone but it permits alternate setbacks if specified in the PRD approval. The Applicant proposes a reduction to the second front setback on corner lots, a reduction in the garage setback on certain lots accessing off a private shared driveway, and a reduction in the side setbacks for all two-story building lots. City staff reviewed the proposal, recommended approval of the proposed reduced setbacks, and determined that, with conditions, the proposal would comply with the PRD

development standards. Additionally, SWMC 17.43.080.A⁵ requires that the Applicant achieve two or more enumerated design criteria for PRD approval. City staff reviewed the Applicant's plat map and landscape plan and determined that the proposal would meet these criteria by orienting the lots around a large open space tract in a manner achieving a high quality placement and orientation of structures and by achieving the allowable density for the subject property. Compliance with building design standards would be reviewed at the building permit stage. *Exhibit A, Staff Report, pages 7 through 10; Exhibit R; Exhibit T.*

12. The subject property is bound on the north by McGarigle Road. Property to the north of the site is zoned R-5 and is developed with single-family residences. Property to the east and west of the site is zoned R-7 and is developed with single-family residences. Property to the south of the site is zoned mixed commercial and is developed with self-storage lots. *Exhibit A, Staff Report, page 2.*

Critical Areas

13. Essency Environmental, LLC, prepared a Critical Areas Report (CAR) for the Applicant, dated September 17, 2019. Brickyard Creek, a Type 2 watercourse with a standard 200-foot buffer, is located north of the project site. The CAR concluded that the buffer for Brickyard Creek does not extend into the project site and that no other streams or stream buffers are located on or in the vicinity of the project site. The CAR also concluded that the project site does not contain any wetlands, wetland buffers, riparian corridors, aquifer recharge areas, fish and wildlife conservation areas, flood hazard areas, or geological hazard areas. *Exhibit M.*

Stormwater

14. Sound Development Group, LLC, prepared a Preliminary Stormwater Site Plan for the Applicant, dated October 18, 2019. The Site Plan noted that stormwater from the site currently sheetflows across the site to natural low areas before infiltration, with no discharge or flowpath/conveyance discovered during the site inspection. The proposed development would result in 5,000 square feet or more of new hard surface area. Stormwater runoff from the proposed looped road and from 72 of the driveways would be captured and conveyed to an underground infiltration trench within the center park area, which would be designed to infiltrate fully. Stormwater runoff from three shared access roads and 13 associated driveways would be captured through the permeable pavement access roads. Proposed rooftops would discharge to infiltration trenches. The proposed

⁵ Specifically, SWMC 17.43.080.A provides that the design of the PRD shall achieve two or more of the following results: (1) high quality architectural design, placement, relationship or orientation of the structures; (2) achieving the allowable density for the subject property; (3) improving circulation patterns; (4) minimizing the use of impervious surfacing materials; (5) increasing open space or recreational facilities on site; and/or (6) preserving, enhancing or rehabilitating the natural features of the property such as significant woodlands or critical areas.

development would not discharge any stormwater runoff off-site. The Site Plan concluded that increased stormwater runoff from hard surfaces would be mitigated by the proposed localized infiltration systems, and thus, the resulting stormwater impact of the proposed development would be negligible. *Exhibit V.*

Trees and Landscaping

15. SWMC 17.50.110 requires significant existing trees on a site to be incorporated into the landscaping design. The CAR prepared for the Applicant determined that there were no existing trees on the project site. PRDs are required to provide a minimum of 20 percent of the gross site area for common open space or, as applicable to this proposed development, a minimum of 10 percent of the gross site area if the 100 percent of the open space provided would be “usable open space.” *SWMC 17.43.060.H.* The Applicant would meet this requirement by providing a 55,532 square foot shared usable open space tract for the 553,212 square foot site. City staff reviewed the Applicant’s landscape plan and determined that, with conditions, it would comply with City code requirements and requirements under the Sedro-Woolley Design Standards and Guidelines for recreation areas. *Exhibit A, Staff Report, page 9; Exhibit S.*

Utilities

16. The City would provide sewer, garbage, stormwater, police, and fire services to the property. The City Sewer Department provided the Applicant with a letter noting the requirements for City sanitary sewer service to the property. Skagit County PUD would provide water service to the property. Skagit County PUD provided the Applicant with a water availability letter detailing the requirements for water service to the property. Puget Sound Energy would provide electricity service. Cascade Natural Gas would provide natural gas service. The property would be served by Peace Health Hospital. *Exhibit A, Staff Report, page 3; Exhibit W; Exhibit X.*

Access, Parking, and Traffic

17. The Applicant’s site plans show that all the lots in the proposed subdivision would be accessed from McGarigle Road via an internal looped road that would be dedicated to the City as a public right-of-way at the time of final plat approval. Access to all of the individual lots would be from the internal road. The Applicant would include frontage improvements to the internal road to include curb, gutter sidewalk, planting strips with street trees, and any required pavement overlay and striping. Due to the proposed road’s paved width of 38 feet, street parking would be allowed on only one side of the road. The proposed internal road would be developed in two phases. A portion of the road would be developed in phase one and would utilize a temporary turn-around prior to the loop being completed during phase two. The temporary turn-around would be required to be approved by the City engineer for compliance with City standards. The Applicant’s project narrative noted that construction for phase one of the project would begin when phase one is approved and recorded. The Applicant anticipates that phase two would

begin within 1 to 6 years of phase one, with a goal of beginning phase two within 12 to 16 months of recording the final plat for phase one. City Staff reviewed the Applicant's proposal for the internal road and concluded that, with conditions, it would meet the street and sidewalk requirements of Chapter 15.40 SWMC, Chapter 17.36 SWMC, and the current City Engineering Design & Development Standards. Any significant changes to the project design, including the design of the temporary turnaround or specific details regarding phasing, would require further administrative approval by the City. *Exhibit A, Staff Report, pages 8 and 9; Exhibit R; Exhibit T; Exhibit U.*

18. SWMC 17.36.030 requires that single-family residences provide two off-street parking spaces per dwelling unit. City staff reviewed the Applicant's site plans and determined that the lots are of a sufficient size and layout to meet this requirement. SWMC 17.43.060.G requires PRDs to provide one on-street parking space for every four units. The Applicant has submitted a parking plan showing that the proposal would meet this requirement. *Exhibit A, Staff Report, page 10; Exhibit S; Exhibit T; Exhibit U.*
19. As noted above, Gibson Traffic Consultants prepared a TIA for the Applicant, dated September 2019. The TIA determined that, as an age-restricted development, the proposed development would generate approximately 344 average daily trips, with 19 AM peak-hour trips and 24 PM peak-hour trips. The TIA also calculated the traffic impacts of the proposed development if not age-restricted, determining that it would generate approximately 730 average daily trips, with 53 AM peak-hour trips and 70 PM peak-hour trips. The TIA studied the expected traffic impacts of the proposal to the intersection at SR-9 and McGarigle Road and the intersection at McGarigle Road and Fruitdale Road, as well as the intersection at McGarigle Road and Independence Road, which would serve as the access point for the proposed development. Using the trip generation data under the unrestricted development scenario, the TIA concluded that all of the studied intersections would continue to operate at acceptable levels of service (LOS) with the proposed development when accounting for a planned improvement project affecting the intersection at SR-9 and McGarigle Road.⁶ The TIA calculated the 5-year collision rate at the studied intersections and, based on its calculations, did not recommend any further safety measures. The TIA noted that there were no reported collisions along the development site's frontage. The Applicant would be required to pay traffic impact fees. *Exhibit N; Exhibit O; Exhibit P.*
20. Transportation Solutions, Inc. (TSI) provided a peer review of the Applicant's TIA for the City, which agreed with the TIA's conclusions. TSI also prepared a memorandum describing the methods, assumptions, and findings of the Sedro-Woolley Citywide Transportation Concurrency Review, dated January 7, 2020. The Citywide Transportation Concurrency Review provided an analysis of City intersections, predicting

⁶ The TIA noted that, without the planned improvement project, the intersection at SR-9 and McGarigle Road would be projected to operate at LOS F with or without the proposed development. *Exhibit N.*

LOS conditions from pending developments, including the Applicant's proposed development, and concluding that the intersection at McGarigle Road and Carter Road would continue to operate at an acceptable LOS with all pending development. The Concurrency Review also concluded that the McGarigle Road corridor from SR-9 to Fruitdale Road would have adequate capacity and would operate at an acceptable LOS with all pending developments. *Exhibit N; Exhibit O; Exhibit P.*

Testimony

21. City Planning Director John Coleman testified generally about the proposal and how City staff reviewed it for consistency with the City's Comprehensive Plan and its compliance with zoning ordinances, as discussed above. He discussed the Applicant's proposed stormwater plans, noting that it would comply with the Washington State Department of Ecology (DOE) 2012 Stormwater Management Manual for Western Washington. Mr. Coleman noted that the Applicant's proposed plans for a Homeowner's Association (HOA) would require approval by the City Planning Department prior to recording of the final plat. *Testimony of Mr. Coleman.*
22. Applicant Tim Woodmansee testified that the proposed PRD would include 33 townhouse lots, 52 single-family lots, a usable open space tract, and a clubhouse. He detailed the proposed plans for comprehensive HOA that would govern several of the development's various improvements. Mr. Woodmansee also detailed aspects of the proposed stormwater plan. He stated his agreement with the City's recommended conditions of approval. *Testimony of Mr. Woodmansee.*
23. Frank Bresnan, Sr. testified about his concerns with the potential traffic impacts of the proposed development and submitted additional written comments detailing his concerns (Exhibit Y). *Testimony of Mr. Bresnan.*

Staff Recommendation

24. Mr. Coleman testified that City staff recommends approval of the proposal, with conditions. *Exhibit A, Staff Report, page 10; Testimony of Mr. Coleman.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner is granted jurisdiction to hear and recommend applications for preliminary plats pursuant to SWMC 16.08.024. This review entails the Hearing Examiner ensuring that the proposed plat, or revisions to it, would satisfy the criteria of Chapter 58.17 RCW. *SWMC 16.08.024. See also SWMC 2.34.080.C; SWMC 2.90.060.F.2.d.*

Criteria for Review

Planned Residential Development

Following a public hearing, the Hearing Examiner shall make a report of findings and recommendations with respect to the proposed PRD, and shall forward the report to the city council. Such report shall include, but need not be limited to, the following items:

1. Suitability of the site area for the proposed development;
2. Requirements of the subdivision code for the proposed development;
3. Time limitations for the entire development and specified stages;
4. Development in accordance with the Sedro-Woolley comprehensive plan;
5. Public purposes have been served by the proposed development;
6. Compliance with the design standards and guidelines.

SWMC 17.43.070.E.

Preliminary Plat

Under SWMC 16.08.028, the effect of preliminary plat approval is as follows:

- A. Approval of the preliminary plat shall constitute authorization for the subdivider to develop the subdivision facilities and improvements as required in the approved preliminary plat upon issuance of the final plat. Development shall be in strict accordance with the plans and specifications as prepared or approved by the city engineer and subject to any conditions imposed by the hearing body.
- B. No subdivision requirements which become effective after the approval of a preliminary plat for a subdivision shall apply to such subdivision unless the hearing body determines that a change in conditions created a serious threat to the public health or safety.
- C. Preliminary plat approval is valid for five years unless extended pursuant to SWMC 16.08.064.

The state subdivision criteria are as follows:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislature body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that [ensure] safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

RCW 58.17.110(2).

The criteria for review adopted by the City Council are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040

*Findings, Conclusions, and Recommendation
City of Sedro-Woolley Hearing Examiner
Brickyard Park Preliminary Plat/PRD
No. LP-2019-389 (PRD Application)*

mandates that local jurisdictions review proposed development to ensure consistency with City development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings
Planned Residential Development

1. **With conditions, the proposal would comply with the requirements for a Planned Residential Development under SWMC 17.43.070.E.** The approximately 12.7-acre property is suitable site area for the proposed PRD because it exceeds the 3-acre minimum size required for a PRD. The Hearing Examiner concurs with City staff's recommendation to approve the Applicant's request for reduced setbacks to the second front setback on corner lots, garage setback on certain lots accessing off a private shared driveway, and side setbacks for all two-story building lots. With approval of the Applicant's requests for reduced setbacks, the proposed development would comply with the development standards for PRDs under Chapter 17.43 SWMC. The Applicant would develop the property in two phases. The Applicant anticipates that construction for phase one would begin when it is approved and recorded and that phase two would begin within 1 to 6 years of phase one, with a goal of beginning phase two within 12 to 16 months of recording the final plat for phase one. With recommended conditions, the proposed development would be consistent with the City Comprehensive Plan. The proposed development would ensure that the Applicant would comply City regulations, would meet the heightened design standards for PRDs, would be required to pay traffic impact fees, would be required to comply with SEPA mitigation measures as set forth in the MDNS, would maintain adopted LOS standards, and would develop the required amount of usable open space. Additionally, the proposed development would serve a public purpose by providing housing for individuals of the age of 55 and older. Conditions, as detailed below, would be necessary to ensure that the proposed development would meet the PRD requirements. Accordingly, the Hearing Examiner recommends approval of the proposed PRD with the conditions detailed below. *Findings 1, 8 – 24.*

Preliminary Plat

2. **With conditions, the preliminary plat would comply with RCW 58.17.110(2).** The Applicant submitted plans that ensure that, as proposed, the subdivision would meet all requirements for plat approval under the municipal code. City staff analyzed the proposal to develop the age-restricted PRD and determined that appropriate provisions would be made for the public health, safety, and general welfare; and for such open spaces, drainage ways, streets or roads, alleys, other public ways; transit stops; potable water supplies; sanitary wastes; parks and recreation; and playgrounds, schools, and schoolgrounds, including sidewalks and other planning features that ensure safe walking conditions for students who walk to and from school. Staff also determined that the public use and interest would be served by the platting of such subdivision and dedication. The Hearing Examiner concurs with staff's assessment.

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Conditions, as detailed below, are necessary to ensure that the Applicant adheres to all requirements of the MDNS; constructs all improvements consistent with the preliminary plat map and landscape plan; completes required infrastructure improvements prior to final plat application; creates a homeowners' association to maintain common facilities on site, including the stormwater system, recreation area tract, and shared driveways; submits a final plat map to the City for review and approval after site improvements are completed, approved, and/or financially secured; receives final plat approval for phase one and phase two of development; includes in civil plans the temporary turn-around for phase one, the demolition plans for the turn-around, the completed road plans for phase one, and all other improvements for final plat approval; and dedicates all roads as public rights-of-way at the time of final subdivision approval. *Findings 1 – 24.*

2. **With conditions, the proposed subdivision would be consistent with City development regulations, considering land use type, development level, infrastructure, and development characteristics, such as development standards, as required by RCW 36.70B.040.** The City provided adequate notice and opportunity to comment on the proposed preliminary plat. The City acted as lead agency and analyzed the environmental impacts of the proposed plat, as required by SEPA, and issued a Mitigated Determination of Nonsignificance (MDNS). An appeal from the MDNS was denied. The MDNS mitigation measures are incorporated as recommended conditions of subdivision approval. The preliminary plat for a PRD would provide development for age-restricted, single-family residences and townhouses consistent with the City development regulations, including regulations for development pursuant to a PRD in the R-7 zoning district. The proposed residential use would be compatible with surrounding properties. As noted above in Conclusion 2, conditions are necessary to ensure the proposal meets all requirements for preliminary plat approval under municipal and state requirements. *Findings 1 – 24.*

RECOMMENDATION

Based on the preceding findings and conclusions, the Hearing Examiner recommends that the request for a preliminary plat to develop a 12.7-acre property in two phases as an 85-lot Planned Residential Development, with associated improvements, for residents 55 years of age and older, on the south side of McGarigle Road, across from the east entrance of Independence Blvd, be **APPROVED**, with the following conditions:⁷

1. All development shall generally conform to the proposed preliminary plat map and the landscape plan.

⁷ Conditions include legal requirements applicable to all developments, as well as those designed to mitigate the specific impacts of this development.

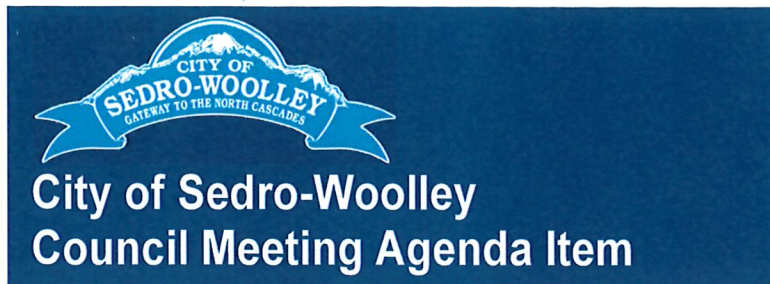
2. The proponent or successor shall comply with the mitigation measures included in the SEPA MDNS issued January 29, 2020.
3. Construction of all required infrastructure improvements, including, but not limited to, streets, curbs, sidewalks, sewer, landscaping and street lighting shall be completed prior to final plat application or bonding in an amount approved by the City Engineer shall be filed with the City.
4. A homeowners association shall be created to own and maintain the stormwater system infrastructure, recreation area tract and shared driveways; the homeowner's association documents shall be approved by the Planning Department prior to recording of the final plat.
5. The proponent or successor shall submit a final plat map for each phase to the city for review and approval after site improvements are completed, approved, and/or financially secured.
6. Phases one and two shall be approved as separate final plats and shall include separate plat maps and construction as-builds. The civil plans for the project shall include the temporary turn-around for phase one, the demolition plans for the temporary turn-around, and the completed road plans for phase two, along with all other required infrastructure and improvements for final plat approval. The City may administratively approve alterations to the proposed turn-around, or other aspects of the project that do not have significant impacts (such as increasing the number of units), without further approval of the Hearing Examiner.
7. The proponent or successor shall dedicate all roads as public right-of-way at the time of final subdivision approval.

RECOMMENDED this 9th day of April 2020.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

*Findings, Conclusions, and Recommendation
City of Sedro-Woolley Hearing Examiner
Brickyard Park Preliminary Plat/PRD
No. LP-2019-389 (PRD Application)*



Agenda Item No. 1-3

Date: April 14, 2021

Subject: Second Reading/Adoption
ADA Transition Plan

FROM: Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Adopt the attached ADA Self-Evaluation and Transition Plan.

ISSUE:

Shall council adopt the attached ADA Self-Evaluation and Transition Plan?

BACKGROUND / SUMMARY INFORMATION:

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 and provides civil rights protections in the areas of employment, government services, and access to public accommodations to persons with disabilities. The ADA requires all government agencies that provide public rights-of-way to perform a self-evaluation of physical obstacles that reduce the accessibility of programs or services to persons with disabilities. Agencies with 50 or more employees must develop a transition plan which identifies the methods that will be used to remove the barriers identified in the self-evaluation as well as a schedule on when the improvements will be made. WSDOT's Local Agency Guidelines, Chapter 29, notes that continuing eligibility for FHWA funding requires completion of the Self-Evaluation and Transition Plan within 5 years of adoption of WSDOT's own version of these documents. WSDOT's ADA Plan was approved in April 2018. Certification Acceptance cities such as Sedro-Woolley are to have their own plans adopted within 3 years, or by April 2021, in order to remain eligible for federal funding.

On June 25, 2020 the city contracted with Transportation Solutions Inc. of Redmond, WA to prepare the ADA Self Evaluation and Transportation Plan documents. After an extensive period of inventory and coordination with the city and the city's ADA Advisory Group, TSI provided the final draft ADA Self-Evaluation and Transition Plan on March 3, 2021, which is attached to this memorandum. For the sake of brevity, the addenda are not included in this memorandum. The full set of documents with addenda was posted on the city's website on March 4, 2021, and can be viewed at https://www.ci.sedro-woolley.wa.us/resources/ada_transition_plan.php. The Public Comment Period on the final draft plan opened on March 4, 2021, and closed on March 18, 2021. The SEPA for this non-project action was published on March 12, 2021, with the SEPA appeal period closing on March 26, 2021. Final council adoption is proposed for the April 14, 2021 meeting.

A first reading and presentation was held at the March 24, 2021 council session. A few minor edits have been made in the final version of the Plan that is attached.

FISCAL IMPACT, IF APPROPRIATE:

The Transition Plan proposes to utilize existing programs to fund identified ADA deficiencies. As a result, the impact of the Plan will be covered by existing and proposed future budgets. We do plan to increase some elements of future budgets to address the priorities listed in the Plan.

ATTACHMENTS:

ADA Self-Evaluation and Transition Plan

ADA Self-Evaluation and Transition Plan



City of Sedro-Woolley, WA

April 2021

**Prepared by Transportation Solutions, Inc
design2 LAST, Inc. and ProDims, LLC.**



The Americans with Disabilities Act Notice:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Sedro-Woolley will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Alternative Formats:

Materials can be requested in alternative formats by contacting the City's ADA/504 Coordinator, Christine Salseina, at:

Phone: (360) 855-1611, x1000

WA Relay Service/TTY: 7-1-1

Email: csalseina@ci.sedro-woolley.wa.us

Mail: 325 Metcalf Street, Sedro-Woolley, WA 98284

Questions about this report:

If you have questions about the content of this report, please contact:

Mark Freiburger at (360) 855-9933 or mfreiburger@ci.sedro-woolley.wa.us

Acknowledgements

The City of Sedro-Woolley wishes to thank the organizations and individuals who contributed to this project. This was truly a collaborative venture that could not have happened without the input, creativity, and participation of many people. Thank you all.

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Appendix D - Parks Facilities ADA Prioritization Matrix with Cost Estimates

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Appendix G - Programmatic ADA Self-Assessment Documentation

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Appendix J - Programmatic ADA Compliance Checklist Tool

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A. Introduction

The City of Sedro-Woolley is committed to removing barriers to accessibility in its services, programs, and activities. To achieve this end, the City has completed a Self-Evaluation and Transition Plan.

This Introduction summarizes the legal precedent for and the required components of an ADA Self-Evaluation and Transition Plan. It also provides an overview of the scope and organization of the City's ADA Self-Evaluation and Transition Plan with respect to these requirements.

A.1 Legal Precedent

The following federal laws and local Washington State guidelines informed the content and scope of this ADA Self-Evaluation and Transition Plan. See also WSDOT Local Agency Guidelines Chapter 29 (May 2019).

A.1.1 Section 504 of the Rehabilitation Act (1973)

Section 504 of the Rehabilitation Act of 1973 states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal funding. This includes both transportation and non-transportation funding.

Section 504 extends to the entire operations of a recipient or subrecipient, regardless of the specific funding source of a particular operation. Section 504 Regulations (49 CFR Part 27.5) define a recipient as any public entity that receives Federal financial assistance from the USDOT or its operating administrations either directly or through another recipient. An example of a recipient is WSDOT. An example of a subrecipient is a local agency receiving USDOT funds through WSDOT, for projects/programs/activities administered by the local agency.

A.1.2 American with Disabilities Act (ADA)

The *Americans with Disabilities Act* (ADA) of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. There are five separate Titles, or sections, of the Act that cover different aspects of potential discrimination. These include: Title I – Employment, Title II – Public Services and Transportation, Title III – Public Accommodations, Title IV – Telecommunications, and Title V – Miscellaneous. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. Designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination.

The ADA is mirrored after Section 504 but extends the reach of Federal accessibility laws to include those agencies that are not recipients or subrecipients of Federal funding. Title II (28 CFR Part 35) of the ADA specifically pertains to state and local governments.

The ADA applies to all facilities, including both facilities built before and after 1990. State and local government and public entities or agencies are required to perform self-evaluations of their current facilities, relative to the accessibility requirements of the current ADA accessibility standards. The requirements of the ADA apply to all public entities or agencies, no matter the size. The transition plan formal procedures as outlined in 28 C.F.R. section 35.150 only govern those public entities with more than 50 employees.

A.2 Scope of ADA Transition Plan

A.2.1 Federal ADA Transition Plan Requirements

Under Title II of the ADA, Section 28 CFR Part 35.150 (d) - Transition Plan outlines the requirements of an ADA Transition Plan.

(1) In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

(2) If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

(3) The plan shall, at a minimum—

- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied Title II Regulations - 43 28 CFR Part 35 Department of Justice with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

A.2.2 Federal Accessibility Requirements for Existing Facilities

Section 28 § 35.150 of Title II of the ADA identifies the accessibility requirements for existing facilities. Note: Relevant excerpts of the requirements are provided below with “[...]” to identify excluded sections; see regulations for full text.

(a) General. A [public entity](#) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This paragraph does not -

(1) Necessarily require a [public entity](#) to make each of its existing facilities accessible to and usable by individuals with disabilities;

(2) Require a [public entity](#) to take any action that would threaten or destroy the historic significance of an historic property; or

(3) Require a [public entity](#) to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the [public entity](#) believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a [public entity](#) has the burden of proving that compliance with [§ 35.150\(a\)](#) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a [public entity](#) or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a [public entity](#) shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the [public entity](#).

(b) Methods -

(1) General. A [public entity](#) may comply with the requirements of this section through such means as redesign or acquisition of equipment, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, use of accessible rolling stock or other conveyances, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. A [public entity](#) is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. A [public entity](#), in making alterations to existing buildings, shall meet the accessibility requirements of [§ 35.151](#). In choosing among available methods for meeting the requirements of this section, a [public entity](#) shall give priority

to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

(2)

(i) Safe harbor. Elements that have not been altered in existing facilities on or after March 15, 2012 and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 Standards or in the Uniform Federal Accessibility Standards (UFAS), Appendix A to [41 CFR part 101-19.6](#) (July 1, 2002 ed.), [49 FR 31528](#), app. A (Aug. 7, 1984) are not required to be modified in order to comply with the requirements set forth in the 2010 Standards.

(ii) [...]

(3) Historic preservation programs [...]

(c) Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.

A.2.3 Federal Accessibility Requirements for New Construction or Alterations

Section 28 § 35.151 of Title II of the ADA identifies the accessibility requirements for new construction or alterations to existing facilities. Note: Relevant excerpts of the requirements are provided below with “[...]” to identify excluded sections; see regulations for full text.

§ 35.151 New construction and alterations.

(a) Design and construction.

(1) Each [facility](#) or part of a [facility](#) constructed by, on behalf of, or for the use of a [public entity](#) shall be designed and constructed in such manner that the [facility](#) or part of the [facility](#) is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

(2) Exception for structural impracticability.

(i) Full compliance with the requirements of this section is not required where a [public entity](#) can demonstrate that it is structurally impracticable to meet the requirements. Full compliance will be considered structurally impracticable only in those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features.

(ii) If full compliance with this section would be structurally impracticable, compliance with this section is required to the extent that it is not structurally impracticable. In that case, any portion of the [facility](#) that can be made

accessible shall be made accessible to the extent that it is not structurally impracticable.

(iii) If providing accessibility in conformance with this section to individuals with certain disabilities (e.g., those who use wheelchairs) would be structurally impracticable, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have sight, hearing, or mental impairments) in accordance with this section.

(b) Alterations.

(1) Each [facility](#) or part of a [facility](#) altered by, on behalf of, or for the use of a [public entity](#) in a manner that affects or could affect the usability of the [facility](#) or part of the [facility](#) shall, to the maximum extent feasible, be altered in such manner that the altered portion of the [facility](#) is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.

(2) The path of travel requirements of [§ 35.151\(b\)\(4\)](#) shall apply only to alterations undertaken solely for purposes other than to meet the program accessibility requirements of [§ 35.150](#).

(3) Alterations to historical properties [...]

(4) Path of travel. An alteration that affects or could affect the usability of or access to an area of a [facility](#) that contains a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area and the restrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the cost and scope of such alterations is disproportionate to the cost of the overall alteration.

(i) Primary function [...]

(ii) A “path of travel” includes a continuous, unobstructed way of pedestrian passage by means of which the altered area may be approached, entered, and exited, and which connects the altered area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the [facility](#), and other parts of the [facility](#).

(A) An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.

(B) For the purposes of this section, the term “path of travel” also includes the restrooms, telephones, and drinking fountains serving the altered area.

(C) Safe harbor. If a [public entity](#) has constructed or altered required elements of a path of travel in accordance with the specifications in either the 1991 Standards or the Uniform Federal Accessibility Standards before March 15, 2012, the [public entity](#) is not required to retrofit such elements to reflect incremental changes in the 2010 Standards solely because of an alteration to a primary function area served by that path of travel.

(iii) Disproportionality [...]

(iv) Duty to provide accessible features in the event of disproportionality [...]

(v) Series of smaller alterations [...]

(c) Accessibility standards and compliance date.

(1) If physical construction or alterations commence after July 26, 1992, but prior to September 15, 2010, then new construction and alterations subject to this section must comply with either UFAS or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

(2) If physical construction or alterations commence on or after September 15, 2010 and before March 15, 2012, then new construction and alterations subject to this section may comply with one of the following: The 2010 Standards, UFAS, or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

(3) If physical construction or alterations commence on or after March 15, 2012, then new construction and alterations subject to this section shall comply with the 2010 Standards.

(4) For the purposes of this section, ceremonial groundbreaking or razing of structures prior to site preparation do not commence physical construction or alterations.

(5) Noncomplying new construction and alterations.

(i) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012, and that do not comply with the 1991 Standards or with UFAS shall before March 15, 2012, be made accessible in accordance with either the 1991 Standards, UFAS, or the 2010 Standards.

(ii) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012 and that do not comply with the 1991 Standards or with UFAS shall, on or after March 15, 2012, be made accessible in accordance with the 2010 Standards.

Appendix to 35.151(c)

Compliance Date for New Construction or Alterations	Applicable Standards
Before September 15, 2010	1991 Standards or Uniform Federal Accessibility Standards (UFAS)
On or after September 15, 2010, and before March 15, 2012	1991 Standards, UFAS, or 2010 Standards
On or after March 15, 2012	2010 Standards

A.2.4 WSDOT Local Agency Guidelines

Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Chapter 29 includes additional items per Section 504 that calls on agencies to:

- Designate an ADA/504 Coordinator
- Adopt and publish a Complaint/Grievance procedure
- Adopt an Accessible Pedestrian System (APS) Policy

A.3 Organization of Document

The NCHRP No. 20-7 (232) ADA Transition Plans: *A Guide to Best Practices* (May 2009) demonstrates how the federal ADA Transition Plan requirements give agencies flexibility on how to format their Transition Plans. Due to the comprehensive scope of the City of Sedro-Woolley's self-evaluation efforts, this Transition Plan is organized by barrier type:

- Building Facilities
- Parks
- Public Right of Way
- Programs, Services & Activities

Each barrier type has its own sub-sections for:

- Self-Evaluation and Compliance Activities to Date

- Barrier Prioritization & Removal Recommendations
- Barrier Removal Cost Estimates
- Barrier Removal Financial Plan and Schedule

The remaining sections address:

- Barrier Removal Monitoring
- Public Outreach
- Accessibility Guidelines, Standards, and Resources
- Appendices

A.4 Generic Barrier Removal Prioritization Criteria

Prioritization criteria will differ depending on the nature of an accessibility barrier. It is recommended that all City departments apply this generic schema as the guiding prioritization policy for all barrier types:

Higher Priority

- Barriers to accessibility identified in filed grievances/complaints.*
- Barriers to accessibility identified through public engagement efforts.
- Barriers to accessibility correlated to planned capital improvement projects, department maintenance projects, and policies and procedures.
- Barriers to accessibility serving State and local government offices and facilities, transportation, transit stops, places of public accommodation per Section 35.150 (d) (2) of the ADA.

Lower Priority

- Barriers for services not frequently used by the public.
- Barriers to accessibility in public right-of-way facilities slated for demolition or pending renovation.
- Barriers to accessibility where alternative locations have accessible facilities (i.e., situations wherein accommodations can be made to provide alternative equal access).

*It is assumed that filed grievances/complaints about barriers to accessibility be considered high priority for a response and resolution in accordance with the City's adopted ADA Grievance Procedure and other applicable established relevant policies.

It is recommended that prioritization decisions be guided by the overarching principle that barriers identified and/or experienced by people within the ADA community are of higher priority for removal than other barriers. Public outreach efforts are therefore a critical component of the prioritization process.

A.5 Barrier Removal Implementation Framework

The City of Sedro-Woolley will work within the limits of expected project improvements and existing funding programs for the bulk of the ADA Transition Plan barrier removal efforts. The City has planned projects to build new facilities that will expand accessibility as well as improvement projects that will remove barriers at existing facilities.

The implementation framework for each barrier type identifies potential funding sources with a focus on the City's **Short Term Horizon (2021-2026)**. Select projects in the **Long Term Horizon (2027-)** are also discussed below in the context of the City's Comprehensive Plan.

The intent of this ADA Transition Plan is to make reasonable progress towards removal of existing barriers while also expanding accessibility in City services, programs, and activities through new capacity. The potential ADA barrier removal activities associated with the funding sources identified in this implementation framework are subject to semi-annual budgeting processes and fluctuations in funding capital.

The unpredictable impact of COVID-19 on future revenue sources may impact the City's ability to meet planning goals. The City will reassess this matter through its semi-annual budget process. For more information, see the most recent City of Sedro-Woolley budget.

B. Building Facilities

B.1 Building Facilities Self-Evaluation and Compliance Activities to Date

In 2020, the City hired architecture consulting firm design2 LAST, Inc., to assess nine (9) public buildings owned and/or operated by the City. See **Table 1**.

Table 1. City of Sedro-Woolley Public Buildings Assessed for ADA Compliance in 2020

BUILDING NAME	EVALUATION TYPE
City Hall	Summary Notes and Evaluation Checklist
Public Safety Building/FS#1	
Fire Station #2	
Community Center	
Senior Center	
Current (Old) City Library	
Sedro-Woolley Museum	
Union Cemetery Bathrooms	
New Library	Summary Notes Only

B.1.1 Evaluation Checklists

For each building, the consultant prepared a spreadsheet checklist of both compliant and non-compliant features. PDF formats of the checklists are provided in **Appendix A**. Each building file contains a plan view of the building provided by the City. If room names or numbers are not indicated on those plans, fictional room names and numbers were given to spaces in the building to correlate them to the enclosed checklists. These are intended to be used for the purpose of locating which rooms pertain to which portion of the checklist and may or may not represent the actual room numbers and names in the building.

Note: It was beyond the scope of this report to evaluate each and every sign in the building. General observation of the signs on each floor in the public areas was evaluated and included under the “signs” checklist. If signs are documented here as non-compliant, it is recommended to evaluate all the signs in the building during the design phase.

B.1.2 How to Read The Evaluation Checklists

1. The 1st column is the identity mark, typically the priority number (1, 2, 3, or 4) followed by an identifying number. These may or may not be in order depending on whether non relevant rows have been hidden.
2. The 2nd column describes the compliance issue in the form of a question. The compliant measurement or count is identified in the question. If the response to the question is 'yes' the issue is compliant.
3. The 3rd and 4th columns include the 'yes' and 'no' responses, and measurements taken in the field. If the issue is compliant and the 'yes' box is checked, there may or may not be a measurement included. If the 'no' box is checked, the issue is non-compliant, and a measurement or count will indicate how the issue is out of compliant.
4. The 5th column contains a pictogram or drawing of the issue evaluated. This may also include a sketch of what the evaluator found in the field as it related to the condition being evaluated.
5. The 6th column may contain a photo of the field condition. Only a select number of conditions are photographed to keep the digital file size manageable.
6. The 7th column contains a bulleted list of suggested corrections. These are helpful to the cost estimating team but may not reflect all of the work required to move or replace an item to bring it into compliance. There may be some economy of scale when multiple non-compliance issues can be completed with one action. There may also be several ways to make corrective changes. How changes and corrections are made will depend on several things, most importantly the existing conditions. These typically are addressed as part of a design process.
7. Some cells are highlighted yellow. The yellow highlighted cells are identifying non-compliance issues. The yellow is used simply to make the non-compliant issues easier to find among the many pages.
8. If no boxes are checked, or there is a slash thru the compliance issue, that particular issue does not apply to the instance being evaluated.

B.1.3 Recent Compliance Activities

The new City Library, scheduled to open in 2021, has been built to current ADA standards for accessibility. The architect who performed the ADA building evaluations walked through the nearly finished building in late 2020 to identify non-compliant features to be addressed by the contractor before the facility was opened to the public.

B.2 Building Facilities Barrier Prioritization & Removal Recommendations

This section includes narratives summaries for each building's barrier findings and removal recommendations provided by the architect. These summaries are followed by an explanation of the barrier prioritization matrix used to rank the buildings in order of priority for barrier removal.

B.2.1 Building Summaries

The architect provided a brief narrative summary of each building's ADA-compliance condition, recommendations for barrier removal, and a priority rating of low, medium, or high. For an overview of the buildings' ratings, see **Table 2**.

Table 2. City of Sedro-Woolley Public Building ADA Barrier Priority Levels

BUILDING NAME	PRIORITY
City Hall	High
Public Safety Building/FS#1	
Community Center	
Senior Center	
New Library	
Union Cemetery Restrooms	Medium
Sedro-Woolley Museum	Low
Current (Old) City Library	
Fire Station #2	

City Hall - High

The City Hall is a newer facility and therefore is mostly compliant with the 1990 Standards. The route from the parking to the front entrance door has compliant and accessible slopes.

The first floor contains a wide lobby with a waiting area, service counters for the finance department, county clerk, building department and police department. The building department is the only counter that has a 36" high accessible portion. During this evaluation, plexiglass screens were being set in place on each countertop as a contagion preventative measure.

The elevator is compliant. The stairs are compliant.

The toilet rooms are mostly compliant, except for a few minor accessory adjustments.

Public Safety Building/FS#1 - High

There are only 3 public spaces (rooms) in this space. They are generally in compliance, with only a few minor non-compliance issues.

The access route to the training room door is compliant. There are no marked accessible parking spaces near the entry.

The training room is compliant. The kitchenette will need some casework and the sink replaced to bring it into compliance.

The two toilet rooms are mostly compliant. The biggest issue is the water closets being too far from the side wall. This can be fixed by furring out the side walls or moving the water closets closer to the side wall. The other issues are minor, requiring only relocating accessories.

There are no priority 4 items in this area.

Community Center - High

The Community Center is an older, one story facility with a large multipurpose room, a full service kitchen, men's and women's toilet rooms, and several storage rooms. This facility shares the site and parking lot with the Library, Memorial Park, and the Senior Center.

Although accessible parking spaces are identified, none fully meet all the criteria for an accessible space.

The kitchen is occasionally rented out to the community and therefore should provide some accessible features, and it currently does not.

It is not technically feasible to convert either room to a fully accessible toilet room. The City has indicated they have plans to turn the storage room outside the women's toilet room into a Family/Unisex toilet room (per ADA section 213.2). We believe this room is large enough to do so. We have recommended they review compliant plans prior to proceeding with construction, to ensure the room is fully compliant with the current ADA standard.

There are several doors to the Community Center. The one previously used as the main entry, is now used as outside access to a storage room. The main entry is now at door #2. The redlines on the 'plans' page shows the room and door changes.

During our visit, the Community Center was closed to the public due to the Covid19 Pandemic.

Senior Center - High

The Senior Center is an older, one story facility with a reception/waiting room, large multipurpose room, a full service kitchen, men's and women's toilet rooms, and several classrooms. This facility shares the site and parking lot with the Library, Memorial Park, and the Community Center.

Although accessible parking spaces are identified, none fully meet all criteria for an accessible space.

Kitchen is staff-only space, not used by the public. Provided it remains that way, it does not need to meet ADA requirements. The classrooms all have built-in casework with sinks that do not meet the criteria. These should be replaced.

The front door to the Senior Center is on an automatic opener. The reception counter does not have an accessible transaction space. The toilet rooms are mostly accessible.

During our visit, the Senior Center was closed to the public due to the Covid19 Pandemic.

New Library - High

At the time of this evaluation, the new library was under construction. design2 LAST was asked to visit the new building and do a quick visual inspection in an effort to catch any non-compliant issues prior to the contractor completing the project. For the most part, the building appears compliant. The issues we found were in the toilet rooms.

In the multi stall toilet rooms, the sinks are mounted too low and the mirrors are mounted too high. In the 2010 Standards, review section 603.3 for mirror heights and 606 for the lavatory requirements.

The water closets (WC) in the accessible stalls were also not in the right place, too high and/or too close to the wall. The WC should be between 17-19" to the top of the seat (not the rim) at the front of the unit. It should be placed between 16-18" from the face of the side wall to the centerline of the fixture. These are found in section 604. In the family all-gender toilet room, the same issues were found with the sink and water closet.

One other issue that comes up in most of the facilities we evaluate is the door closers not being adjusted to the correct force and timing. While we did not test any doors, this is something that should be reviewed with the contractor to ensure the door closers are compliant before the City considers the construction project complete and moves in.

We did not do a full evaluation of all the spaces so there is no checklist for that building. However, it may be helpful to use a checklist from another building for more information on installation and adjustments of these items.

Union Cemetery Bathrooms - Medium

The Union Cemetery office is not open to the public, however, there are two toilet rooms at the back of the building that are opened during events for public use. There is a small, paved parking area in front of the building, but the gate to get to the back and into the toilet rooms is normally locked.

The sidewalk up to the door is narrow and slopes down about 4" to the drain in the center. The door to the toilet room hallway can only be opened with a card key. The opening width is non-compliant, as is the hallway width.

Neither toilet room is compliant nor are they large enough to be made compliant, therefore, a full evaluation was not conducted. There is a possibility that the wall dividing the rooms could

be removed, and the combined space reconfigured into a compliant family toilet room. Our recommendation would be to instead, provide accessible toilet rooms in a separate location. The City has indicated that it has plans to build a comfort station elsewhere and stop using these two rooms completely.

Sedro-Woolley Museum - Low

The museum is located in an old warehouse building in downtown Sedro-Woolley. There are no on-site accessible parking spaces.

There are several rooms with different displays. All have a 36" wide accessible route, with an exception near the "post office", where there is a large cabinet in the hallway. The route is "one way", marked by arrows on the floor, so there is no cross traffic.

It is a single story building. All the doors between rooms have been removed which make it easy for wheelchairs to navigate through the space.

There is one unisex toilet room that has some major non-compliant issues. The angled wall adjacent to the water closet poses several problems with accessibility to the WC.

Current (Old) City Library - Low

The current (old) City Library is an older, one story facility, with a large room for stacks, a unisex public toilet room, a classroom, and several storage rooms. This facility shares the site and parking lot with the Community Center, Memorial Park, and the Senior Center. Although accessible parking spaces are identified, none fully meet all the criteria for an accessible space.

At the time of this evaluation, the library staff was packing everything getting ready to move into the new library. Only the permanent rooms were evaluated, as this building will soon be emptied and set for renovation in the future.

Fire Station # 2 - Low

This building is no longer open to the public. The spaces that were previously reception and conference room spaces, have been converted to dorm rooms for fire fighters. There is one ADA parking space which was measured. The entry door requires a card key to open. No other spaces were evaluated.

B.2.2 Barrier Prioritization Matrix

The consultant team developed a building barrier prioritization matrix to compare three schemes of prioritization relevant to implementing barrier removal:

- Federal Guidelines (used in individual building compliance checklists)
- Facility Public Use/Risk Level
- Cost Estimates

Federal Guidelines

The evaluation checklists are based on the four priorities listed in the U.S. Department of Justice (DOJ) [ADA Title III Regulations \(28 CFR Part 36.304\)](#) for places of public accommodation:

- **Priority 1** - Accessible approach and entrance (exterior to facility)
- **Priority 2** - Access to goods and services (interior to facility)
- **Priority 3** - Access to public toilet rooms (including showers)
- **Priority 4** - Access to other items (water fountains, public telephones, etc.)

Public Use/Risk Level (from Building Summaries)

These are the building summary ratings of “**HIGH**,” “**MEDIUM**,” and “**LOW**” assigned to each building based on a composite evaluation. First, the team considered the frequency of use or likelihood of building use by members of the ADA community (high = many users to low = fewer users). Secondly, the architect subjectively evaluated how compliant the building is overall to determine a risk level (high = more deficiencies to low = fewer deficiencies). Equity of access was also considered (high = free access/events to low = paid events). Together, these three factors informed the assignment of public use/risk level for each building.

Cost Estimates

To assist City staff in making budget decisions for the barrier removal schedule below, the matrix visually displays cost estimates according to the various shades of green (light = less expensive to dark = more expensive).

For the Barrier Prioritization Matrix Elements, see **Figure 1**. For the complete Sedro-Woolley Building Facilities ADA Barrier Prioritization Matrix, see **Figures 2 - 5** and **Appendix B**.

Figure 1. Building Facilities ADA Barrier Prioritization Matrix Elements

Sedro-Woolley ADA Barrier Building Prioritization Matrix	Federal Guidelines Priority (x-axis)			
Facility Public Use Risk Level (y-axis) Frequency of Use and Likelihood of ADA User Type; measure of City risk created by ADA Assessment Team	Priority 1 (Highest)	Priority 2	Priority 3	Priority 4
High Risk	\$\$	\$	\$\$\$\$	\$\$
Moderate Risk	\$	\$\$\$\$\$	\$	\$
Low Risk	\$\$\$	\$	\$	\$\$\$\$\$

Cost	
≥ \$100,000	\$\$\$\$\$
\$50,000 < \$100,000	\$\$\$\$\$
\$10,000 < \$50,000	\$\$\$
\$1,000 < \$10,000	\$\$\$
\$0 < \$1000	\$\$
\$0	\$

Note: Dollar amounts are examples only for purpose of explaining matrix elements. See Figures 2-5 for real cost estimates. Cost estimates are independent from the risk level.

Figure 2. Building Facilities ADA Barrier Prioritization Matrix - Priority 1

Risk Level - Frequency of Use and Likelihood of ADA User Type	Structure	Priority 1 - Approach and Entrance (Exterior to Facility)				
		Parking	Route from Parking to Front Door	Curb Ramps	Exterior Ramps	Exterior Steps
High	City Hall	\$1,250.00	\$7,500.00	\$0.00	\$0.00	\$0.00
High	Public Safety Building/FS#1	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
High	Community Center	\$3,500.00	\$0.00	\$0.00	\$17,000.00	\$0.00
High	Senior Center	\$0.00	\$28,000.00	\$0.00	\$0.00	\$0.00
High	New Library - newly constructed 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medium	Union Cemetery Restrooms	\$2,000.00	\$16,500.00	\$0.00	\$7,500.00	\$0.00
Low	Fire Station #2	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	City Library (Old)	\$10,000.00	\$7,500.00	\$0.00	\$0.00	\$0.00
Low	Sedro-Woolley Museum	\$2,500.00	\$0.00	\$0.00	\$27,600.00	\$0.00
Total by Priority Subgroup		\$21,250.00	\$62,000.00	\$0.00	\$52,100.00	\$0.00
Total by Priority						\$135,350.00

Figure 3. Building Facilities ADA Barrier Prioritization Matrix - Priority 2

Risk Level - Frequency of Use and Likelihood of ADA User Type	Structure	Priority 2 - Access (Interior to Facility)				
		Interior Accessible Routes	Rooms, Seating, Tables	Built-in Casework, Counters	Kitchens, Kitchenettes	Doors
High	City Hall	\$4,900.00	\$10,000.00	\$19,000.00	\$0.00	\$2,500.00
High	Public Safety Building/FS#1	\$0.00	\$2,850.00	\$0.00	\$13,950.00	\$0.00
High	Community Center	\$1,000.00	\$0.00	\$0.00	\$14,850.00	\$5,000.00
High	Senior Center	\$500.00	\$2,500.00	\$5,000.00	\$15,000.00	\$4,500.00
High	New Library - newly constructed 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medium	Union Cemetery Restrooms	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	Fire Station #2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	City Library (Old)	\$200.00	\$200.00	\$0.00	\$0.00	\$2,600.00
Low	Sedro-Woolley Museum	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total by Priority Subgroup		\$9,600.00	\$15,550.00	\$24,000.00	\$43,800.00	\$14,600.00
Total by Priority						\$107,550.00

Figure 4. Building Facilities ADA Barrier Prioritization Matrix - Priority 3

Risk Level - Frequency of Use and Likelihood of ADA User Type	Structure	Priority 3 - Toilet Rooms and Plumbing Fixtures		
		Single User Toilet rooms	Multi-User Toilet Rooms	Locker Rooms, Benches
High	City Hall	\$42,250.00	\$48,300.00	\$0.00
High	Public Safety Building/FS#1	\$0.00	\$36,550.00	\$0.00
High	Community Center	\$50,000.00	\$70,600.00	\$0.00
High	Senior Center	\$0.00	\$49,150.00	\$0.00
High	New Library - newly constructed 2021	\$0.00	\$0.00	\$0.00
Medium	Union Cemetery Restrooms	\$50,000.00	\$0.00	\$0.00
Low	Fire Station #2	\$0.00	\$0.00	\$0.00
Low	City Library (Old)	\$7,150.00	\$0.00	\$0.00
Low	Sedro-Woolley Museum	\$16,400.00	\$0.00	\$0.00
Total by Priority Subgroup		\$165,800.00	\$204,600.00	\$0.00
Total by Priority				\$370,400.00

Figure 5. Building Facilities ADA Barrier Prioritization Matrix - Priority 4

Risk Level - Frequency of Use and Likelihood of ADA User Type	Structure	Priority 4 - Other Amenities & Emergency Services	
		Drinking fountains	Fire Alarms
High	City Hall	\$0.00	\$0.00
High	Public Safety Building/FS#1	\$0.00	\$0.00
High	Community Center	\$0.00	\$0.00
High	Senior Center	\$7,500.00	\$0.00
High	New Library - newly constructed 2021	\$0.00	\$0.00
Medium	Union Cemetery Restrooms	\$0.00	\$0.00
Low	Fire Station #2	\$0.00	\$0.00
Low	City Library (Old)	\$0.00	\$0.00
Low	Sedro-Woolley Museum	\$0.00	\$0.00
Total by Priority Subgroup		\$7,500.00	\$0.00
Total by Priority			\$7,500.00

B.3 Building Facilities Barrier Removal Cost Estimates

B.3.1 Cost Estimate Assumptions

ProDims, LLC., provided construction cost estimates based on the following assumptions:

- Unit Construction Costs as based on the narrative scope of work for the ADA item scope of work. (Construction costs include labor and materials.)
- The estimated construction costs do not include Washington State Sales Tax.
- Estimates are based on the working in an occupied building with no phasing or 2nd, 3rd shift work.
- Estimates do not include any Hazardous Material Abatement Costs, as it is not defined.
- Escalation is not included in the estimates. (An escalation rate of 5% per year for planning purposes is recommended for these projects.)
- Estimates are based on a competitive public bid with at least 3 bona fide general contractor bids.
- The estimate is not to be relied on solely for proforma development and financial decisions.
- Additional studies of additional systems impacted by the seismic scope of work should be performed before setting construction and project budgets.

B.3.2 Cost Estimate Summary

A summary of the construction cost estimates by building risk level is provided in **Table 3**. Costs estimates by Federal Priority and Risk Level are provided above in **Figures 2 - 5** and in **Appendix B**.

Table 3. Summary of Building Barrier Removal Construction Cost Estimates by Facility

Risk Level	Building	Construction Cost Estimate by Building (\$2021)
High	City Hall	\$135,700
High	Public Safety Building/FS#1	\$55,850
High	Community Center	\$161,950
High	Senior Center	\$112,150
High	New Library - newly constructed 2021	\$0
Medium	Union Cemetery Restrooms	\$76,000
Low	Fire Station #2	\$2,000
Low	City Library (Old)	\$27,650
Low	Sedro-Woolley Museum	\$49,500
Grand Total		\$620,800

B.4 Building Facilities Barrier Removal Financial Plan and Schedule

The City of Sedro-Woolley has budgeted \$35,000 to \$45,000 annually for its 2021-2026 CIP Building and Structures fund, which will incorporate ADA upgrades to remove building facilities specific ADA barriers. **Table 4** identifies the cost to correct the remaining identified barriers.

Table 4. Building Facilities Barrier Removal Schedule with Programmed Funding

Building Facility Barriers	Amount
Total ADA Building Facilities Barrier Removal Cost Estimate (\$2021)	\$620,800
2021-2026 ADA Program (\$35,000-\$45,000 annually)	\$250,000
2027- Remainder Building Facilities Barrier Removal Costs	\$370,800

For a summary table of the planned budget for all ADA barriers, including building ADA barriers, see **Table 20**.

This may change due to the City's ability to fund ADA barrier removal projects and is subject to annual budget review and reassessment. As of 2021, the impacts of COVID-19 on the City budget are yet to be determined.

For more information, see most recent City of Sedro-Woolley budget.

C. Parks and Trails

C.1 Parks and Trails Self-Evaluation and Compliance Activities to Date

In 2020, the City hired architecture consulting firm design2 LAST, Inc., to assess eight (8) public park facilities owned and/or operated by the City. See **Table 5**.

Table 5. City of Sedro-Woolley Public Parks Assessed for ADA Compliance in 2020

PARK
Winnie House Park
Riverfront Park
Bingham Park
Metcalf Park
Hammer Heritage Square
Memorial Park
Harry Osborne Park & Caboose
Lions Park

C.1.1 Evaluation Checklists

For each park facility, the consultant prepared a spreadsheet checklist of both compliant and non-compliant features. PDF formats of the checklists are provided in **Appendix C**. Each building file contains a plan view of the building provided by the City or created by the consultant. If facility names or numbers are not indicated on those plans, fictional names and numbers were given to spaces within the facilities to correlate them to the enclosed checklists. These are intended to be used for the purpose of locating which facilities pertain to which portion of the checklist and may or may not represent the actual facility names on the site.

Note: It was beyond the scope of this report to evaluate each and every sign in the park facility. General observation of the signs in the public areas was evaluated and included under the “signs” checklist. If signs are documented here as non-compliant, it is recommended to evaluate all the signs in the park facility during the design phase.

An amendment to the ABA (Architectural Barriers Act) Guidelines adding scoping and technical requirements for camping facilities, picnic facilities, viewing areas, trails, and beach access routes became effective on November 25, 2013 (see **Section H**, Accessibility Regulations, Standards & Guidelines Resources). Specifically, existing trails are only required to comply with Section 1017 if the purpose is changed and if the new trail connects directly to a trailhead or another accessible trail.

For instructions on how to read these spreadsheets, see **Section B.1.2** above.

C.1.2 Recent Compliance Activities to Date

Winnie Houser Playfields (completed 2020) has a paved accessible path and new ADA parking. Riverfront Park has a recent (circa 2018) playground upgrade and is ADA accessible. Bingham Park has a new playground constructed in 2015 that is ADA accessible.

In 2017, the Cascade Trail was extended as part of the SR 20/Cascade Trail West Extension Phase 1A and 1B Project.

C.2 Parks and Trails Facilities Barrier Prioritization & Removal Recommendations

This section includes narratives summaries for each park facility's barrier findings and removal recommendations provided by the architect. These summaries are followed by an explanation of the barrier prioritization matrix used to rank the park facilities in order of priority for barrier removal.

C.2.1 Park Facility Summaries

The architect provided a brief narrative summary of each park's ADA-compliance condition, recommendations for barrier removal, and a priority rating of low, moderate, or high. For an overview of the park ratings, see **Table 6**.

Table 6. City of Sedro-Woolley Public Park ADA Barrier Priority Levels

PARK	PRIORITY
Winnie Houser Park	High
Riverfront Park	
Memorial Park	
Bingham Park	Medium
Hammer Heritage Square	
Metcalf Park	Low
Harry Osborne Park & Caboose	
Lions Park	

Winnie Houser Park - High

The park is new, with some areas still under construction and some facilities shown on the plans are not yet installed. The parking lot paving is in excellent condition and all seven accessible parking spaces are fully compliant with slopes, cross slopes, and access aisles. The "van accessible" sign is mounted below the standard sign and is therefore too low but can easily be corrected. The cross slope of the access aisle at the comfort station was out of compliance.

The perimeter trail is asphalt paving, and the entire trail was found to have compliant running and cross slopes. The only area with non-compliant issues was the gravel paved area along the

south park boundary. There are some ruts in the trail that are deeper than the 2" allowed for un-paved trails.

The comfort stations are still under construction and the toilet partitions and toilet accessories (grab bars, toilet paper dispensers, hand dryers, soap dispensers) have not yet been installed. Some of the fixtures were found to be mounted in non-compliant locations. Considering this, we recommend the City consult the ADAAG (2010 ADA Standards) and this evaluation form to ensure future installation of these items is compliant.

Riverfront Park - High

Riverfront is one of the City's largest parks with the most amenities in the City of Sedro-Woolley's portfolio. This park has a large amphitheater, 5 covered picnic shelters; 2 of which (east and west) are larger and include sinks, fire pits, grills, multiple picnic tables, and two unisex toilet rooms each; two playgrounds for different age groups, east and west parking lots, a basketball court, 3 baseball fields, an RV park, and an off-leash dog park.

The two large picnic shelters were measured for the purpose of this evaluation as the accessible shelters, since they both include an adjacent accessible parking space.

The playgrounds are not fully accessible, but Playground #2 has been modified recently and provided with a wheelchair swing in a small adjacent space.

None of the 4 toilet rooms are fully accessible.

There are no identified accessible RV or tent spaces.

The off-leash dog park has a non-compliant picnic table.

The north baseball fields are not accessible.

Memorial Park - High

This is a small park with a comfort station, playground, two picnic tables, and a fire pit/barbeque shelter. Parking is shared with the Community Center, Library, and Senior Center. Neither picnic table has an accessible space, and one must traverse the grass to get to them.

The fire pit is a large rectangular slab mounted unit with concrete walls and metal grills inside. The shelter roof posts are in the accessible path of travel for this unit.

The playground equipment is older and not designed for disabled access. There are some pieces that could be used by the disabled, but there is no stable route to get to the equipment. The playground material is pea gravel, which is not considered ADA compliant.

Bingham Park - Medium

Bingham Park appears to have newer constructed facilities and elements. The comfort stations are new and compliant for the most part. The most complicated issue is the water closet locations, in which both are out of compliance.

The play structures are newer and compliant.

The picnic shelter has a large, bonfire style, fire pit, of which a portion can be used for cooking. There are two serving tables under the shelter that are permanently mounted in place.

The standard black vinyl coated metal picnic tables provided at all the parks, including this one, do not have an accessible wheelchair space.

There are five RV parking/camping spaces, none of which are identified as accessible. (The evaluation measurements are for the farthest east space, which is widest and closest to the sidewalk.)

The access aisle for the designated accessible space is triangular in shape and is therefore out of compliance at the narrow end for width. It is also not striped which makes it out of compliance.

Hammer Heritage Square - Medium

This park is a small, paved lot in the downtown area. There are four single user toilet rooms, with two identified as accessible. These are mostly compliant, with the most complicated non-compliant issue being the distance from the side wall to the center of the water closet. This can sometimes be corrected by furring out the side wall.

There is a gazebo at the corner which has steps on two sides and a compliant ramp leading up to the raised platform. There are four picnic tables on the site, none of which includes a wheelchair space. There are six benches, most of which have a wheelchair seating space adjacent to them.

The light tan brick walkway dissecting the site, is the route that was measured as the accessible route.

Metcalf Park - Low

This park contains a baseball field, 2 basketball courts, a multi-stall comfort station, and a large skate park.

The baseball bleacher seating areas are newer. These areas are mostly compliant. The baseball dugouts are not accessible as there are steps down into each of them. These would need to be raised or a ramp added to make them comply.

The basketball courts are newly surfaced, but there is no stable route to get to either of them except through the grass. Adding a concrete or asphalt sidewalk from the parking areas to the courts, and from one court to the next, would be a recommended fix.

While the skate park itself is not required to be accessible, the bleacher seating to watch the skaters should be made to comply. The curved sidewalk is too steep and would require handrails on each side to bring it into compliance. The cross slope of the sidewalk between the ramp and the bleachers is too steep and would need to be replaced. The bleachers should be reconfigured to allow at least 5 wheelchair spaces in and around them.

The comfort station has a few minor non-compliance issues that should be corrected. The most complicated of those is the distance from the side wall to the centerline of the water closets. The side wall can be furred out to move the grab bars closer and be compliant. This would have to be reviewed to ensure it does not make the stall too small.

Harry Osborne Park & Caboose - Low

This is a small roadside novelty park that accesses a couple of railroad cars. There is a gravel parking lot with no marked parking spaces or designated accessible spaces. There is an access deck at one end with a bench that was measured for this evaluation. There are no Priority 3 (toilets) or Priority 4 (drinking fountains) on this site.

Lions Park - Low

This is a small roadside picnic stop with two picnic tables and two grills. There are no Priority 3 (toilets) or Priority 4 (drinking fountains) items in this park. There are three parking spaces, one designated as accessible. The accessible space is not van accessible but could be made into a van space. Neither of the picnic spaces are fully compliant.

C.2.2 Trails Summaries

As of publication of this ADA Transition Plan, the City has two existing trails under its jurisdiction.

FEMA Interpretive Trail

There is an Interpretive Trail on the FEMA property adjacent to Riverfront Park. The woodchip path is accessed from River Road via a gravel driveway. The trail was not surveyed for specific ADA non-compliance features. The trail is not designated as an ADA accessible trail.

Cascade Trail

The Cascade Trail is a gravel facility from Metcalf St to the east City limits (approximately 400 feet east of Township St). This portion of trail includes a marked pedestrian crossing at Township St with curb ramps and detectable warning surfaces (DWS). Other crossings within City limits do not have marked crossings, curb ramps, DWS, or blended transitions. These are noted as public-right-of way barriers in the curb ramp inventory. The trail is not designated as an ADA accessible trail within City limits. Improvements to the Cascade Trail are currently a long-range (2037) planned project in the City's TIP and Comprehensive Plan.

Further east, under county jurisdiction, the Cascade Trail is paved and there is a trailhead just west of Fruitdale Rd with an accessible parking stall. These areas, which are outside City limits, were not evaluated as part of this ADA Transition Plan effort but are notated here for informational purposes.

C.2.3 Parks Barrier Prioritization Matrix

The consultant team developed a building barrier prioritization matrix to compare three schemes of prioritization relevant to implementing barrier removal:

- Federal Guidelines (used in individual building compliance checklists)
- CONSULTANT-developed Facility Public Use/Risk Level
- Cost Estimates

Federal Guidelines

The evaluation checklists are based on the four priorities listed in the U.S. Department of Justice (DOJ) [ADA Title III Regulations \(28 CFR Part 36.304\)](#) for places of public accommodation and the amendment to the ABA Guidelines regarding camping facilities, picnic facilities, viewing areas, trails, and beach access routes mentioned above:

- **Priority 1** - Accessible approach and entrance (typically from the identified accessible parking spaces to the accessible activity, playground, court, field, shelter, etc.)
- **Priority 2** - Access to goods and services (play components, public and team seating, route between features, picnic table, fire grills, utility hook-ups, etc.)
- **Priority 3** - Access to public toilet rooms (multi stall and/or unisex toilets)
- **Priority 4** - Access to other items (amenities) such as water fountains and public telephones

Public Use/Risk Level (from Park Summaries)

These are the parks summary ratings of “**HIGH**,” “**MEDIUM**,” and “**LOW**” assigned to each park based on a composite evaluation. First, the team considered the frequency of use or likelihood of park use by members of the ADA community (high = many users to low = fewer users). Secondly, the architect subjectively evaluated how compliant the park facilities are overall to determine a risk level (high = more deficiencies to low = fewer deficiencies). Equity of access was also considered (high = free access/events to low = paid events). Together, these three factors informed the assignment of public use/risk level for each park facility.

Cost Estimates

To assist City staff in making budget decisions for the barrier removal schedule below, the matrix visually displays **cost estimates** according to the various shades of green (light = less expensive to dark = more expensive).

For the Park Facilities Barrier Prioritization Matrix Elements, see **Figure 6**. For the complete Sedro-Woolley Park Facilities ADA Barrier Prioritization Matrix, see **Figures 7-10** and **Appendix D**.

Figure 6. Park Facilities ADA Barrier Prioritization Matrix Elements

Sedro-Woolley ADA Barrier Park Facilities Prioritization Matrix	Federal Guidelines Priority (x-axis)			
Facility Public Use Risk Level (y-axis) Frequency of Use and Likelihood of ADA User Type; measure of City risk created by ADA Assessment Team	Priority 1 (Highest)	Priority 2	Priority 3	Priority 4
High Risk	\$\$	\$	\$\$\$\$	\$\$
Medium Risk	\$	\$\$\$\$\$	\$	\$
Low Risk	\$\$\$	\$	\$	\$\$\$\$\$

Cost
≥ \$100,000
\$50,000 < \$100,000
\$10,000 < \$50,000
\$1,000 < \$10,000
\$0 < \$1000
\$0

Note: Dollar amounts are examples only for purpose of explaining matrix elements. See Figures 7-10 for real cost estimates. Cost estimates are independent from the risk level.

Figure 7. Park Facilities ADA Barrier Prioritization Matrix - Priority 1

Risk Level - Frequency of Use and Likelihood of ADA User Type	Parks and Trails Facility	Priority 1 - Approach and Entrance (Exterior to Facility)				
		Parking	Curb Ramps	Route from Parking to Park Facilities	Exterior Ramps	Exterior Steps
High	Winnie Houser Park	\$8,750.00	\$0.00	\$0.00	\$0.00	\$0.00
High	Riverfront Park	\$0.00	\$0.00	\$0.00	\$7,500.00	\$0.00
High	Memorial Park	\$6,450.00	\$0.00	\$0.00	\$0.00	\$0.00
Medium	Bingham Park	\$2,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00
Medium	Hammer Heritage Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	Metcalf Park	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	Harry Osborne Park & Caboose	\$4,750.00	\$0.00	\$0.00	\$7,500.00	\$0.00
Low	Lions Park	\$7,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Total by Priority Subgroup		\$30,450.00	\$4,000.00	\$0.00	\$15,000.00	\$0.00
Total by Priority		\$49,450.00				

Figure 8. Park Facilities ADA Barrier Prioritization Matrix - Priority 2

Risk Level - Frequency of Use and Likelihood of ADA User Type	Parks and Trails Facility	Priority 2 - Access (to/from Park Facilities and Constructed Features)						
		Routes to Play Components, Fields, other	Playground, Play Structures, Transfers	Bleacher and Team Seating	Picnic Facilities, Tables, Fire Grills	Camp Facilities; Tents, RV's, Utility	Misc., Fire Rings/Grills, Water Hydrants, Trash	Doors and Gates
High	Winnie Houser Park	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
High	Riverfront Park	\$285,750.00	\$65,000.00	\$25,000.00	\$11,250.00	\$406,500.00	\$52,500.00	\$0.00
High	Memorial Park	\$15,000.00	\$65,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00
Medium	Bingham Park	\$7,500.00	\$5,000.00	\$0.00	\$13,750.00	\$7,000.00	\$33,750.00	\$0.00
Medium	Hammer Heritage Park	\$0.00	\$0.00	\$0.00	\$51,250.00	\$0.00	\$0.00	\$0.00
Low	Metcalf Park	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	Harry Osborne Park & Caboose	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Low	Lions Park	\$0.00	\$0.00	\$0.00	\$12,250.00	\$0.00	\$0.00	\$0.00
Total by Priority Subgroup		\$522,250.00	\$135,000.00	\$25,000.00	\$109,500.00	\$413,500.00	\$86,250.00	\$0.00
Total by Priority								\$1,291,500.00

Figure 9. Park Facilities ADA Barrier Prioritization Matrix - Priority 3

Risk Level - Frequency of Use and Likelihood of ADA User Type	Parks and Trails Facility	Priority 3 - Toilet Rooms, Comfort Stations	
		Single User Toilet Rooms	Multi-User Toilet Rooms
High	Winnie Houser Park	\$0.00	\$22,000.00
High	Riverfront Park	\$54,000.00	\$124,700.00
High	Memorial Park	\$51,900.00	\$73,800.00
Medium	Bingham Park	\$0.00	\$47,700.00
Medium	Hammer Heritage Park	\$0.00	\$42,550.00
Low	Metcalf Park	\$0.00	\$65,000.00
Low	Harry Osborne Park & Caboose	\$0.00	\$65,000.00
Low	Lions Park	\$0.00	\$0.00
Total by Priority Subgroup		\$105,900.00	\$440,750.00
Total by Priority			\$546,650.00

Figure 10. Park Facilities ADA Barrier Prioritization Matrix - Priority 4

Risk Level - Frequency of Use and Likelihood of ADA User Type	Parks and Trails Facility	Priority 4 - Other Amenities & Emergency Services	
		Drinking fountains	Fire Alarms
High	Winnie Houser Park	\$0.00	\$0.00
High	Riverfront Park	\$7,500.00	\$0.00
High	Memorial Park	\$0.00	\$0.00
Medium	Bingham Park	\$0.00	\$0.00
Medium	Hammer Heritage Park	\$8,000.00	\$0.00
Low	Metcalf Park	\$0.00	\$0.00
Low	Harry Osborne Park & Caboose	\$0.00	\$0.00
Low	Lions Park	\$0.00	\$0.00
Total by Priority Subgroup		\$15,500.00	\$0.00
Total by Priority		\$15,500.00	

C.2.4 Trails Prioritization Recommendations

It is recommended the City:

- Address ADA barriers along the City-administered portion of Cascade Trail in accordance with the City's Comprehensive Plan
- Consider adding the FEMA Interpretive Trail to its Comprehensive Plan as a long-range ADA trail project.

C.3 Parks and Trails Barrier Removal Cost Estimates

C.3.1 Cost Estimate Assumptions

ProDims, LLC., provided cost estimates based on the assumptions identified in **Section B.3.1**.

C.3.2 Cost Estimate Summary - Parks

A summary of the construction cost estimates by park facility risk level is provided in **Table 7**. Costs estimates by Federal Priority and Risk Level are provided above in **Figures 7 - 10** and in **Appendix D**.

Table 7. Summary of Parks Barrier Removal Construction Cost Estimates by Facility

Risk Level	Parks and Trails Facility	Construction Cost Estimate by Facility (\$2021)
High	Winnie Houser Park	\$50,750
High	Riverfront Park	\$1,039,700
High	Memorial Park	\$233,150
Medium	Bingham Park	\$120,700
Medium	Hammer Heritage Park	\$101,800
Low	Metcalf Park	\$255,750
Low	Harry Osborne Park & Caboose	\$81,250
Low	Lions Park	\$20,000
Grand Total		\$1,903,100

C.3.3 Cost Estimate Summary - Trails

As of 2021, the City does not have any ADA accessible trails under its jurisdiction. A cost estimate to remove barriers by creating an ADA accessible trail has not been prepared.

C.4 Parks and Trails Barrier Removal Financial Plan and Schedule

C.4.1 Parks Barriers Financial Plan and Schedule

The **2021 CIP** includes \$35,000 for a Parks and Recreation Program Master Plan, which will incorporate ADA upgrades.

The **2021-2026 CIP** includes three new parks projects that will add new capacity and should be constructed to current ADA standards.

- Memorial Park Redevelopment:
 - Phase 1 - 2022 \$377,000 (seeking funds)
 - Phase 2 - 2023 \$150,000 (seeking funds)
- Olmsted Park development:
 - Phase 1 – 2022 \$1,257,000 (funded)
 - Phase 2 – 2023 \$550,000 (seeking funds)
- Reed Street Park development: 2026 \$500,000 (seeking funds)

C.4.2 Trails Barrier Financial Plan and Removal Schedule

The **2021-2026 CIP** does not include any trail expansion or upgrade projects.

The **2021-2026 Arterials CIP** includes the Jones/John Liner/Trail Corridor project that is planned to have a shared use path on one side for the length of the corridor. This will add new trail capacity and should be constructed to current ADA standards.

C.4.3 Parks and Trails Barrier Removal Schedule with Programmed Funding Summary

The City has planned to utilize budget from Accessible Parking and Building Facilities funds identified in **Table 20** towards Parks/Trails barrier removal. Other redevelopment and new capacity projects, if funded, could also expand accessible parks facilities within the City. For a summary table of the planned budget for all ADA barriers, including parks and trails barriers, see **Table 20**.

This may change due to the City's ability to fund ADA barrier removal projects and is subject to annual budget review and reassessment. As of 2021, the impacts of COVID-19 on the City budget are yet to be determined.

For more information, see most recent City of Sedro-Woolley budget.

D. Public Right of Way

D.1 Public Right of Way Self-Evaluation and Compliance Activities to Date

The City has demonstrated prior efforts at public right of way ADA self-assessment through its windshield curb ramp and audible pedestrian signal inventories as well as planning efforts demonstrated by ADA improvement projects identified in the City's Six-Year Capital Facilities Program. The City also has a long-standing practice of upgrading non-compliant curb ramps to compliant status with capital projects.

D.1.1 Curb Ramp Inventory

The City conducted an ADA inventory and assessment of its curb ramps in 2014 and has been utilizing GIS to update the inventory as curb ramp status changes. The City amended a curb ramp grading system used by the Virginia State DOT (VDOT) and added a "Not Rated" (NR) category. The assigned curb ramp RATING grade was based on the lowest graded attribute (i.e., if a ramp were 48" or greater in width but had no detectable warning surface, it would receive a "C" RATING grade). See **Table 8**.

Table 8. Curb Ramp Grading System (VDOT) Amended by Sedro-Woolley

Grade	Ramp Width	Detectable Warning Surface	Material Condition
A GREEN	48" or greater	Truncated Dome	<u>Fair or Better Condition</u> Limited or tight cracking, faulting (<1/4"), isolated spalling
B LT GREEN	>36" to <48"	Exposed Aggregate Surface or Diamond Shape Stamp	<u>Poor Condition</u> Moderate cracking, faulting (1/4"-3/4"), moderate spalling
C YELLOW	36" or less	No detectable warning surface	<u>Very Poor Condition</u> Severe cracking, faulting (>3/4"), extensive spalling. <i>Grade C also includes sidewalks that extend to the roadway, are flush with pavement and have no detectable surface.</i>
D RED	A curb ramp is needed but does not exist at the location to access an existing sidewalk where it crosses a curb.		
NA	A curb ramp is NOT needed at the location (typically because either a sidewalk does not exist or there is no curb at this location).		
NR	<i>Not Rated</i>		

Transportation Solutions, Inc., partnered with the City to refine the curb ramp inventory to identify compliance attribute data to account for the distinction between curb ramps and blended transitions. Data sampled were evaluated using Google Maps® and in consultation with City of Sedro-Woolley Public Works staff. See **Figures 11 and 12** and **Table 9**.

Figure 11. Revised Sedro-Woolley Curb Ramp Inventory ADACOMPLIA Categorization

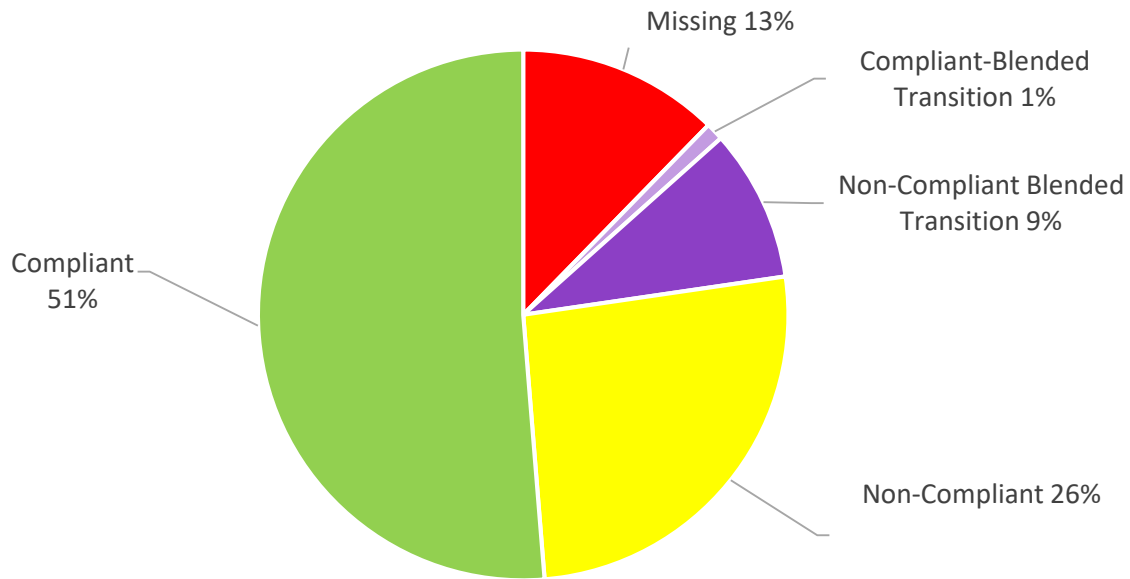
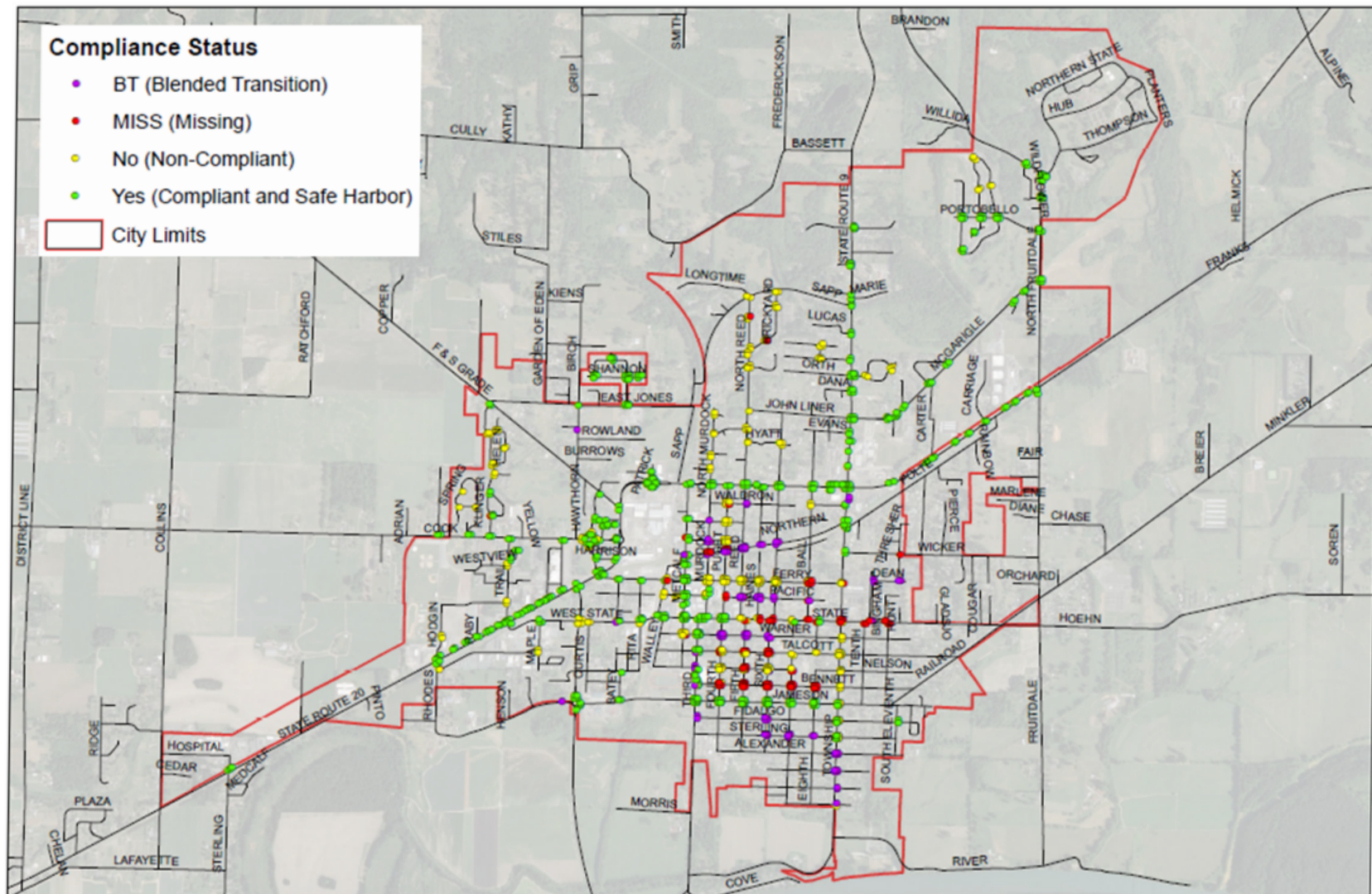


Table 9. Revised Sedro-Woolley Curb Ramp Inventory ADACOMPLIA Attribute Data

ADACOMPLIA	Revised Definition	Total	Percentage
MISS	Location where a Ramp is needed but does not exist.	114	13%
Non-Compliant BT	Non-Compliant Blended Transition - (Pedestrian Crossing/Sidewalk issue, not curb ramp)	86	9%
Compliant BT	Compliant Blended Transition - (Pedestrian Crossing/Sidewalk issue, not curb ramp)	10	1%
No	Non-Compliant. Ramp exists but does not meet 2010 ADA/2011 PROWAG standards or Safe Harbor	241	26%
Yes	Ramp exists and meets 2010 ADA/2011 PROWAG standards or Safe Harbor	475	51%
Total - All Categories		926	100%

Figure 12. Sedro-Woolley Curb Ramp Inventory (December 2020)



The curb ramp RATING attribute data fits into the ADA compliance categories as shown in **Figure 13** and **Table 10**.

Figure 13. Revised Sedro-Woolley Curb Ramp Inventory RATING Categorization

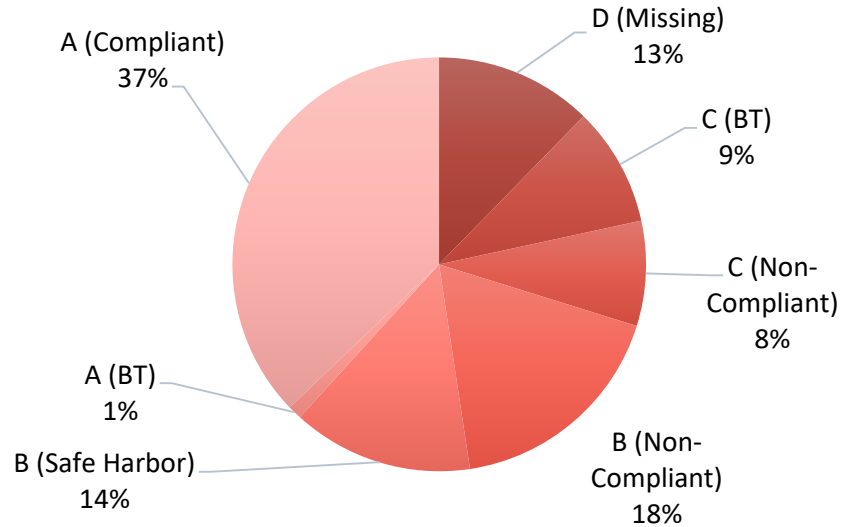


Table 10. Revised Field Definitions and Corresponding Rating and Barrier Removal Priority

	ADACOMPLIA Definitions	RATING	Count	%	Barrier Removal Priority
MISS	Location where a Ramp is needed but does not exist.	D	114	13%	1
BT*	Blended Transition - Non-Compliant. (Pedestrian Crossing/Sidewalk issue, not curb ramp)	C	86	9%	2
BT*	Blended Transition - Compliant. (Pedestrian Crossing/Sidewalk issue, not curb ramp)	A	10	1%	-
No	Non-Compliant. Ramp exists but does not meet 2011 PROWAG standards or Safe Harbor - worse condition	C	76	8%	2
	Non-Compliant. Ramp exists but does not meet 2011 PROWAG standards or Safe Harbor.	B	165	18%	3
Yes	Ramp exists and meets Safe Harbor	B	131	14%	4
	Ramp exists and meets 2011 PROWAG standards	A	344	37%	-
Total - All Categories			926	100%	-

In general, fair or better condition ramps tend to be found along arterials and new developments while poor or very poor ramps predominate in older established residential areas. This is consistent in communities with older residential areas built before the adoption of right-of-way design standards and the ADA circa 1990 requiring sidewalks/curb ramps.

D.1.2 Sidewalks

The City has a Pedestrian Facilities GIS feature class in its database. This feature class shows where sidewalks of various types and crosswalks are located; it does not specifically identify missing sidewalk segments. See **Figure 14**.

Visual analysis via Google Maps® revealed lack of sidewalks or gaps in sidewalks in the following areas:

- Industrial area and residential streets south of West State St between Rhodes Rd and Third St.
- Residential streets south of Jameson St between Third St and Badger St.
- Residential streets east of Township St and south of State St to City limits.
- Residential streets east of Metcalf St and north of State St to City limits.
- Select collector and local streets north of SR 20.
- Wicker Rd (sidewalk east and west of Redwood Lane does not connect to neighboring streets).
- Transition from sidewalk to path at south end of Dunlop St including drainage grate.

Absence of sidewalks is not in and of itself an ADA barrier. However, safety is a legitimate concern for roadways without dedicated pedestrian facilities or with narrow/absent shoulders. ADA sidewalk barriers related to sidewalks are often upheaval, driveway cuts, cracks, fixed objects blocking the path of travel and overgrown vegetation. Snow/ice and water from flooding also present temporary barriers. See **Figure 15** for an example of a sidewalk obstructed by overgrown vegetation.

In older neighborhoods, pavement overlays are often constructed to intersect at grade with sidewalks, so the pavement/sidewalk interface is flush (i.e., Blended Transition). While these roadway/sidewalk interfaces may not present a barrier to mobility if in good condition, they are considered non-compliant due to lack of a detectable warning surface that indicates a street crossing to pedestrians, particularly those that are sight impaired. See **Figure 16** for an example of a non-compliant crossing due to a lack of a detectable warning surface at the interface between sidewalk and roadway.

Figure 14. Sedro-Woolley Sidewalk Facilities (May 2020)

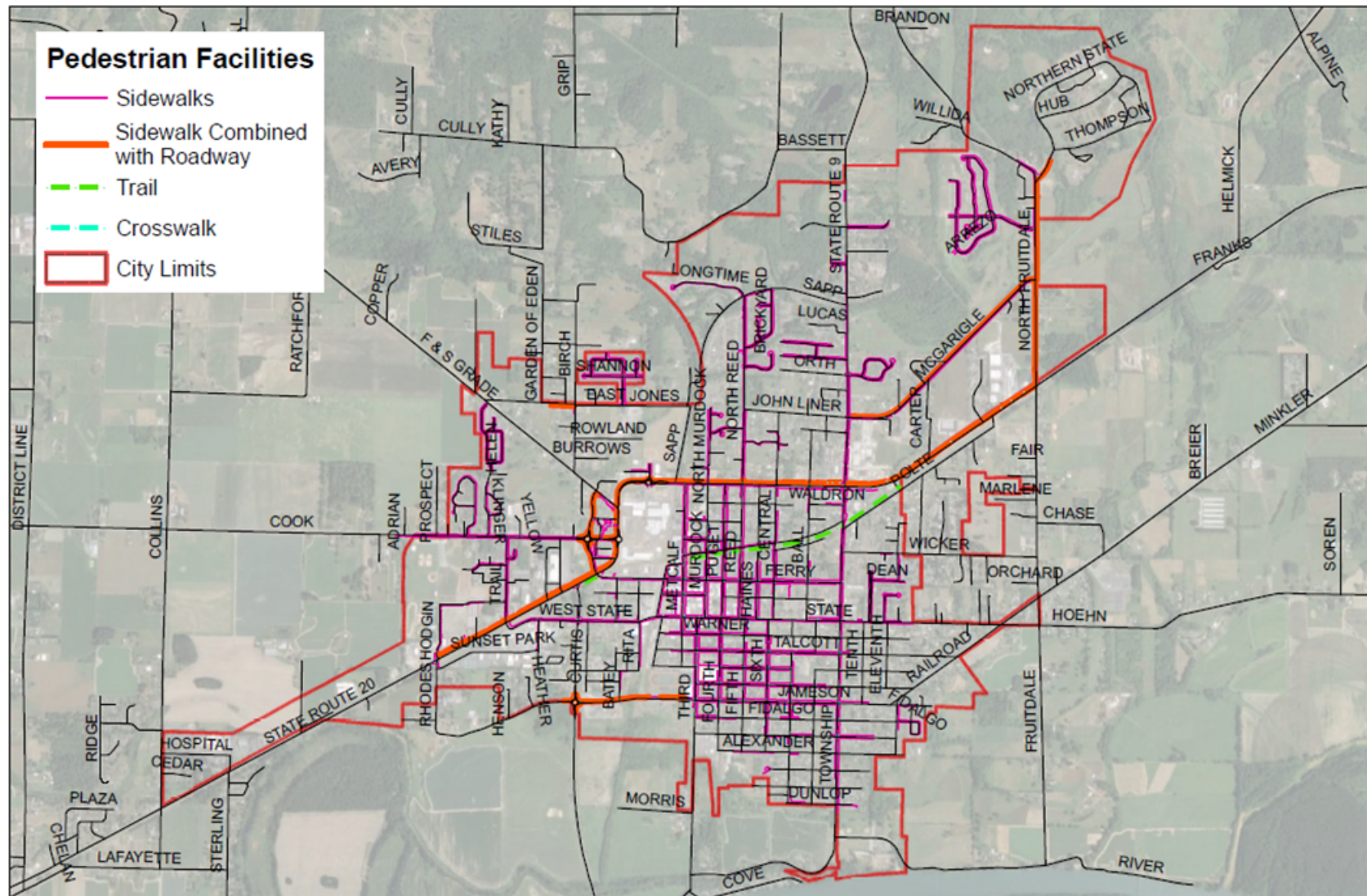


Figure 15. Overgrown Vegetation along Sidewalk at 899 Jameson Street**Figure 16. Lack of Detectable Warning Surface and Fixed Object at 677 Virginia Ave.**

D.1.3 Driveway Interface with Sidewalks

The City intends to pursue a more detailed assessment of the driveway/sidewalk interface at a future update of the ADA Transition Plan. For the purposes of this initial self-evaluation, the Consultant conducted spot checks on Google maps for the interface between driveways and sidewalks. Many older residential areas have sidewalks set back from the roadbed/shoulder and buffered by landscaping/greenery on at least one side of the street where the sidewalk is continuous or is level with driveways. Newer residential developments have sidewalks extending through driveways with varying degrees of slope. Otherwise, newer, or reconstructed

arterial roadways appear to have functional, shallower side slopes connecting sidewalks to driveways that appear compliant to current standards.

D.1.4 Accessible Parking

The City is responsible to provide accessible parking per the 2010 ADA Standards for parking spaces provided below. For more information, see the National ADA Network's [2017 Fact Sheet on Accessible Parking](#). Table 208.2 is reproduced in **Table 11**.

208 Parking Spaces.

208.1 General. Where parking spaces are provided, parking spaces shall be provided in accordance with 208. **EXCEPTION:** Parking spaces used exclusively for buses, trucks, other delivery vehicles, or vehicular impound shall not be required to comply with 208 provided that lots accessed by the public are provided with a passenger loading zone complying with 503.

208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2 and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

Advisory 208.2 Minimum Number. The term "parking facility" is used in Section 208.2 instead of the term "parking lot" so that it is clear that both parking lots and parking structures are required to comply with this section. The number of parking spaces required to be accessible is to be calculated separately for each parking facility; the required number is not to be based on the total number of parking spaces provided in all of the parking facilities provided on the site.

208.2.4 Van Parking Spaces. For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.

Table 11. 2010 ADA Standards Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Standard Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

* For minimum number of van-accessible parking spaces, see [Table 208.2](#) of the Guide to 2010 ADA Standards.

The Federal Highway Administration (FHWA) identifies the 2011 PROWAG guidelines as recommended best practices and can be considered the state of the practice that could be followed for areas not fully addressed by the present 2010 ADA Standards. The [U.S. Access Board R214 On-Street Parking Spaces](#) states that where on-street parking is provided on the block perimeter and the parking is marked or metered, accessible parking spaces complying with R309 shall be provided in accordance with Table R214, reproduced as **Table 12**. Note: the 2011 PROWAG is not an enforceable standard.

Table 12. 2011 PROWAG U.S. Access Board Table R214 On-Street Parking Spaces

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Number of Standard Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 and over	4% of total

The City has not inventoried its marked or metered parking stalls to determine whether the number of ADA accessible stalls complies with federal standards. The ADA Building Evaluations do assess accessible parking for individual building facilities (see **Section B** and **Appendix A**).

Transportation Solutions conducted a brief review on Google Maps® to identify streets with marked on-street parking. These streets included:

- Metcalf St
- Third St
- Murdock St
- Puget St
- Gibson St
- Munro St
- Ferry St
- Woodworth St
- State St
- Jameson St
- Bennett St

D.1.5 Accessible Pedestrian Signal (APS) Inventory and Policy

The City does not currently own/maintain any signalized intersections and does not have an APS policy. The signalized intersections along SR 20 within the City are owned/maintained by WSDOT in accordance with State policy.

The City has one HAWK (High-Intensity Activated CrossWalk Beacon) signal on SR 20 that is maintained by WSDOT. The City has three RRFB (Rectangular Rapid-Flashing Beacon) locations:

State Street High School, SR 9 at John Liner/McGarigle and Fruitdale at McGarigle. The City is inventorying these items for their ADA status in 2021.

As part of this Transition Plan, the City adopted an APS Policy modelled on the WSDOT Policy. See **Appendix F**.

D.1.6 Recent Compliance Activities to Date

The City has been making progress in recent years to remove existing accessibility barriers in the public right of way. The City upgrades curb ramps as part of its Arterial Capital Improvement Program (CIP), which has averaged one project per year over the last fourteen years. These projects include sidewalk and driveway crossings to various degrees. **Table 13** identifies the projects and financial investments made in the last seven years related to curb ramps, totaling an average annual investment of \$72,000 directly associated with construction costs. There are often design, permitting, construction management, and sometimes right-of-way or easement acquisition costs associated with each of these projects as well. These additional costs are not included in the average annual investment of \$72,000 but often represent approximately 10 to 25 percent of a projects' construction cost. The combination of these investments is one explanation for the City's 52% compliant curb ramp inventory.

Table 13. Recent City of Sedro-Woolley ADA Improvements to Curb Ramp Inventory

Year	Project Name	ADA Component	Financial Investment* (approx. \$)
2014	SR 20/Cook Road Realignment & Extension Project	28 ramps (6 upgrades/barrier removal, 22 new)	\$32,000
2014	3 rd Street Overlay and Sidewalk Project	27 ramps (all upgrades/ barrier removal)	\$42,000
2015	Jameson Arterial Extension to SR9 Project	11 ramps (new)	\$22,000
2016	Ferry Street Overlay Project	4 ramps (all upgrades/barrier removal)	\$10,000
2017	SR 20/Cascade Trail West Extension Phase 1A and 1B Project	31 ramps (6 upgrades/barrier removal, 25 new)	\$103,000
2018	Fruitdale Road Arterial Improvements Project	16 ramps (8 ramp upgrades/barrier removal, 8 new)	\$44,000
2018	State Street Pavement & Utility Improvements Project	19 ramps (all ramp upgrades/barrier removal)	\$53,000
2019	Complete Streets Sidewalk and ADA Upgrade Project	10 ramps (all ramp upgrades/barrier removal)	\$30,000
2020	Jameson Street Overlay Project	35 ramps (all ramps upgrades/barrier removal)	\$168,000
Total			\$504,000

* Approximate construction costs only (excludes engineering, permitting, and right-of-way costs)

D.2 Public Right of Way Barrier Prioritization & Removal Recommendations

D.2.1 Curb Ramps

Curb Ramp Barrier Prioritization

Curb ramp barriers were prioritized using the GIS (Geographic Information System) model documented in **Appendix E**. The GIS model maps and documentation equip the City with the tools to monitor, update and re-prioritize barriers at future ADA Transition Plan updates.

The following summary tables and maps identify the three levels of priorities used within the GIS model. The model was created to accommodate the general prioritization criteria identified in **Section A.4** in that it identifies curb ramp barriers near planned City projects. Note: The GIS maps include blended transition barriers as well as curb ramp barriers.

Of the 441 curb ramp barriers, over half are non-compliant existing curb ramps. Approximately a quarter are locations where ramps are missing. The remainder are non-compliant Blended Transition locations. See **Table 14**.

Table 14. Breakdown of Curb Ramp Barriers by ADA Compliance Status

ADA Compliance Status	Count	%
Not Compliant Existing (No)	241	54.6%
Missing (MISS)	114	25.9%
Not Compliant Blended Transition (BT)	86	19.5%
Total	441	100%

The GIS prioritization model uses spatial analysis to identify curb ramps within fifty feet of high priority locations identified by the City. The GIS model prioritizes curb ramps barriers into three levels based on:

- 1) Proximity to transportation improvement or capital facilities projects (TIP/CFP);
- 2) Proximity to likely ADA destinations (LAD); and
- 3) Remaining barriers

Table 15 shows each priority level with select attribute data for the features within each priority level group.

Table 15. Breakdown of Curb Ramp Barrier Priority Levels by Rating, Count, and Percentage

Priority Level	TIP/CFP Status	Description	ADA Compliance Status	Rating	Count	%
1	TIP/CFP	Within (≤) 50 feet of planned TIP/CFP Project	MISS	D	35	
			BT	C	36	
			No	C	12	
				B	45	
Priority Level 1 Sub-Total					128	29.0%
2	Likely ADA Destinations (LAD) and Non-TIP/CFP)	Beyond (>) 50 feet of planned TIP/CFP Projects and within (≤) 50 feet of Likely ADA Destinations	MISS	D	20	
			BT	C	7	
			No	C	10	
				B	76	
Priority Level 2 Sub-Total					113	25.6%
3	Remainder	Beyond (>) 50 feet of planned TIP/CFP Projects and beyond (>) 50 feet of Likely ADA Destinations	MISS	D	59	
			BT	C	43	
			No	C	54	
				B	44	
Priority Level 3 Sub-Total					200	45.4%
Curb Ramp Barrier Total					441	100%

Maps

For a map of all curb ramp barriers with TIP/CFP and LAD overlays, see **Figure 17**.

For a map of Priority Level 1 barriers with TIP/CFP overlay, see **Figure 18**.

For a map of Priority Level 2 barriers with TIP/CFP and LAD overlays, see **Figure 19**.

For a map of Priority Level 3 barriers with TIP/CFP and LAD overlays, see **Figure 20**.

For spreadsheet lists of each curb ramp barrier priority group, see the GIS Curb Ramp Barrier Priority Group Spreadsheets in **Appendix E**.

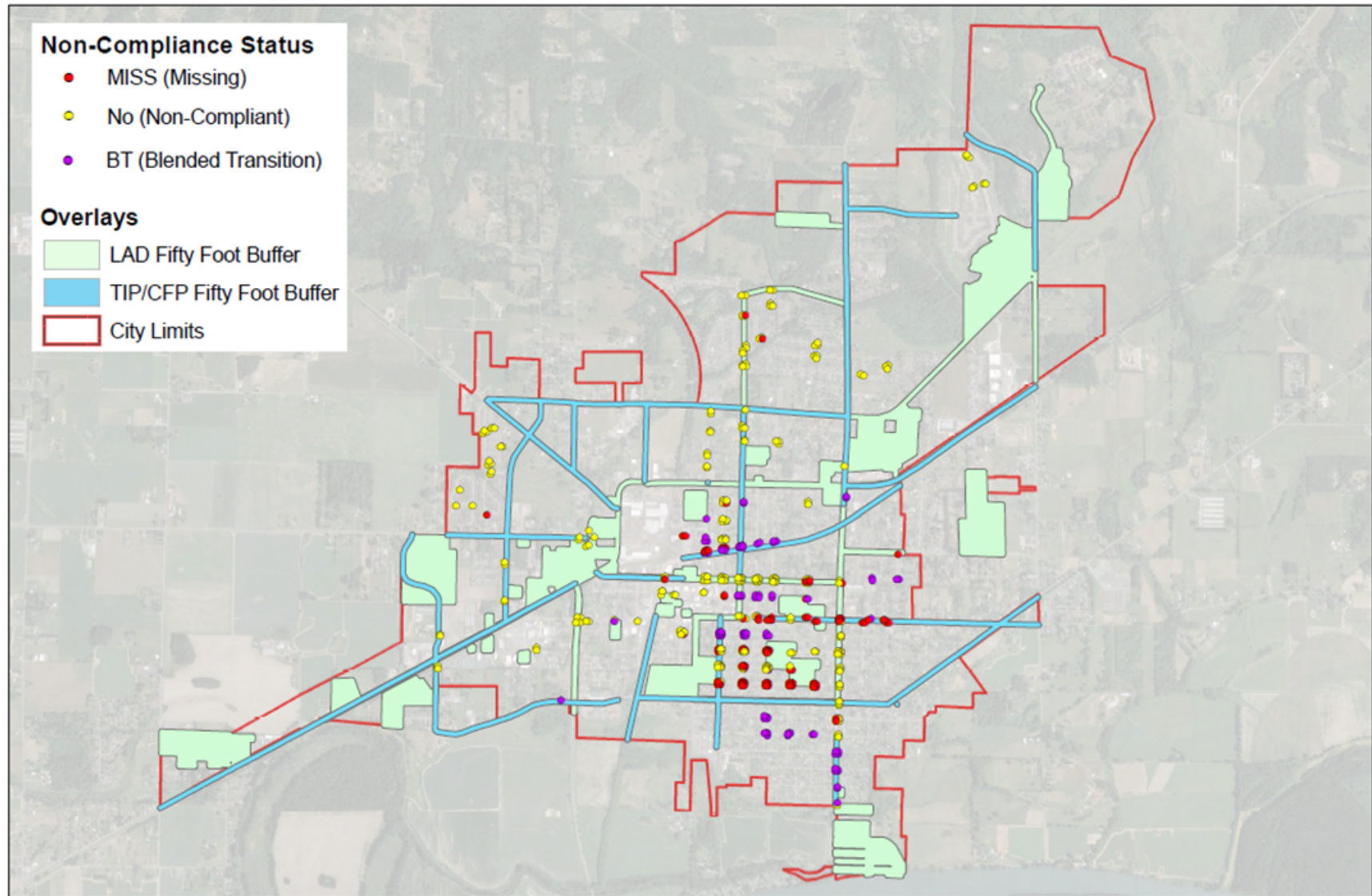
Figure 17. Curb Ramp Barrier Inventory with TIP/CFP and LAD Overlays (Dec 2020)

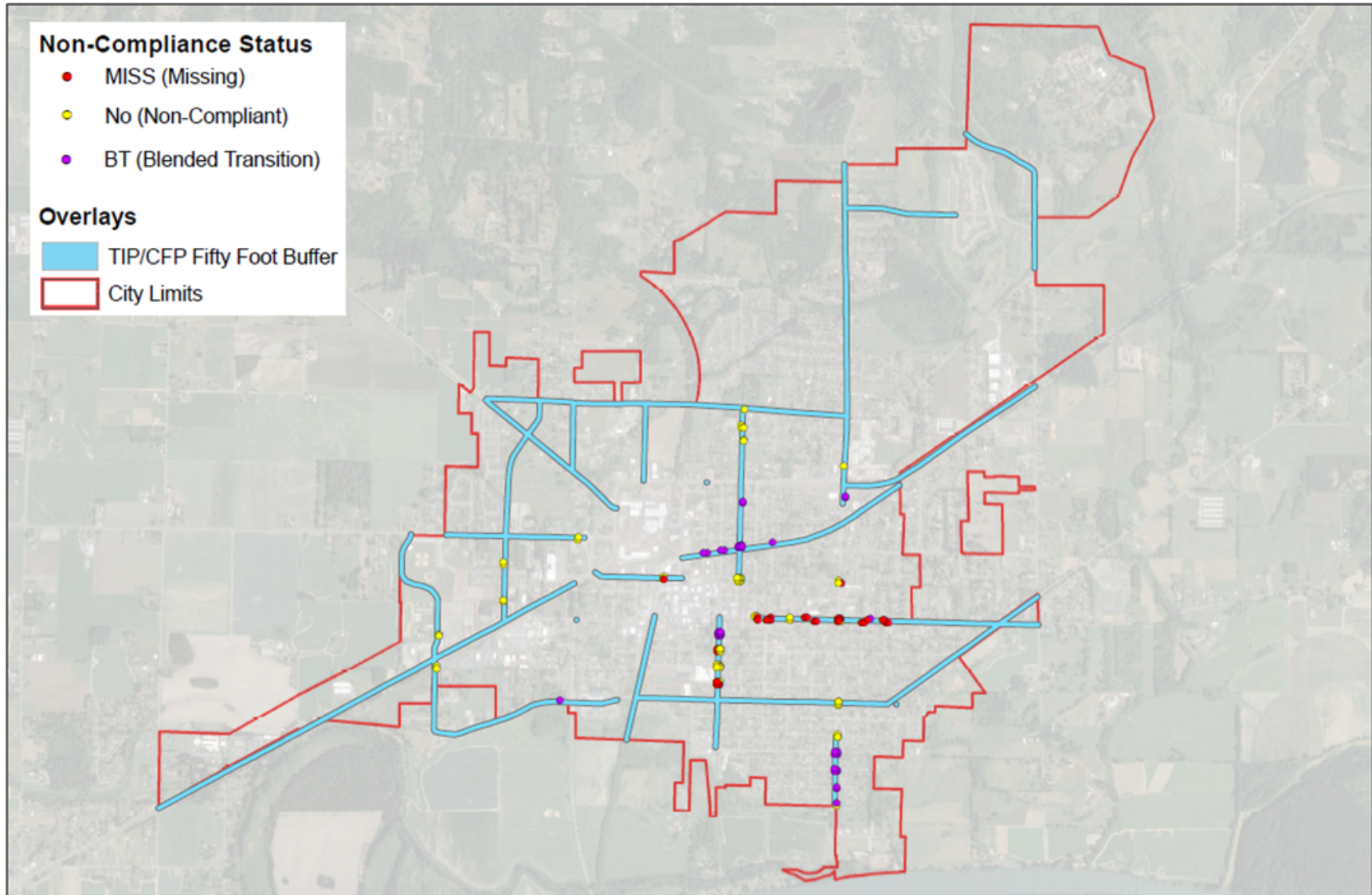
Figure 18. Priority Level 1 Curb Ramp Barriers with TIP/CFP Overlay (Dec 2020)

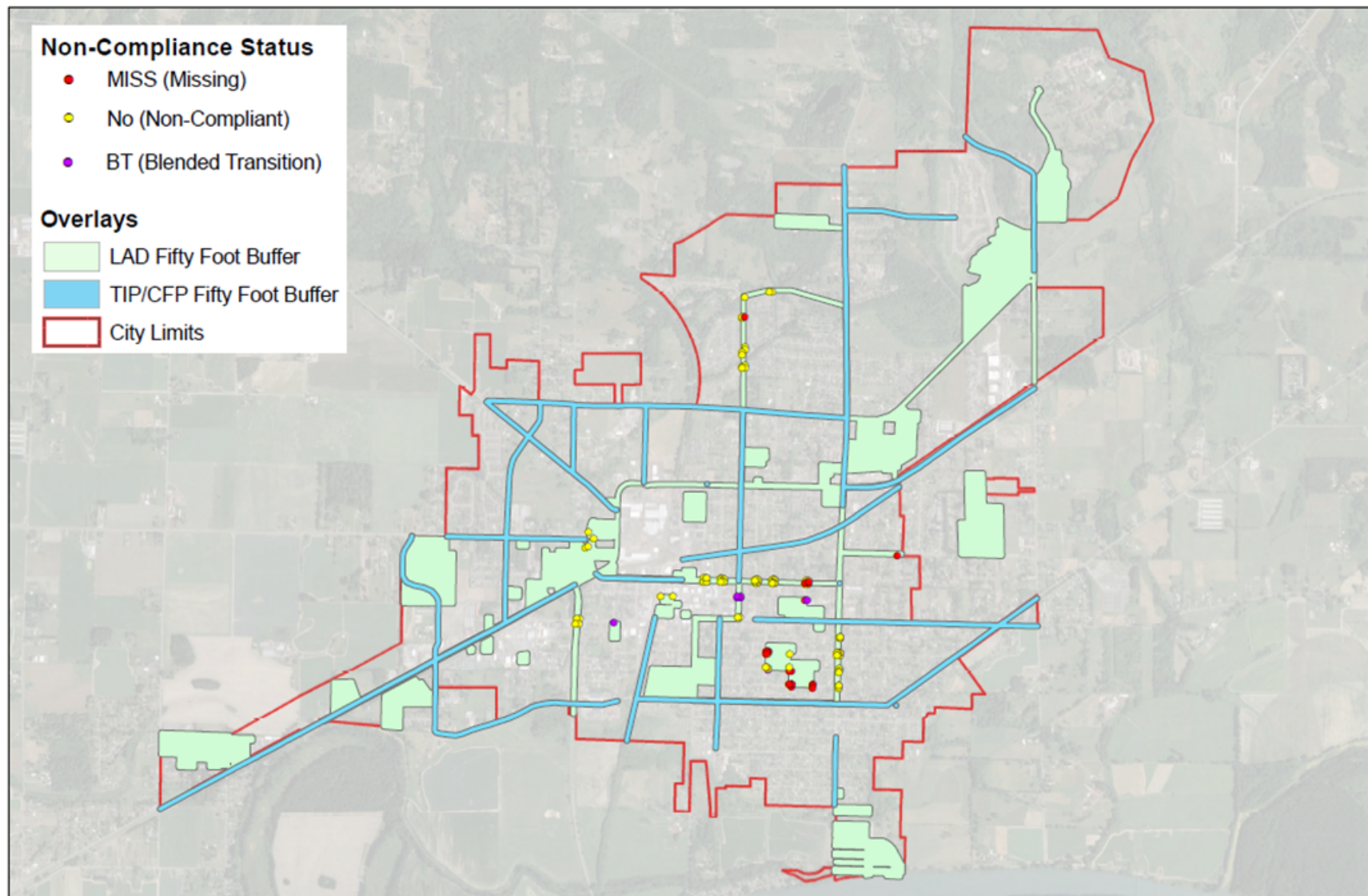
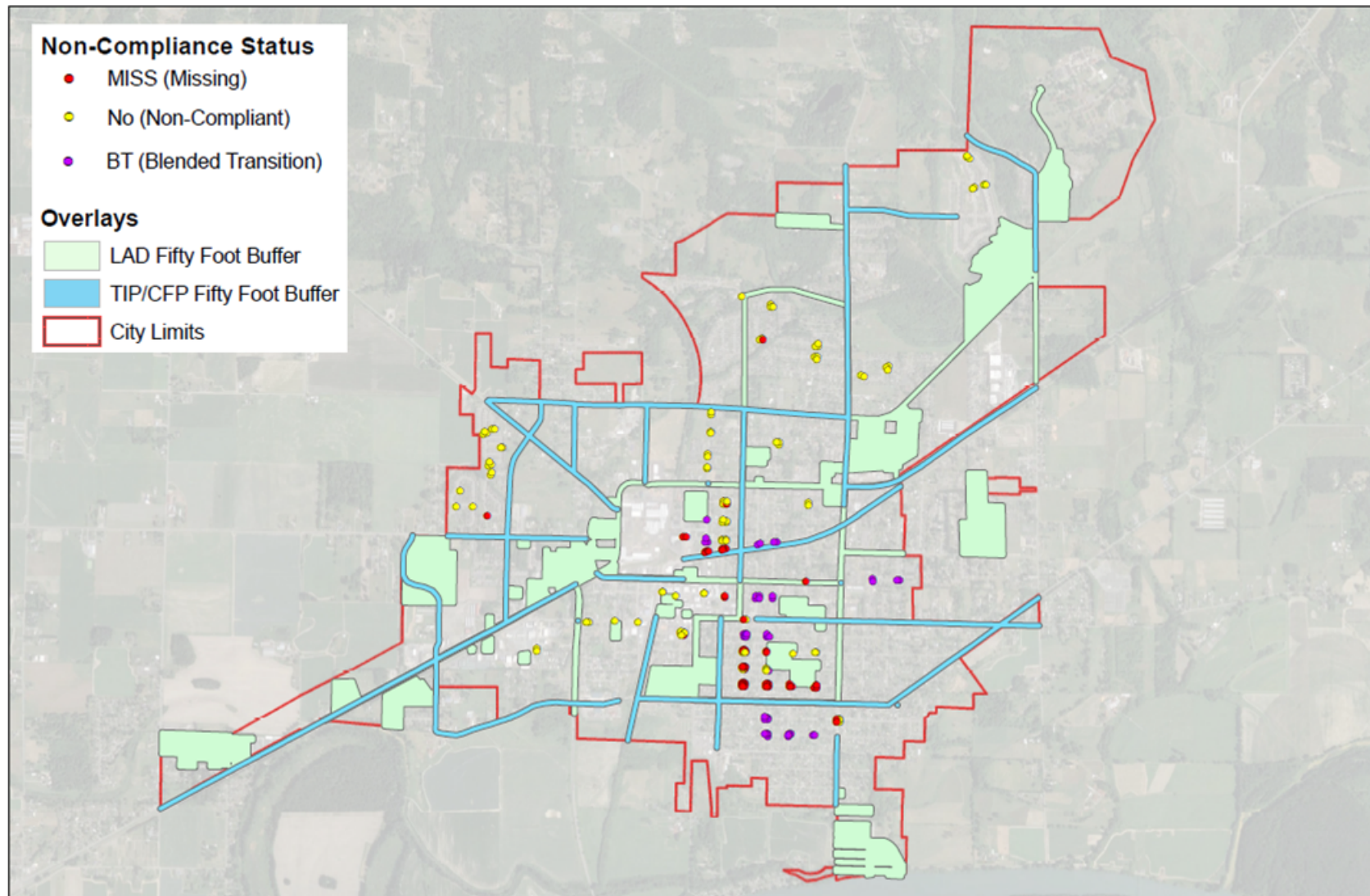
Figure 19. Priority Level 2 Curb Ramp Barriers with TIP/CFP and LAD Overlays (Dec 2020)

Figure 20. Priority Level 3 Curb Ramp Barriers with TIP/CFP and LAD Overlays (Dec 2020)

Curb Ramp Barrier Removal Recommendations

It is recommended the City:

- In accordance with the general prioritization criteria established in **Section A.4**, consider the barriers identified by the public through grievances or requests when selecting high priority barriers for removal during annual budgeting activities.
- Utilize the GIS Prioritization Model as a tool for selection and monitoring of curb ramp barrier removal.
- At future updates of the plan, consider developing similar GIS prioritization models based on TIP/CFP and LAD overlays for other public right of way barriers.
- Consider GIS priority barriers by corridor groupings or sub-area groupings to provide for cost effective barrier removal. This could be addressed at a future update of the ADA Transition Plan and is dependent upon financial resources available to the City beyond the TIP/CFP.
- Annually monitor the removal of curb ramp barriers.

D.2.2 Sidewalks

Sidewalk Barrier Prioritization

Sidewalk barriers will be prioritized in accordance with the general prioritization criteria established in **Section A.4**.

Sidewalk Barrier Removal Recommendations

It is recommended the City complete an inventory of sidewalk barriers at a future update of this Plan.

D.2.3 Sidewalk/Driveway Interface

Sidewalk/Driveway Interface Barrier Prioritization

Sidewalk/driveway interface barriers will be prioritized in accordance with the general prioritization criteria established in **Section A.4**.

Sidewalk Barrier Removal Recommendations

It is recommended the City complete an inventory of sidewalk/driveway interface barriers at a future update of this Plan.

D.2.4 Accessible Parking

Accessible Parking Barrier Prioritization

Accessible parking barriers will be prioritized in accordance with the general prioritization criteria established in **Section A.4**.

Accessible Parking Barrier Removal Recommendations

It is recommended the City:

- At a future update of this Plan, complete an inventory to identify the total number of parking spaces and the number of accessible parking spaces provided by each City parking facility. The number of parking stalls per facility will determine the number of needed accessible parking spaces, including van-accessible parking spaces, required by the 2010 ADA Standards in **Table 11**. Note: Consult the building facility evaluations in **Appendix A** for information on the compliance status of parking at those locations.
- At a future update of this Plan, consider completing an inventory to identify the total number of on-street marked or metered parking stalls per block perimeter within the City limits. The number of on-street marked or metered parking stalls will determine the number of recommended accessible parking spaces as proposed by the 2011 PROWAG (Public Right of Way Accessibility Guidelines). Note: The PROWAG is currently non-enforceable, however the Federal Highway Administration (FHWA) identifies the PROWAG guidelines as recommended best practices and can be considered the state of the practice that could be followed for areas not fully addressed by the present standards. See Table R214 of the PROWAG (**Table 12**) for recommended minimum number of accessible parking spaces based on total number of marked or metered parking spaces on a block perimeter.

D.2.5 Accessible Pedestrian Signal (APS) Inventory and Policy

APS Barrier Prioritization

ADA Upgrades will be prioritized according to the City's Accessible Pedestrian Signal Policy provided in **Appendix F**.

APS Barrier Removal Recommendations

It is recommended the City complete its inventory of the three (3) RRFB locations within the City for ADA compliance in 2021.

D.3 Public Right of Way Barrier Removal Costs Estimates

D.3.1 Curb Ramp Barriers Cost Estimate

A planning level estimated cost for replacing one (1) curb ramp is \$15,000. See **Table 16**.

Table 16. Individual ADA-Compliant Curb Ramp Cost Estimates

Unit	Cost (\$2021)
Survey/Map	\$1,600.00
Design	\$1,900.00
CM	\$1,500.00
Construction	\$7,500.00
Subtotal	\$12,500.00
Contingency (15%)	\$2,500.00
Cost (\$) per Curb Ramp	\$15,000.00

To estimate the probable program cost to remove all curb ramp and blended transition barriers, a cost estimate ranges from \$12,500 (85%) to \$17,500 (115%) per barrier has been provided.

In addition to design and construction of the curb ramp itself, additional costs may arise from addressing issues such as relocation of existing utilities, acquisition of new public right of way, and other roadway improvements such as curb bulbs and new enclosed drainage. Removal of blended transition barriers may cost less than estimated if installation of detectable warning surfaces is sufficient to remove barriers to accessibility.

Note regarding Safe Harbor: B-rated non-compliant ramps may meet Safe Harbor provisions and potentially reduce the cost estimate. C-rated non-compliant ramps are not likely to meet Safe Harbor as lack of a detectable warning system automatically triggers the C grade. Any ramp location should be re-evaluated for Safe-Harbor and accessibility as part of the survey/design phase of a specific project/request for an upgrade.

To remove and replace all 441 curb ramp and blended transition barriers, it would cost an estimated \$5.6 to \$7.6 million. See **Table 17**.

Table 17. Curb Ramp and Blended Transition Barrier Removal Cost Estimates

Overall Probable Program Cost for 441 Curb Ramp and Blended Transition Barriers			
Cost Range	LOW	MED	HIGH
Cost Percentage (%) of Estimate	85%	100%	115%
Cost (\$2021) per Ramp	\$12,750	\$15,000	\$17,250
Total Curb Ramp Program	\$5,622,750	\$6,615,000	\$7,607,250

D.3.2 Sidewalks Cost Estimate

The Sidewalk Cost is unknown until an inventory is conducted.

Note: According to Sedro-Woolley Municipal Code Chapter 12.28.010, the duty, burden and expense of maintenance, repair and renewal of sidewalk or sidewalks is the responsibility of the abutting property owner. Per the same chapter, the street superintendent or police chief shall notify the owner of the property immediately abutting such portion of the sidewalk to clean, repair, or renew the portion of sidewalk.

D.3.3 Driveway Interface with Sidewalk Cost Estimate

The Sidewalk/Driveway Interface cost is unknown until an inventory is conducted.

D.3.4 Accessible Parking Cost Estimate

The Accessible Parking Barrier Program cost is unknown until an inventory is conducted.

D.3.5 Accessible Pedestrian Signals Cost Estimate

For informational purposes, the following cost estimates have been provided for new APS facilities in **Table 18**.

Table 18. New Accessible Pedestrian Signals Construction Cost Estimates

Accessible Pedestrian Signal (APS) Type	Construction Cost Estimates (\$2021)
Full APS (at signalized intersection)	\$35,000
Partial APS (at intersection for vibro-tactile pedestrian pushbuttons only)	\$10,000
Rapid Rectangular Flashing Beacon (with audible features and vibro-tactile pushbuttons)	\$10,000
Rapid Rectangular Flashing Beacon (per each side of crossing for vibro-tactile pedestrian pushbuttons only)	\$2,500

D.4 Public Right of Way Barrier Removal Financial Plan and Schedule

Future TIP and CIP Arterial Projects are expected to follow the pattern of the past years to continue incremental ADA barrier removal in the public right of way. The TIP for period 2021-2026 calls for \$37.7 million in projects including new arterials, reconstruction, and pavement overlays. The following bullet points identify the programs and associated potential funding sources for each barrier type.

D.4.1 Curb Ramps

- **2021-2026 CIP for Local Streets** includes \$50,000 per year for ramp upgrades at priority locations to be determined by the ADA Transition Plan. This funding would support replacement or upgrade of approximately 6-10 ramps per year. Based on the public input and Advisory Group input, the State/Township and the Ferry/Puget intersections are targeted for 2021.
- **2021-2026 CIP for Local Streets** includes \$150,000 per year for roadway Resurfacing projects. ADA ramp upgrade occur within these projects as needed. It is estimated that \$15,000 per year of this total would go towards ramp upgrades associated with pavement overlay projects.
- **2021-2026 CIP for Arterial Streets** includes \$100,000 per year for Resurfacing and Preservation projects. The City upgrades curb ramps with these projects as needed. It is estimated that \$15,000 per year of this total would go towards curb ramp upgrades associated with pavement overlay projects.

This curb barrier allocation budget may change due to the City's ability to fund CIP projects, which is subject to annual budget review and reassessment. For instance, **Table 13** recaps projects for the period 2014-2020 which added or rebuilt 181 curb ramps, an average of 26 ramps per year for that period. As of 2021, the fiscal impacts of COVID-19 on the City budget are yet to be determined. See **Table 19**.

Table 19. Curb Ramp Barrier Removal Schedule with Programmed Funding

Curb Ramp Barriers	Amount (\$2021)
Total Estimated Curb Ramp Barrier Removal Costs (\$2021)	\$6,615,000
2021-2026 CIP for Local Streets (\$50,000 annually)	(\$300,000)
2021-2026 CIP for Local Streets - Resurfacing (\$15,000 annually)	(\$90,000)
2021-2026 CIP for Arterial Streets – Resurfacing (\$15,000 annually)	(\$90,000)
2027- Remainder Curb Ramp Barrier Costs	\$6,135,000

D.4.2 Sidewalks and Driveway Interface with Sidewalks

- The City has not focused on sidewalk replacements separate from arterial projects. However, the City has a **Sidewalk Replacement Program** that encourages neighboring property owners to upgrade deteriorating sidewalks by the City's participation with removing and disposing of existing sidewalks that have deteriorated beyond repair. By code, sidewalk maintenance is the responsibility of the adjacent property owner.
- The City intends to address reported sidewalk and driveway interface with sidewalk barriers through the listed PROW funding sources in **Table 20**.

D.4.3 Accessible Parking

- The City intends to address reported accessible parking barriers through its **Fund 103 Streets - Repair Parking** funding source in **Table 20**.

D.4.4 Accessible Pedestrian Signals

- As part of this ADA Transition Plan, the City has adopted an APS Policy and posted it on its website. The City will address requests for APS according to its APS Policy.
- The traffic signal at SR 20 and SR9-Township, maintained by WSDOT, is planned for upgrade in 2021.

D.4.5 Public Right of Way Barrier Removal Schedule with Programmed Funding Summary

In summary, the City has planned to spend up to \$541,500 in 2021-2026 on barrier removal in the public right of way. For a summary table of the planned budget for all ADA barriers, including public right of way barriers, see **Table 20**.

For more information, see most recent City of Sedro-Woolley budget.

Table 20. 2021-2026 ADA Barrier Removal Funding Framework

Barrier Type	Funding Source	2021 (\$)	2022 (\$)	2023(\$)	2024(\$)	2025(\$)	2026(\$)	Total - 6 year (2021-2026)	Notes
Public Right of Way (mostly curb ramps)	2021-2026 CIP: Local Streets	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	This funding would support replacement or upgrades of approximately 6-10 ramps per year. Based on the public input and Advisory Group input, the State/Township intersection and the Ferry/Puget intersection are target 2021 project locations.
	2021-2026 CIP: Local Streets	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000	\$150,000 annually for resurfacing projects to include ADA ramp upgrades as needed. It is estimated that \$15,000 per year of this total would go towards ramp upgrades associated with overlay projects. Projects may include sidewalk and driveway interface with sidewalk improvements.
	2021-2026 CIP: Arterial Streets	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000	\$100,000 annually for resurfacing and preservation projects to include ADA ramp upgrades as needed. It is estimated \$15,000 per year of this total would go towards ramp upgrades associated with overlay projects. Projects may include sidewalk and driveway interface with sidewalk improvements.
Public Right of Way (sidewalks)	Sidewalk Preservation Program	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 26,000	\$3,000/year for 2021-2022, increasing to \$5,000/year from 2023 on.
Accessible Parking	Fund 103* Streets-Repair Parking	\$ 10,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 35,500	2021 includes updating ADA stalls at Memorial Park. 2022 onward is generic budget.
Building Facilities	2021-2026 TIP: Buildings & Structures	\$ 35,000	\$ 35,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 250,000	\$35,000 annually (increasing to \$45,000 in 2023) for buildings and structures which will incorporate ADA upgrades to remove existing barriers.
	2021-2026 TIP: Account 101 Parks & Facilities**	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 30,000	This account includes individual line items for each separate source for minor upgrades, such as fixing issues with bathroom fixtures and the like from Misc Parks Upgrade line.
Parks/Trails	See * and ** in other funding sources above	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Budget from Accessible Parking and Building Facilities rows applies towards Parks/Trails barrier removal.
Programmatic	General Fund	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000	New funds from 2022 on. \$500/year after 2026.
TOTAL		\$133,500	\$133,000	\$145,000	\$145,000	\$145,000	\$145,000	\$846,500	

E. Programs, Services & Activities

E.1 Programmatic Self-Evaluation and Compliance Activities to Date

The following Programmatic Assessments were not intended to reveal violations of ADA policy in a punitive sense; rather, the surveys helped provide an understanding of existing conditions within the city.

E.1.1 Existing Policy Documents and Activities Audit - June/July 2020

The City's [website](#) and City-provided policy and procedure documents related to accessibility were reviewed for the following items:

- Public Notice Under the ADA
- Request for Accommodation
- ADA Grievance Procedure
- ADA Discrimination Complaint Record (2015-present)
- Sedro-Woolley Municipal Code/Public Works Department Standards

The City did not have an Accessible Pedestrian Signal and Pushbutton Policy at the time of the self-assessment due to the absence of any traffic signals under City jurisdiction (all signals within City limits are owned/operated by WSDOT).

5 Public Notice of ADA Provisions/Request for Accommodation

The City's Public Notice Under the ADA Provisions and Request for Accommodation is compliant with the template recommended by the Department of Justice's [ADA Best Practices Tool Kit for State and Local Governments](#).

ADA Grievance Procedure/ADA Discrimination Complaint Record

The City's ADA Grievance Procedure is compliant with the template recommended by the Department of Justice's [ADA Best Practices Tool Kit for State and Local Governments](#).

The City has responded to ADA related complaints in the last five years. The ADA Discrimination Complaint Record log includes submissions regarding non-compliant accessible parking spaces and website accessibility between 2015-2019.

Most complaints resulted in a courtesy notification by the City to private property owners to address non-compliant parking stall features or to remove barriers such as snow. For some complaints regarding parking stalls outside City jurisdiction, the City referred the complainant to the Department of Justice website and notified the property owner. For the non-compliant parking spaces under City jurisdiction, the City's Public Works department resolved the complaints through repaving/repainting/re-marking, sign installation and/or sign removal. The City responded to the one reported website complaint by removing an inaccessible form. Providing full website accessibility on the new website is currently in progress.

These complaints were responded to by letter or phone message by City staff. The complaint record column “Alleged Basis of Discrimination: Race, Color, Sex, National Origin, or Religion” may suggest this log is used for discrimination complaints other than those based on disability.

E.1.2 Programmatic Assessment Questionnaire - July/August 2020

Due to the wide variety of disabilities the ADA requires public agencies to accommodate, an internal City Staff Self-Assessment Questionnaire was administered and completed by department representatives. This questionnaire included ninety-one (91) questions and asked for “Yes,” “No,” or “Not Sure” answers with space for optional comments. This method provided a measure of area-specific compliance knowledge/activities across City departments. These assessments were not intended to reveal violations of ADA policy in a punitive sense; rather, they helped provide an understanding of existing conditions within the City.

This City-Staff Self-Assessment Questionnaire was distributed as an excel worksheet via email on July 28th, 2020. Departments provided responses by August 18th, 2020. See **Appendix G** for original questionnaire, individual responses, and collated response documentation.

E.1.3 Programmatic Assessment - Methodology

Departments respondents chosen to participate in the Assessments were selected by the City as they represent the departments that most directly interface with the general public. Up to two responses per department were requested resulting in fifteen (15) total responses per the list below.

- Administration (1)
- Finance (2)
- Police (2)
- Fire (1)
- Building & Planning (2)
- Information Services (1)
- Municipal Court (1)
- Public Works (2)
- Public Works Operations (1)
- Solid Waste (1)
- Wastewater Treatment (1)

E.1.4 Programmatic Assessment Questionnaire Findings

The following section summarizes the Questionnaire findings according to the administrative requirements for a compliant ADA Transition Plan provided in WSDOT’s [Local Agency Guidelines](#) Chapter 29, Appendix 29.11, Section 28 CFR Part 35 of the [ADA](#), and [other ADA resources](#) including the national ADA Network’s [ADA Title II Tutorial](#). Assessment encompassed the below areas:

- ADA Coordinator
- Public Notice under the ADA
- Grievance Procedure
- Effective Communication
- Website Accessibility
- Emergency Communication Services

- Eligibility and Participation
- Existing Facilities Used
- Tours and Transportation
- Public Meetings
- Use of Contracted Services
- Employment Procedures
- Public Right of Way

The Assessments revealed varying levels of ADA-compliance requirement awareness and ADA-compliant activities across the departments surveyed.

ADA Coordinator/ Public Notice Under the ADA/Grievance Procedure

Two-thirds of City staff entered “No” or “Not Sure” answers regarding knowledge of persons, policies, and procedures in this section.

Just over one-third of respondents know where to find the ADA/504 Coordinator contact information as it is posted in their building or available online. With respect to carrying out the responsibilities of this role, the ADA Coordinator is familiar with the Public Notice of ADA Provisions, the ADA Grievance Procedure and has been keeping a record of filed ADA grievances and responses.

Roughly one-third of respondents know where to find the Public Notice Under the ADA and the Grievance Procedure; the ADA Coordinator knows how to produce these materials in alternative formats.

Effective Communication

Provision of Auxiliary Aids

Half of respondents are aware of their obligation to provide auxiliary aids to provide effective communication for persons with disabilities and that people with disabilities may not be charged a fee to cover the cost to provide those auxiliary aids.

The City Administration, Fire, IT, and Public Works departments indicated that they know how to provide a variety of auxiliary aids for persons who are deaf or hard of hearing. Three of eleven departments indicated that they know how to provide qualified sign language interpreters and four of eleven departments can provide assistive listening devices. Two respondents know how to use a TTY (Text Telephone) or TDD (Telecommunication Device).

Regarding auxiliary aids for people with vision disabilities, four of eleven departments indicated that they are able to provide information in accessible electronic formats. The IT and Public Works respondents are also able to provide audio recorded formats. Although no departments reported a known ability to provide documents in large print or Braille, the IT department reported that the City’s website is compatible with applications that can increase the size of on-screen text or narrate on-screen text for the user (such as Windows Navigator).

Additionally, the City’s ADA Coordinator confirmed that the City’s Language Exchange allows for Over-the-Phone Interpreting (OPI).

Service Animals

Four respondents are aware that public officials may ask two questions related to a service animal: A) If the animal is required because of a disability; and B) What work or task the animal has been trained to perform.

Television Programs/Videos

The City Supervisor is aware of the provision of captioning or audio description formats for publicly produced television programs or videos. The IT staff reported it hosts City videos on YouTube®, and it can provide closed captioning. Audio description is not currently available.

Telephone Communications

All pages of the City's website include the following footer statement and link: "Free Communication Services for TTY Users provide by [Washington Relay](#)." Half of respondents either do not know where to find the TTY information or do not include it on their department's hardcopy and website publications; Information Technology and Public Works reported they do include this information online and in print. Four respondents have experience accepting TTY or 711 Telecommunication Relay Services (TRS) calls including the ADA Coordinator.

Sign Language Interpreters and Readers

A third of departments know how to provide access or have arrangements with a vendor to provide sign language interpreting services. One respondent is aware that it is inappropriate to ask a family member or friend of a person who is deaf to serve as a sign language interpreter. Three respondents know that a sign language interpreter or reader must be qualified to communicate effectively, accurately, and impartially (but is not required to have certification). No departments were familiar with qualified versus certified readers.

Primary Consideration

Most departments answered "No" or "Not Sure" as to whether they give primary consideration to the preferred type of auxiliary aid requested by the person with a disability. The ADA Coordinator is the only department aware of situations when granting a request for primary consideration (preferred auxiliary aid type) is not required: A) The public entity can demonstrate that another equally effective means of communication is available; B) Use of the means chosen would result in a fundamental alteration in the service/program/activity; C) the means chosen would result in an undue financial and administrative burden.

Policies and Procedures

Four departments know where to access the effective communication policy (Notice Under the ADA) on the agency's website in an accessible format so people with disabilities know about any reasonable advance notice requirements adopted by the agency.

No department has established policies and procedures for responding to public requests for sign language interpreters, qualified readers, and/or other aids. Lack of a policy/procedure does not imply lack of provision of services.

Inventory lists of Communication Items & Technologies

No department maintains a list of printed materials (including alternative format information), videos/television programs (with closed captioning/audio description), or TTY devices in their department. Lack of an inventory does not imply lack of provision of services.

*Website Accessibility*Policies and Procedures

Most respondents were not sure whether their agency had a written website accessibility policy and four respondents reported that they knew where to find the Website Accessibility Policy online. However, the IT department respondent answered “No” to this question and no website accessibility policy was found online. A third of respondents are able to locate information for reporting website accessibility problems and requesting accessible services and information. No staff member has been designated to check the HTML of all new webpages to confirm accessibility before they are posted.

Most respondents were not sure about the accessibility of their department webpages. The IT department representative reported that all web links have a text description that can be read by a screen reader and that all images and forms have alternative text tags for description, navigation, and controls. “Skip Navigation” links for the top of each page with navigation links is not currently available. HTML versions of PDF documents is also not available for all documents posted on the site. The Police, Building & Planning, and Public Works departments said their websites did not have one or more of the various accessibility items mentioned above.

Departments reported “No” or “Not Sure” for having procedures in place to assure quick response to such website accessibility requests or whether in-house or contracted staff have been trained on the website accessibility policy. No department has a specific written plan with timeframe to make all existing web content accessible.

Emergency Communication Services

Respondents answered “No” or “Not sure” to these questions relating to ensuring capability to accept and conduct TTY calls, TTY equipment maintenance, and back up procedures in the case of equipment malfunction. Staff reported that there is a 911 Call Center and County Dispatch that respond to emergency calls (level of ADA compliance is unknown for these other emergency service providers). One respondent had received one (1) TTY relay call in twenty years. Public Works reported that buildings with emergency evacuation alarms had both visual (exit signs) and audible (sounding alarm) features.

Employment Procedures

Over half of respondents confirmed they conduct interviews in accessible locations and roughly half affirmed job announcements identify the essential functions of the job for applicants who have appropriate qualifications. Roughly half of respondents were aware that confidential, disability-related materials must be kept in secure files sperate from other employment and

personnel files. Four respondents reported that they ensure employees with decision making responsibilities are aware of and comply with ADA nondiscrimination requirements, including how to identify and hire a qualified sign language interpreter if requested by an applicant.

Three respondents have been trained on what questions may or may not be asked in the pre-employment process. Two departments have application forms that ask questions regarding the presence of a disability. Most departments were not sure whether a roster is kept of employees with decision making responsibility for the employment process, whether they include TTY/711 Relay numbers on job advertisements or provide them in alternative formats, or whether application forms ask applicants to identify the presence of a disability. Over a third of responses were aware that medical examinations may not be conducted until after a conditional job offer has been made.

Eligibility and Participation

Two-thirds of respondents answered “Yes” to knowing they may not deny participation to a person with a disability in City services, programs, and activities. Less than one-third of respondents were aware they may not require a person with a disability to participate in programs or activities specifically designed for persons with disabilities and that they must provide an integrated setting or otherwise equal opportunity setting.

Few staff answered “Yes” to knowing the concept of services/programs/facilities needing to be accessible “when viewed in their entirety” or being aware of the need to eliminate discriminatory eligibility requirements (some staff were aware it is discriminatory to require driver’s licenses as the only acceptable means of identification).

Most respondents understood they must 1) make reasonable modifications to programs, services, and activities; 2) furnish auxiliary aids and services; and 3) not charge special fees to cover costs of measures necessary to ensure non-discriminatory treatment of persons with disabilities, unless a financial burden or fundamental alternation in the program would result.

One department knew the City may provide programs, services, and activities, beyond those required by the regulation, to individuals with disabilities, but they may not require that individuals with disabilities participate in such programs, services, and activities, rather than in those available to the general public.

Tours and Transportation

The Administration department respondent reported “Yes” regarding provision of accessible modes of transportation for tours or field trips administered by the City at no additional cost for eligible participants with disabilities. The Fire Department reported “No” for this question. All other respondents reported “Not Sure.”

Public Meetings

IT and Public Works ensured advertisements for public meetings include the requisite accommodation request and TTY information and are hosted in physically accessible locations.

The Buildings/Planning respondent reported “No” for this question. All other respondents reported “Not Sure.”

Use of Contracted Services

Over one-third of respondents know they may not subject qualified individuals with disabilities to discrimination in the selection of procurement contractors. IT and Public Works share the Public Notice under the ADA with procurement contractors and inform them of their responsibility to comply.

Public Right of Way

Three respondents were aware of the requirement for an Accessible Pedestrian Signal (APS) Policy while most other departments were not sure.

Summary

Overall, some City staff had macro-level knowledge regarding their ADA non-discrimination obligations to be aware of the ADA Coordinator’s role and responsibilities, address grievances, provide effective communication, adhere to non-discriminatory employment procedures, and avoid discrimination in eligibility and participation requirements for services, programs, and activities.

E.1.5 Review of City Municipal Code, Standards and Miscellaneous Policies

A review of the City’s municipal code, standards, and City practices for construction and program notification was also conducted as part of the self-assessment.

Sedro-Woolley Municipal Code and Public Works Department Standards

The City of Sedro Woolley enforces the following National Codes, Washington State Amendments, and the Sedro-Woolley Municipal Code:

- A. International Building Code, 2015 Edition, published by the International Code Council, together with all supplements thereto, subject to the modifications set forth by the state of Washington in Chapter [51-50](#) WAC; ICC A117.1-2009 accessibility code (ANSI); and Appendix E (WA State amendments);
- B. International Residential Code, 2015 Edition, except Chapters 11 and 25 through 43, published by the International Code Council, together with all supplements thereto, and Appendices F and Q (WA State amendments); and subject to the modifications set forth by the state of Washington in Chapter [51-51](#) WAC;
- C. International Mechanical Code, 2015 Edition, published by the International Code Council, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in Chapter [51-52](#) WAC;
- D. Uniform Plumbing Code, 2015 Edition;
- E. International Fire Code, 2015 Edition, published by the International Code Council;

- F. International Fuel Gas Code, 2015, published by the International Code Council, together with standards NFPA 58 and NFPA 54;
- G. International Existing Building Code, 2015 Edition, including Appendix A;
- H. The International Energy Conservation Code, 2015 Edition, for residential and commercial, published by the International Code Council;
- I. The Washington State Ventilation and Indoor Air Quality Code, 2015 Edition, as set forth in Chapter [51-13](#) WAC;
- J. Installation of factory built housing and commercial structures, RCW [43.22.460](#), together with WAC [296-150C-0540](#), [296-150F-0540](#) and the installation of manufactured and mobile homes, RCW [43.22.440](#) and WAC [296-150M-0650](#);
- K. The International Property Maintenance Code, 2015 Edition, published by the International Code Council, together with all supplements thereto. Insert (6") into Section 302.4.

It should be noted that, while the 2010 ADA Standards are the current federal ADA standards, in Washington state, (Region 10), the 2015 edition of the International Building Code is currently used. ANSI A117.1 is also used. When an entity, architect or contract is building or modifying a building or feature, they first look at the code that is used and if that feature is missing from the code or provides less accessibility than the ADA Standards, the ADA Standards need to be used for the specific feature. For more information, visit <http://nwadacenter.org/toolkit/ada-standards-and-international-building-code>.

City Public Works Department Standards (SWPWDS) - Sidewalks and Curb Access Ramps

The following standards for ADA sidewalks and curb ramps are from Chapter 3 of the City's Public Works Department Standards (February 2004, revised March 2017).

Section 3.3.2 - Sidewalks:

- A. All new sidewalks, including driveway sections, shall conform to current Americans with Disabilities Act (ADA) standards, including ADA compliant sidewalk ramps with detectable warning surfaces. See section 3.3.4.

Section 3.3.4 - Curb Access Ramps

All sidewalks shall be constructed to provide for access ramps in accordance with the standards of the Americans with Disabilities Act (ADA) and Washington State Barrier-Free code (WAC 51-30). surfaces shall also be oriented in the same direction as the pedestrian flow within crosswalks and shall be 24" in 'depth.' Ramp construction shall conform to the WSDOT Standard Plans, current edition.

Diagonally oriented curb ramps will only be permitted at the discretion of the Director.

Detectable warning surfaces shall be permanent yellow in color and have the maximum spacing and minimum size dimensions as shown in WSDOT Standard Plans, current edition.

Other SWPWDS Chapter 3 Transportation References to Accessibility

The search results are grouped by the search terms used with code text excerpts provided.

“ADA” References

3.2 Streets

3.2.15 Road and Sidewalk Cuts

3.2.15A Sidewalks 3. All new sidewalk installations involving an intersection or near an intersection shall be responsible for installing new ADA acceptable ramps with truncated domes detectable warning devices.

3.3 Sidewalks and Curbs

3.3.2 - Sidewalks - see above.

3.3.4 Curb Access Ramps - see above.

3.9 Parking

3.9.1 General (page 71)

- ADA handicap accessible parking shall have dimensions and markings which conform to WSDOT Standard Plan M-17.10-02.
- ADA slope requirements: No slope shall be greater than 2.0% in any direction, including the arithmetic mean (vector sum) of the longitudinal and transverse slopes.
- CBD Parking
 - A. 80-foot right-of-way
 - vii. First and last stalls on each side of street shall be ADA accessible stalls. (4 ADA stalls per block)

“Disabilities” References

3.3 Sidewalks and Curbs

3.3.2 - Sidewalks - see above.

“Accessible/Accessibility” References

3.1 General Considerations

The overall goal of this chapter is to encourage the uniform development of an integrated, fully accessible public transportation system that will facilitate present and future travel demand with minimal environmental impact to the community as a whole.

3.9 Parking

3.9.1 General - see above.

References to Accessibility in Sedro-Woolley Municipal Code (SWMC)

The search results are grouped by the search terms used and links to full code text are provided.

“ADA” References

The SWMC search on “ADA” resulted in 3 “hits” across three chapters including:

- [Chapter 2.90 CONSOLIDATED PLANNING PROCEDURES* \(1 hits\)](#) Accessible parking
- [Chapter 6.04 PRELIMINARY ARTICLE \(1 hits\)](#) Definition of service animals
- [Chapter 5.04 BUSINESS LICENSES* \(1 hits\)](#) Mobile vendors

“Disabilities” References

The SWMC search on “Disabilities” resulted in 10 “hits” across four chapters including:

- [Chapter 2.16 MUNICIPAL COURT SYSTEM \(4 hits\)](#) Judges pro tem, vacancy and removal
- [Chapter 5.04 BUSINESS LICENSES* \(3 hits\)](#) Mobile vendors
- [Chapter 6.04 PRELIMINARY ARTICLE \(2 hits\)](#) Definition of service animals
- [Chapter 17.36 OFF-STREET PARKING AND LOADING \(1 hits\)](#) Group home off-street parking

“Disabled” References

The SWMC Search on “Disabled” resulted in 2 hits across two chapters including:

- [Chapter 7.12 CABLE COMMUNICATIONS \(1 hits\)](#) Nondiscrimination/prohibition of discounts
- [Chapter 17.36 OFF-STREET PARKING AND LOADING \(1 hits\)](#) Group home off-street parking

“Accessibility” References

The MMC search on “Accessible” resulted in 1 “hit” in the following chapter:

- [Chapter 15.04 BUILDING CODE* \(1 hits\)](#) Codes adopted includes ICCA A117.1-2009 accessibility code (ANSI)

Miscellaneous Policies

The Sedro-Woolley Development Standards Manual Section 2.1.1 Standards Specifications identifies the WSDOT Design Manual and U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) as the City’s standards for design and construction. Chapter 1510.17 of the WSDOT Design Manual addresses Work Zone Pedestrian Accommodation.

Summary

The City of Sedro-Woolley's municipal code cites appropriate international building codes for ADA standards. The municipal code includes terms such as "handicapped" and "disabled" that are not recommended terms for use in current ADA literature. Language such as "persons with disabilities" and "accessible" are recommended as best practices.

The City of Sedro-Woolley's Public Works Design Standards cite appropriate ADA standards for sidewalks, curb ramps, and accessible parking stall design. The City does not currently include an ADA reference for non-motorized facilities, nor does the City provide details regarding its position on upgrading ramps during overlay projects. The SWPWDS also do not reference off-street accessible parking requirements per the 2010 ADA Standards. Note: On-street accessible parking is not addressed in the 2010 ADA Standards, but is addressed in the non-enforceable 2011 PROWAG, which is recommended by FHWA for current best practices.

E.2 Programmatic Barrier Prioritization & Removal Recommendations

To ensure ADA compliance and remove programmatic accessibility barriers, the recommendations provided below are correlated to eight ADA Compliance checklist items included in the Title II/Section 504/WSDOT LAG Chapter 29/Appendix 29.11 guidelines (see **Appendix H**).

E.2.1 Programmatic Barrier Prioritization

Programmatic barriers are prioritized into two groups based upon the amount of time required to satisfy the check list items:

- **Short-Term Items** involve macro-level administrative compliance requirements that are applicable in a uniform manner to all departments. These administrative steps to remove barriers can be implemented within one year of publication of this ADA Transition Plan.
- **Long-Term Items** may require department-specific modifications to fit the services, programs, and activities provided by each department. It will take longer than one year to implement these changes to remove remaining programmatic barriers.

E.2.2 Short-Term Item Recommendations

It is recommended the City prioritize the following items as they are “easily achievable” and comprise four out of the eight Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements:

ADA/504 Coordinator

- Work with all departments to make them aware of the name, contact information, and responsibilities of the designated ADA/504 Coordinator and ensure that staff know where the aforementioned information is publicly and internally published (such as on the City’s website).
- Provide ADA/504 Coordinator adequate training to carry out the responsibilities of the role including monitoring the implementation of the ADA Transition Plan to effectively coordinate with individual departments.

Complaint/Grievance Procedure

- Update the ADA Grievance Procedure to meet all administrative requirements for the procedure including contact information for ADA Coordinator. See updated ADA Grievance Procedure provided in **Appendix I**.
- Work with all departments to make them aware of the City ADA Grievance Procedure, how to access it, and how to provide it in alternative formats.

- Train department staff on the specific purpose of this Grievance Procedure as opposed to the separate Request for Accommodation identified in the City’s Public Notice Under the ADA.

Public Notice of ADA Provisions

- Work with all departments to make them aware of the Public Notice Under the ADA, how to access it, where to publicly post it, and how to provide it in alternative formats.
- Train department staff on the significance of the Public Notice Under the ADA as a policy and procedure reference document.
- Consider creating a uniform Request for Accommodation form that can be used universally by all departments (this is not specifically required under the ADA but would provide clarity for staff and the inquiring public).

Accessible Pedestrian Signal (APS) Policy

- Adopt an Accessible Pedestrian Signal Policy.
- Post the Accessible Pedestrian Signal Policy to their website and notify City staff of its existence and location should members of the public inquire.

E.2.3 Long-Term Item Recommendations

It is recommended the City address the following items to satisfy the remaining four out of eight Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements:

Programs Services and Activities

- Prioritize production of policies and procedures and training of staff for the “Short-Term Items” above.
- Use the Programmatic ADA Compliance Checklist Tool to monitor progress towards compliance for existing and future City staff. See **Appendix J**.

Self-Evaluation (1)

- It is acknowledged that the Assessment efforts accomplished as part of this ADA Transition Plan satisfy in part one of the Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements (self-evaluation also encompasses physical barrier assessment completed in **Sections B, C and D** above).

Self-Evaluation (2)

- Maintain the final ADA Transition Plan and Appendices on file and make it available for public inspection on the City’s website for at least three years following its publication.

Transition Plan

- Make the ADA Transition Plan available for public inspection for at least three years following its completion on the City’s website.

E.2.4 Other Recommendations

It is recommended the City:

- Update the Public Works Department Standards on Sidewalks
 - Consider including direct reference to 2011 PROWAG for maximum sidewalk grades.
- Update Public Works Department Standards on Curb Ramps
 - Add an explanation of the City's policy on upgrading ramps during overlay projects.
 - Consider including direct reference to 2011 PROWAG for curb ramp requirements.
 - Consider adding a requirement that if a ramp is constructed on one side of the street, a receiving ramp shall also be provided on the opposite side of the street.
 - Consider adding a subsection for Concrete Steps, Metal Handrail and Accessible Ramps (as opposed to curb ramps).
- Update the Public Works Department Standards on Parking
 - Add a section distinguishing between off-street ADA parking requirements (2010 ADA Standards) and on-street ADA parking best practices (2011 PROWAG).
 - The City should be aware that the U.S. Access Board has an exception for streets that don't allow the slope criteria of Parking 3.9.1 General to be met. See: <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/access-advisory-committee-final-report/x02-6-vehicular-ways-and-facilities>. X02.6.1 On-street parking. X02.6.1.6 Slope. The slope of the accessible space, van accessible space, access aisle for the accessible space, and access aisle for the van accessible space shall not exceed 1:48 slope in any direction. EXCEPTION: Where steep terrain prevents the provision of on-street parking with compliant slopes, off-street parking in compliance with proposed ADAAG Section 502 may be provided as long as an accessible connection to the pedestrian access route is provided.
- Update the Public Works Department Standards on Non-motorized Facilities
 - Add an ADA reference for non-motorized facilities.
 - Consider including direct reference to the US Access Board Federal Outdoor Developed Areas Accessibility Standards (May 2014) and the 2011 PROWAG for non-motorized facilities requirements.
- Consider having the City's legal team review the Sedro-Woolley Municipal Code to change references to "handicapped" or "disabled" persons to "persons with disabilities" in line with ADA recommendations on language etiquette (see "Use Person-First Language" Module 7.3 of [ADA Title II Tutorial](#)).

E.3. Programmatic ADA Barrier Removal Cost Estimates

Cost estimates are based on labor hour estimates to inform and/or train staff. Programmatic barrier removal cost estimates for the Short Term (1 year) and Long Term (2 or more years) are outlined in **Table 21**.

The **Short-Term** programmatic barriers can be removed through informing staff of existing resources at little to no cost beyond labor hours. For example, email memos from the ADA/504 Coordinator explaining their role, responsibilities, and contact information, Grievance Procedure, and APS Policy could bring current staff up-to-date. Other recommended memo topics include resources for provision of auxiliary aids, alternative formats, interpreter/reader/service animal accommodations, and TTY/TRS/711 and emergency evacuation procedures. City staff who currently use TTY and TRS/711 could be resources for training other public-facing department staff on these communication devices. Establishing website content submission guidelines and updating the City's municipal code and design standards would also be important short term items.

The **Long-Term** programmatic barriers may require individual departments to spend labor hours on developing resources and then notifying/training other departments on how to comply. For instance, making documents web accessible may ultimately fall under the purview of Communications Services, but this department can inform other departments regarding how to submit ADA-friendly content for publication and posting.

Training resources include the ADA National Network's [ADA Title II Tutorial](#) recommended for the ADA/504 Coordinator and the Northwest ADA Center's [Respectful Interactions Disability Language and Etiquette](#) tutorial (\$30/person) that could be integrated into current and new employee training.

Table 21. Programmatic ADA Barrier Removal Cost Estimates

Programmatic ADA Barrier Type	Barrier Removal Cost (Labor hours)	Barrier Removal Cost (\$2021 at \$50/hour)
SHORT-TERM ITEMS (1 year)		
ADA/504 Coordinator Role/Responsibilities Memo	1	\$100
Complaint/Grievance Procedure Memo	2.5	\$125
Public Notice of ADA Provision Memo	1	\$50
Accessible Pedestrian System (APS) Policy Memo	2.5	\$125
Resources for Providing Auxiliary Aids, Alternative Formats, and Interpreter/Reader/Service Animal Accommodation Memo	5	\$250
ADA Title II Tutorial (Free) for ADA Coordinator	5	\$250
ADA-Etiquette Tutorial for Department-Heads (Labor Hours)	20	\$1,000
ADA-Etiquette Course Fee (\$30/person; discounts available for groups of 10 or more)	N/A	\$300
Emergency Services Memo - Train public-facing staff on TTY/TRS/711 phone and evacuation procedures and establish maintenance/back-up equipment strategy	10	\$500
Website Accessibility - Establish city-wide content submission guidelines to ensure accessibility of all new website content	6	\$300
Update Code, Design Standards, and Procedures to Ensure Accessible Routes during Construction/Maintenance Projects	20	\$1,000
Sub-Total	73	\$4,000
LONG-TERM ITEMS (2 or more years)		
Website Accessibility - Ensure all website content is accessible by updating or removing non-accessible content (includes closed-captioning for video/film)	200	\$10,000
Establish checklist for print media to include TTY and TRS/711 numbers wherever agency phone number is provided and name and address of person to send requests for alternative accessible formats	20	\$1,000
Audit Employment Procedures regarding the rights of persons with disabilities.	20	\$1,000
Establish policies and procedures for ensuring tours, transportation, and use of contracted services and purchasing are ADA-compliant.	20	\$1,000
Develop ADA Training Materials for new staff to cover areas in 2020ADA City Staff Programmatic Assessment Survey	100	\$5,000
Sub-Total	360	\$18,000
Contingency	40	\$2,000
TOTAL	473	\$24,000

E.4 Programmatic ADA Barrier Removal Financial Plan and Schedule

The City has planned to spend \$5,000 annually in 2022-2026 to remove programmatic ADA barriers. See **Table 22**. For a summary table of the planned budget for all ADA barriers, including programmatic barriers, see **Table 20** above.

Table 22. Programmatic ADA Barrier Removal Schedule with Programmed Funding

Programmatic ADA Barriers	Amount
Total Estimated PROW ADA Barrier Removal Costs (\$2020)	\$24,000
2022-2026 Programmatic ADA Barrier Removal (Short and Long Term; \$5,000 annually)	(\$25,000)
2027- N/A (Barriers anticipated to be addressed by 2026)	\$0

This may change due to the City's ability to fund ADA barrier removal projects and is subject to annual budget review and reassessment. As of 2021, the impacts of COVID-19 on the City budget are yet to be determined.

For more information, see most recent City of Sedro-Woolley budget.

F. Barrier Removal Monitoring

To ensure implementation of this ADA Transition Plan, it is recommended that the City establish an annual review/update process to track ADA barrier removal across its building, parks, public right of way facilities and its programs, services, and activities.

It is recommended that the City share these annual accomplishments with the public on the ADA Transition Plan project webpage. The annual reporting format is at the discretion of individual departments. Recommended formats may include but are not limited to an annual project accomplishments narrative and/or GIS map.

It is recommended that the official responsible for implementation of the ADA Transition Plan coordinate this effort in cooperation with relevant City staff from other departments who are involved with projects that remove ADA barriers.

G. Public Outreach

G.1 Public Outreach Strategy

The public outreach strategy included digital and print platforms and included stakeholder engagement with members of the local ADA community. The City's website hosted the project information webpage, links to the online surveys, and access information for the virtual public workshop. The City's communication staff facilitated inclusion of press release articles in various local print and web publications and through the City's utility billing notification system. Other advertising efforts were made on City social media pages and City staff conducted direct outreach to existing contacts within the ADA community. Notably, the City created an ADA Advisory Group made up of 51% persons with disabilities from the local City of Sedro-Woolley community to advise the project team throughout the planning process.

G.1.1 Project Webpage

The project webpage content was launched in summer 2020. The project webpage included:

- Project description
- Schedule
- Public Involvement section:
 - Links to online surveys (one map-enabled version and one screen-reader friendly version)
 - Virtual public workshop meeting information
- ADA Advisory Group goals/responsibilities and link to separate ADA Advisory Group webpage
- City staff contacts and other ADA resources
- Documents section for uploading the draft version for public comment
- Recent/annual accomplishments section for further tracking of ADA Transition Plan implementation progress

The ADA Transition Plan Project webpage is available in **Appendix K** and online at:

https://www.ci.sedro-woolley.wa.us/resources/ada_transition_plan.php

The ADA Advisory Group webpage is available in **Appendix K** and online at:

https://www.ci.sedro-woolley.wa.us/governing_bodies/ada_advisory_group.php

G.1.2 Online Surveys

Two online survey options were activated for September 1 through November 8, 2020. The screen-reader friendly Survey Monkey® version was built to accommodate persons with visual disabilities. The map-enabled ArcGIS Survey123® survey gave respondents the option to mark barrier locations on a map. The online surveys are reproduced in **Appendix K**.

G.1.3 Print and Other Web-Based Publications

An article promoting the project, online surveys, virtual workshop, and ADA Advisory Group was published in the October 2020 edition of *CityScene* magazine. A recruitment flyer for the ADA Advisory Group was also sent out with the City's October 2020 paper utility billing.

The City promoted the online surveys and virtual workshop through a press release on its website and on the City and Fire Department Facebook® pages. In addition, over four thousand local utility customers received a short message promoting the project on their September and October digital utility bill notifications. For documentation, see **Appendix K**.

G.1.4 Virtual Public Workshop

The virtual public workshop was hosted by the City on the Zoom® platform on November 5, 2020, from 6-7:30pm. Workshop materials were provided in accessible formats with alternative text prior to the event and are provided in **Appendix K**.

G.1.5 ADA Advisory Group

In September 2020, City staff contacted the following organizations via direct email to seek out interested local residents to participate in an ADA Advisory Group.

- Central Skagit Sedro-Woolley Library
- Sedro-Woolley Chamber of Commerce
- Sedro-Woolley Farmers Market
- Sedro-Woolley Museum
- Sedro-Woolley Loggerodeo
- Sedro-Woolley School District
- Sedro-Woolley School District, Executive Assistant to the Superintendent
- Sedro-Woolley Senior Center, Center Coordinator
- Peach Health, Director of Communications & Marketing
- United Fitness Center
- Helping Hands Food Bank
- Helping Hands Food Bank, Executive Director
- Housing Authority of Skagit County
- Telecare of Skagit County

At least 51% of the group is made up of individuals living with a disability as defined by the ADA. The group convened on a monthly basis (via virtual meeting) to advise the ADA Transition Plan project team between October 2020-April 2021. The ADA Advisory Group included:

Community Participants

Judy Jones
Christina Sanchez
Michelle Salgado
Eric Johnson
Matthew Desvoigne

City Staff Participants

Doug Merriman
Mark Freiburger
David Lee

Consultant Representative

Jennifer Salemann

G.2 Public Outreach Findings

The virtual platform of online surveys and a virtual public workshop provided the public with an accessible and safe participation method in the midst of COVID-19. Online survey participation yielded more participant responses than the virtual public workshop. The public workshop did provide a conversational space to discuss barriers that is otherwise not present in a survey context. The survey findings complemented by the AAG feedback are helpful in guiding City staff on the selection and prioritization of barrier removal.

G.2.1 Online Survey Responses

The online SurveyMonkey® and ArcGIS Survey123® surveys yielded a combined total of twenty-eight (28) responses. See **Table 23**. The screen-reader friendly Survey Monkey® version was built to accommodate persons with visual disabilities. This, along with the public's general familiarity with SurveyMonkey® as a survey platform, may explain why the majority of respondents selected that survey.

Table 23. Survey Responses by Platform

Survey Platform	Number of Responses
ArcGIS Survey123®	3
SurveyMonkey®	25
Total	28

ArcGIS Survey123® Findings

The ArcGIS Survey123® survey was map-enabled. For raw data documentation of the ArcGIS Survey123 responses and map figure see **Appendix K**.

Three respondents provided feedback to identify general and specific barrier locations. General feedback identified a need to address barriers around schools. One respondent shared, "Central Elementary has a large walker population and the sidewalks and curb ramps in the blocks surrounding it are in horrible shape." In addition, this respondent identified the downtown business core as another focus area, "the sidewalks surrounding the businesses are in terrible shape and the corner ramps are not cohesive."

Another respondent who also participated in the virtual public workshop shared that he has inventoried "all of the sidewalks, curb ramps and crosswalks in Sedro Woolley if that would help you. The inventory also includes raised curbs that present difficulty to wheelchair users. The work was done last year so any new improvements would likely not show."

A third respondent identified a need for a crosswalk at State Street and Reed Street as it is "a place used for jaywalking because the bus stop is on this side street."

For the ranking questions, the top three (out of six) barriers that respondents want to see removed before others are: missing pedestrian crossings, missing accessible pedestrian signals, and missing curb ramps. The top four (out of seven) important locations at which to remove barriers are: schools/libraries, senior center/elderly care facilities, grocery stores/retail shopping centers, and transit centers/stops/routes. See **Tables 24 and 25** and see **Appendix K**.

Note: Ranked question scores were calculated using a weighted average score. Higher scores are for more popular choices. Lower scores are for less popular choices. See **Appendix K**.

Survey Monkey® Narrative Findings

A summary of the respondents' barrier descriptions is provided below. The SurveyMonkey® survey was not map-enabled. For raw data documentation of the SurveyMonkey® responses, see **Appendix K**.

General Observations

- **Trail design:** Respondent expressed concern for considering best interests of the disabled and senior citizens as well as equestrian users on Cascade Trail. Respondent cites the Centennial Trail that has pavement as well as graveled sides for horses and horse tracks painted on asphalt where there are horse crossings. Respondent requests that City Council take a field trip to Centennial Trail just past Lake McMurray on Highway 9 to see trail design that accommodates bicyclists, runners, walkers, the disabled, seniors and equestrian users. Respondent would like to see short, paved section between Dairy Queen and Fruitdale Road continued to be accessible for all.
- **Maintenance/Obstacle Clearing:** Respondent pointed out barriers can be architectural as well as maintenance related.
- **Communication and Employment:** A respondent who is blind commented that barriers can be for print materials and employment, as others may have misperceptions of the abilities of qualified blind candidates. Another respondent asked for the website to be more "friendly" to the visually impaired.
- **Traffic Signal Phasing/Timing:** A respondent who is blind reported that right-on-red traffic takes up available pedestrian crossing time, requiring a blind pedestrian to wait for the next cycle. The respondent advocated for either longer pedestrian crossing times, or pushbuttons that would stop the traffic. The respondent shared that audible signals are not always best, as they can mask traffic noise a blind person needs in order to read the traffic.
- **Sidewalk Barriers (Cracks, Lack of Ramps, Lack of Sidewalks):** A respondent commented that navigating streets with their child in a stroller was difficult due to lack of sidewalks, cracks in sidewalks, and lack of ramps up to sidewalks in neighborhoods of Sedro-Woolley. Another respondent noted a general observation of barriers in high-traffic pedestrian areas and local streets.

Specific Addresses/Locations

- **501 Murdock St;** no specific barrier identified.
- **Cascade Trail:** lack of paved surface as barrier.
- **Intersection of Township St and State St:** Three respondents identified this location as having barriers. One respondent cited a need for a wheelchair ramp at the sidewalk near Inspire Church. Another respondent cited State Street east of Township where there are additional missing curb ramps. [Note: Three out of four corners of this intersection do not have curb ramps.]
- **Vicinity of High School:** The respondent did not identify which high school they were referring to (Sedro-Woolley or State Street High School).
- **Section of South Hwy 9 Between State St and Hwy 20:** Reported for missing sidewalk segment. [Note: Aerial Google® imagery review of Township/Hwy 9 between State St and Hwy 20 does not appear to have a missing sidewalk segment.]
- **Talcott St:** Example of high-traffic pedestrian area in need of sidewalks
- **Jameson St between 4th St and 5th St:** Sidewalk barriers
- **8th Street and Bennett Street (diagonal from Mary Purcell Elementary School):** A respondent reported that the sidewalk is blocked by vehicles and covered in gravel, so children often walk out into the street on their way to school. Note: Aerial Google Maps® imagery review of 8th St shows there are no sidewalks on either side between Nelson St. and Dunlop St.
- **Puget Street:** Sidewalk barriers

For the ranking questions, the top three (out of six) barriers respondents want to see removed before others are: fixed objects blocking path of travel, overgrown vegetation in path of travel, and sidewalk cracks/bumps. The top four (out of seven) important locations at which to remove barriers are: grocery stores/retail shopping centers, transit centers/stops/routes, senior center/elderly care facilities, and schools/libraries. See **Tables 24 and 25** and see **Appendix K**.

Note: Ranked question scores were calculated using a weighted average score. Higher scores are for more popular choices. Lower scores are for less popular choices. See above for explanation of weighted ranked score calculations.

Ranking Observations Across Both Surveys

Due to the higher number of respondents to the SurveyMonkey® survey, the findings for the ranked questions of that cohort are statistically stronger in comparison to the ArcGIS Survey123® cohort. There was not an overlap for the top types of barriers that respondents wanted to see removed before others. See **Table 24**. For documentation of all survey data, see **Appendix K**.

Table 24. Comparison of Most Wanted Barrier Types for Removal by Rank

Rank	SurveyMonkey (23 responses)	Score	Rank	ArcGIS Survey123 (2 responses)	Score
1	Fixed Objects Blocking Path of Travel, Overgrown Vegetation in Path of Travel, Sidewalk Cracks/Bumps	4.00	1	Missing Pedestrian Crossings	5.5
2	Missing Curb Ramps	3.86	2	Missing Accessible Pedestrian Signals	4.5
3	Missing Accessible Pedestrian Signals	2.57	3	Missing Curb Ramps	3.5
4	Missing Pedestrian Crossings	2.55	4	Sidewalk Cracks/Bumps	3.0
-			5	Fixed Objects Blocking Path of Travel	3.0
-			6	Overgrown Vegetation in Path of Travel	1.5

There was overlap for the locations where respondents reported it was most important to remove barriers. The top four out of seven locations were the same, although each survey cohort ranked them within the top four differently. See **Table 25**.

Table 25. Comparison of Most Wanted Locations for Barrier Removal by Rank

Rank	SurveyMonkey (22 responses)	Score*	Rank	ArcGIS Survey123 (2 responses)	Score*
1	Grocery Stores/Retail Shopping Centers	5.09	1	Schools/Libraries	6.0
2	Transit Centers/Stops/Routes	4.81	2	Senior Center/Elderly Care Facilities	5.5
3	Senior Center/Elderly Care Facilities	4.64	3	Grocery Stores/Retail Shopping Centers	5.0
4	Schools/Libraries	4.33	4	Transit Centers/Stops/Routes	4.5
5	Local Government Buildings/Post Offices	3.71	5	Local Government Buildings/Post Offices, Parks/Trails	3.0
6	Parks/Trails	3.45	6	My residence	1.5
7	My residence	1.86	-		

For a map of all identified public outreach barrier locations, see **Figure 21**.

For a map of all identified public outreach barrier locations and fifty-foot TIP (Transportation Improvement Program) projects buffer, see **Figure 22**.

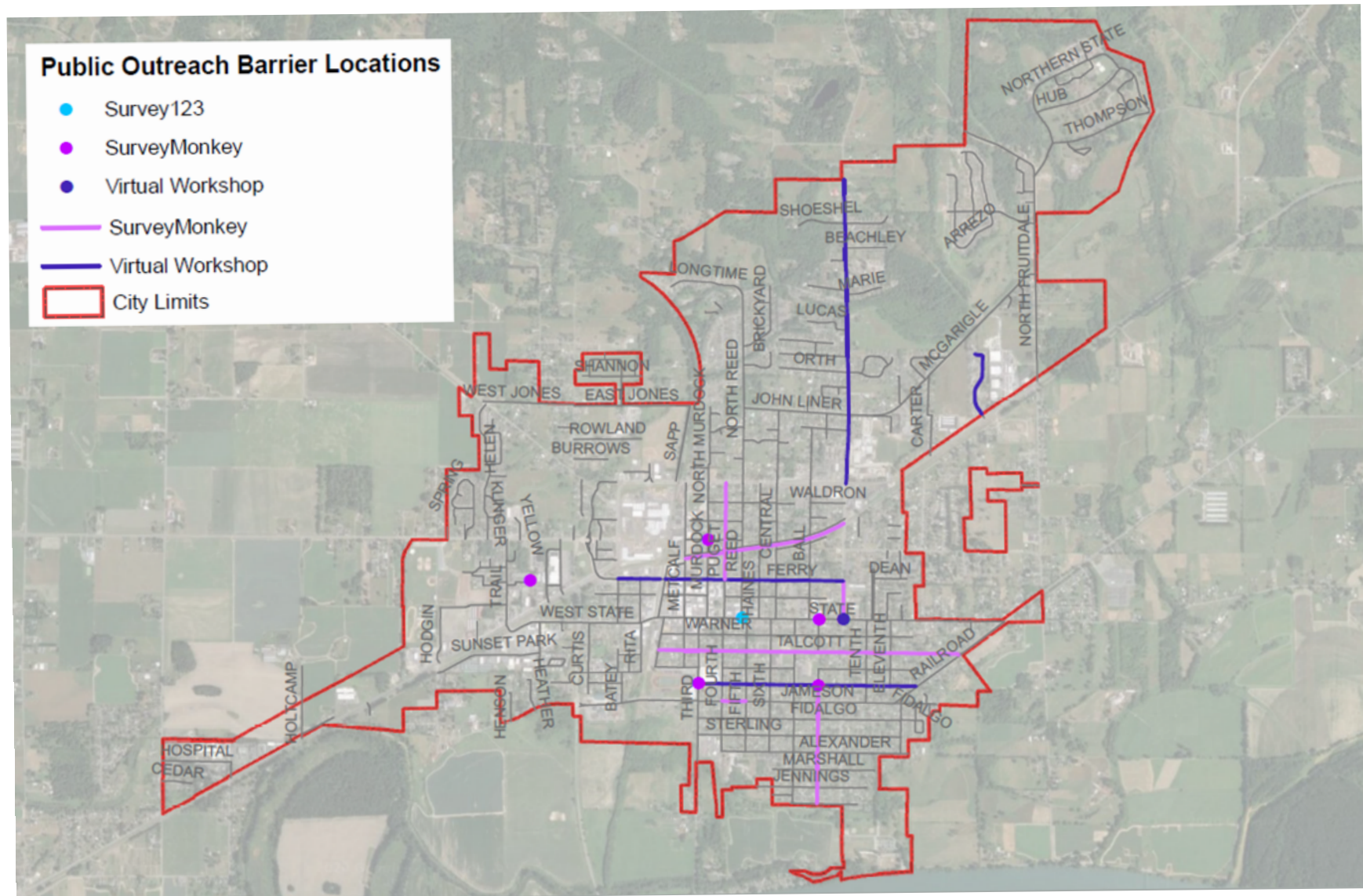
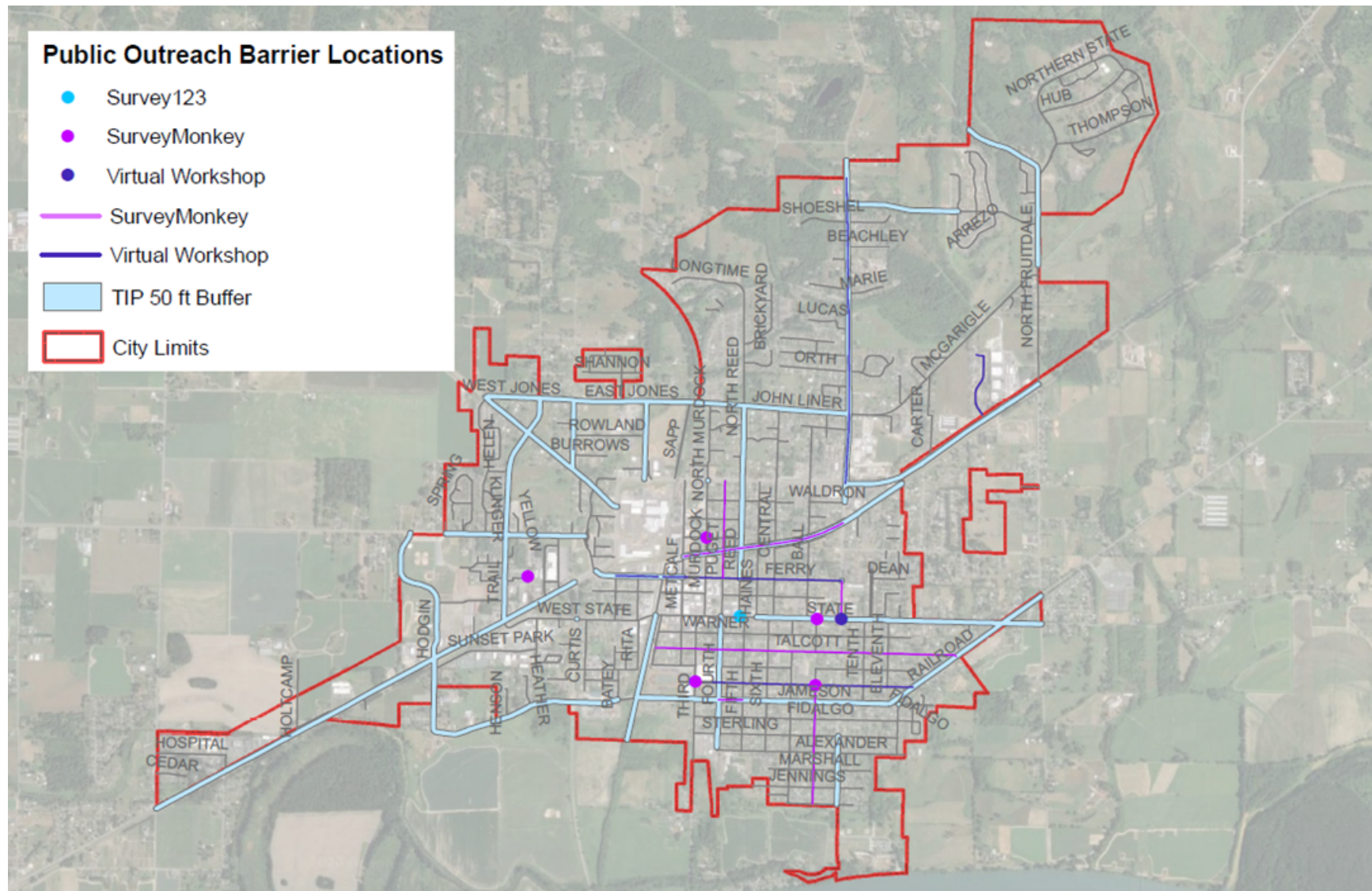
Figure 21. Public Outreach ADA Barrier Findings Map

Figure 22. Public Outreach ADA Barrier Findings with 50 Ft TIP Buffer Map



G.2.2 Public Workshop Findings

Feedback regarding barriers was provided by three participants who were members of the City of Sedro-Woolley ADA Advisory Group and two participants who were local City of Sedro-Woolley residents, one of whom shared that they use a wheelchair mobility device. The remaining participants consisted of three City staff, one Transportation Solutions consultant, and two other Transportation Solutions staff listening in to the workshop as members of the public at-large. For a map of workshop identified barrier locations, see **Figures 21** and **22** above. For minutes of the Virtual Public Workshop, see **Appendix K**.

Workshop participants identified the following barrier locations and types:

- **Mobile Park and Carriage Court:** problematic sidewalks and curb ramps*
- **Highway 9 north of SR-20:** curb ramps without tactile pads
- **Ferry Street near the old Heritage Bank:** tree roots on south side of Ferry at Puget Street
- **State and Township:** missing curb ramps and pedestrian crossings
- **Bennett Street:** uneven sidewalks

*Note: The City of Sedro-Woolley is responsible for and has authority over the public right of way. Curb ramps or other barriers on private property are the responsibility of private landowners.

Other comments addressed best practices and recommendations for the City:

- **Programmatic Observation:** Best practices for accommodating persons with disabilities include: a positive attitude of City staff, involving the ADA Coordinator as a liaison, and utilizing a network of local, regional, and state providers of disability services.
- **Ongoing Feedback Platform:** Provide either a message form or permanent survey form for members of the public to report barriers to City staff.

G.2.3 ADA Advisory Group Debrief on Public Workshop Findings

The public outreach findings were discussed by the ADA Advisory Group (AAG) on December 8, 2020. For minutes of the ADA Advisory Group debrief meeting, see **Appendix K**. The following key takeaways were identified:

- Barriers identified were primarily in area south of SR-20 in residential areas consistent with older infrastructure.
- Narrative responses from surveys were focused on barriers in proximity to schools more than other top priority barrier locations.
- AAG members have also experienced the barriers at State and Township and recommend this as a high priority location for barrier removal. One AAG member walks a paper route with a client with low vision. The aforementioned intersection is one of the hardest to cross as not everyone is looking for the pedestrians and because the client cannot see to step down from the curbs.

- AAG members have also experienced sidewalk tripping hazards on Ferry St. The paper route client has tripped along this corridor.

Further discussion identified additional pedestrian route barriers:

- Lack of sidewalks on State St and Wicker Rd: An AAG member has to walk with her paper route client in the street due to lack of sidewalks.
- There is a dirt trail along their route in the vicinity of Dean St and Wicker Rd that is often blocked by overgrown vegetation.
- A few utility poles block the sidewalk in Dean Dr/Virginia Ave area, but it is relatively easy to pass around them as there is not much traffic with which to contend.

G.2.4 Draft ADA Transition Plan Public Comments

One public comment and four “likes” were received via the City of Sedro-Woolley’s Facebook page on the Draft ADA Transition Plan in March 2021. The ADA Advisory Group also provided feedback on the Plan that informed the final version. For more detailed information, see **Appendix K**.

G.3 Recommendations for Public Feedback Prioritization

It is recommended the City:

- Prioritize the State/Township intersection for ADA barrier removal as it was identified as a barrier in the public workshop, the online survey and the AAG meeting.
- Consider prioritizing the high ranking barrier types (fixed objects blocking path of travel, overgrown vegetation in path of travel, and sidewalk cracks/bumps) for removal before other barrier types.
- Consider prioritizing barriers near the following high ranking locations (grocery stores/retail shopping centers, transit centers/stops/routes, senior center/elderly care facilities, and schools/libraries) before barriers near other locations.
- Consider establishing a dedicated annual budget reserve that may fund addressing barriers identified by the public. Such a fund will help the City mitigate risk for potential grievances as well as respond to requests by persons with disabilities in the local community who are most affected by barriers to accessibility.
- Continue to utilize the Sedro-Woolley project webpage and survey platform as a tool for future public engagement efforts related to ADA Transition Plan barrier removal progress updates.

H. Accessibility Regulations, Standards & Guidelines Resources

This ADA Transition Plan is based on the most recent federal and state ADA regulations, standards, and guidelines. The resources are divided into general and barrier specific groups with links to websites. For the WSDOT Local Agency Guidelines Chapter 29 ADA Title II Checklist for ADA Transition Plans, see **Appendix H**.

H.1 General Resources

Federal ADA Regulations

- [ADA Title II Regulations \(28 CFR Part 35\)](#)
- [ADA Title III Regulations \(28 CFR Part 36\)](#)

U.S. Access Board Standards

- [U.S. Access Board DOJ ADA Accessibility Standards \(2010\)](#)

U.S. Department of Justice Guidelines

- [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)

WSDOT Local Agency Guidelines

- [Local Agency Guidelines: Chapter 29 Section 504 of the Americans with Disabilities Act](#)

H.2 Barrier-Specific Resources

Building, Park & Trail Facilities

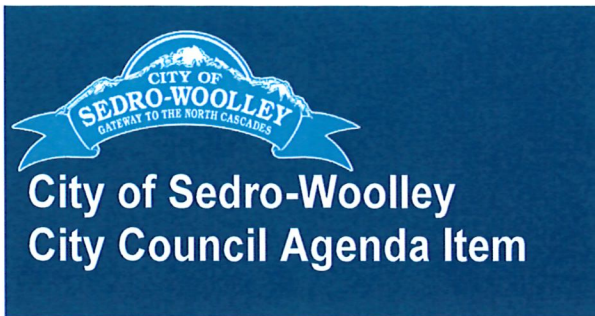
- [ABA \(Architectural Barriers Act\) Chapters 2 and 10 Amendments \(2013\)](#)
- [ADA Title III Technical Assistance Manual](#)
- [US Access Board Federal Outdoor Developed Areas Accessibility Standards \(May 2014\)](#)

Public Right of Way:

- [ADA Title II Technical Assistance Manual](#)
- [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)
- [WSDOT Field Guide for Accessible Public Rights of Way \(2012\)](#)

Programmatic (Services, Programs and Activities):

- [National ADA Network Title II Tutorial](#)
- [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)



Agenda Item No. 1-4

Date: 4/14/2021

Subject: Purchase and Sale Agreement:
Reed Street Property

FROM: Doug Merriman, PhD, City Supervisor

RECOMMENDED ACTION:

A motion to authorize the Mayor to sign a purchase and sale agreement for the purchase of the parcel of property located at 121 N. Reed Street for the amount of \$102,500.00.

The property location is as follows:

That portion of Lot 3, Block 2, Rosedale Garden Tracts of Sedro Woolley, according to the plat thereof recorded in Volume 3 of Plats, Page 52, records of Skagit County, Washington.

This property is also known as 121 N. Reed Street.

ISSUE:

In the fall of 2020, City Council discussed the opportunity to purchase the above listed parcel as an additional feature to the currently owned park property on Reed Street. In addition, the Seller expressed interest in selling the property to the City.

On the subject of purchase price, the City is required to obtain an appraisal prior to acquiring a parcel of property. Because different appraisals have different valuation methodologies that may result in differing valuation amounts, a common practice is for both parties to obtain an appraisal with the final offering price being the average of the two valuations. Accordingly, as part of the negotiations over the price, the City and the Sellers each obtained a licensed appraisal on the property. The Sellers appraisal came in at \$110,000 – the City's appraisal came in at \$95,000. The Purchase and Sales Agreement contains a provision which states that the purchase price will be the average of the two appraisals - \$102,500.00. In discussions with the Sellers, this price would be acceptable to them.

FISCAL IMPACT, IF APPROPRIATE:

PURCHASE PRICE: The purchase price has been determined by two appraisals of the subject property performed by a licensed Appraisers selected by the Purchaser and the Seller. Each party has paid for their own appraisal. Through negotiations with Sellers, the agreed upon purchase price is \$102,500 – the average of the two appraisals. The funding source for the acquisition will be Fund #115 City Council Strategic Reserve.

ATTACHMENTS:

1. Purchase and Sales Agreement.
2. City Appraisal: Valbridge Property Advisors
3. Seller Appraisal: Thomas Appraisals and Associates

REAL ESTATE PURCHASE AND SALE CONTRACT
(With Earnest Money Provision)

DATE: April 12, 2021

The undersigned Purchaser, THE CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation, agrees to buy, and the undersigned Seller, SKAGIT HOME ALONE, LLC, a Washington Limited Liability Company, agrees to sell, on the following terms, the property legally described as:

That portion of Lot 3, Block 2, Rosedale Garden Tracts of Sedro Woolley, according to the plat thereof recorded in Volume 3 of Plats, Page 52, records of Skagit County, Washington, more particularly described as follows:

That portion of the said Lot 3 described as follows:

Beginning at the Southeast corner of the West 10 feet of the said Lot 3;
Thence North 02° 05' 28' West along the East line of the said West 10 feet, a distance of 86.38 feet to the point of curvature of a curve to the right having a radius of 25.00 feet;
Thence Northeasterly and Easterly along said curve through a central angle of 89° 59' 57' and an arc distance of 39.27 feet;
Thence North 87° 54' 29' East, a distance of 46.95 feet;
Thence South 02° 05' 31' East, a distance of 111.37 feet to the South line of the said Lot 3;
Thence South 87° 54' 19' West along the said South line, a distance of 71.96 feet to the point of beginning of this description.

Skagit County Assessor's Parcel Number P76887 / 4169-002-004-019

Situate in Skagit County, Washington.

(Purchaser and Seller authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

1. **PURCHASE PRICE:** The purchase price will be determined by an appraisal of the subject property to be performed by a licensed Appraiser selected by the Purchaser. The cost of the appraisal will be paid by the Purchaser. Upon receipt of the appraisal, the Purchaser shall provide a copy to the Seller. If the Sellers disagree with the valuation determined by the appraisal, the Sellers may elect to commission their own appraisal, in which event the purchase price shall be the average of the valuations determined by the two appraisals.

2. **EARNEST MONEY RECEIPT:** Upon mutual acceptance of this agreement, Purchaser shall deposit the sum of ONE THOUSAND DOLLARS AND NO/100THS DOLLARS (\$1,000.00) in the trust account of Closing Agent as earnest money. For the purposes of this contract "mutual acceptance" means that all parties have signed this contract, and "the date of mutual acceptance" is the signature date of the last party to sign this agreement.

3. **METHOD OF PAYMENT:** All cash at time of closing. The earnest money deposit shall be credited against the purchase price.

4. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, including city, county or local improvement district assessments. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing. Indemnification of the title company to induce it to insure over any otherwise unpermitted exceptions to title shall not be allowed except with the prior written consent of Purchaser in its sole subjective discretion after full disclosure of the nature and substance of such exception and indemnity.

5. **UTILITIES:** Seller warrants that the property is connected to and/or receives the following utility services:

- (1) Public water main;
- (2) Public sewer main;
- (3) Electric utility;
- (4) Garbage utility.

PAYMENT OF UNPAID UTILITY CHARGES: Purchaser and Seller **waive** the services of the Closing Agent in disbursing closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. The Purchaser and Seller agree that utility charges which constitute unrecorded liens will be paid through the date of closing by the Seller outside of closing.

6. **DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.020, Seller shall provide Purchaser with a Real Property Transfer Disclosure Statement concerning the subject vacant property within three (3) days after mutual acceptance of this agreement. Purchaser shall have five (5) business days after receipt of said disclosure statement to accept or reject the property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this agreement shall be null, void and unenforceable, and the earnest money deposit shall promptly be refunded to Purchaser.

7. **TITLE INSURANCE:** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance and, as soon as practical prior to closing, a preliminary commitment therefor issued by GUARDIAN TITLE INSURANCE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no

exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 4 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

EXTENDED TITLE INSURANCE: At closing Purchaser shall have the option of purchasing extended coverage title insurance. This option does not change Sellers responsibility to pay for an ALTA standard form policy.

8. TITLE CONVEYANCE: Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 4 and subject to any liens or encumbrances created by Purchaser.

9. CLOSING OF SALE: This sale shall be closed at the office of GUARDIAN TITLE INSURANCE COMPANY, Closing Agent, or at such licensed and bonded escrow company as Purchaser selects, within 90 days after delivery of this Agreement to Closing Agent and in no event shall closing be later than **May 14, 2021**, (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

If this sale has not closed by the closing deadline, this transaction shall automatically terminate, and this agreement shall be null, void and unenforceable.

10. CLOSING COSTS AND PRORATES: Seller and Purchaser shall each pay one-half of escrow fee if an escrow is used. Seller and Purchaser acknowledge that the firm of WEED, GRAAFSTRA & ASSOCIATES, INC., P.S. represents the Purchaser in this transaction. Seller shall pay the owner's title insurance premium and real estate excise tax. Purchaser shall pay extended and lender's title insurance premium and recording fees. Any special assessments, assessments for utilities or other assessments upon the property shall be paid by Seller at closing.

11. FIRPTA - TAX WITHHOLDING AT CLOSING. The Closing Agent is instructed to prepare a certification (PSMLA Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

12. POSSESSION: Purchaser shall be entitled to possession on Closing.

13. RISK OF LOSS: Should the improvements on the property be materially damaged by fire or other cause prior to date of closing, this agreement shall be voidable at the option of Purchaser.

14. DEFAULT: In the event the Purchaser fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Purchasers shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.

Seller initials:

Purchaser initials:

Any refund or forfeiture of earnest money shall be in compliance with RCW 64.04.220.

In the event that either Purchaser or Seller shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and a reasonable attorney's fee.

15. NOTICE: If notice is given pursuant to this agreement, it shall be given to the parties by personal service, by facsimile transmission, or by certified mail, postage prepaid, return receipt requested at the following addresses:

Seller's name and address:

Skagit Home Alone, LLC
ATTN:
P.O. Box 743
Mount Vernon, WA 98273

Email: _____

Telephone No. _____

Purchaser's name and address:

The City of Sedro-Woolley
ATTN: Doug Merriman, City Supervisor
325 Metcalf Street
Sedro Woolley, WA 98284

Email: dmerriman@ci.sedro-woolley.wa.us

Telephone No. 360-855-1661

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the business day following the date of facsimile transmission, or on the third day following

the day such notice is mailed in accordance with this paragraph. Email addresses and telephone numbers are for contact purposes only and may not be used for notice.

16. OFAC: Purchaser represents and warrants to Seller that Purchaser is not and shall not become a person or entity with whom Seller is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

0. ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:

This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs. Purchaser shall not assign this agreement without the prior written consent of Seller.

17. BROKERS AND FINDERS: Neither party has had any contact or dealings regarding the property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the closing, or, if closing does not occur pursuant to this agreement, the provisions of this paragraph shall survive any termination of this agreement.

18. NO MERGER: The terms, representations, warranties and attorney's fee provisions of this contract shall not merge in the deed or other conveyance instrument transferring the property to Purchaser at closing. The terms, representations, warranties and attorney's fee provisions of this contract shall survive closing.

19. FACSIMILE / ELECTRONIC TRANSMISSION: Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, or the closing agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

21. COUNTERPARTS: This agreement or any other instrument for this transaction may be executed in identical counterparts with like effect as if all signatures appeared on a single copy.

22. RESERVATION OF POLICE POWER: Notwithstanding anything to the contrary set forth herein, Purchaser understands and acknowledges that the Seller's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this agreement.

23. CITY COUNCIL APPROVAL: The Purchaser acknowledges that this agreement does not bind the Seller until the City Council approves this Real Estate Purchase and Sale Agreement and the Mayor executes the agreement.

24. DEADLINE: This agreement is void unless executed by both parties by 5:00 p.m. on May 15, 2021.

DATED this 12th day of April, 2021.

THE CITY OF SEDRO-WOOLLEY, Purchaser

By: Julia Johnson

Title: Mayor

DATED this _____ day of _____, 2021.

SKAGIT HOME ALONE, LLC, Seller

By:

Title:



Valbridge
PROPERTY ADVISORS

Appraisal Report

121 N. Reed Street
Sedro-Woolley, Skagit County, Washington 98284
48.511799, -122.233687

Report Date: February 26, 2020



FOR:

WEED, GRAAFSTRA & ASSOCIATES, INC., P.S
Ms. Sarah Crow
Real Estate Paralegal
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

**Valbridge Property Advisors |
Inland Pacific Northwest**

324 N. Mullan Road
Spokane Valley, WA 99206
509-747-0999 phone
509-747-3559 fax
valbridge.com

Valbridge File Number:
WA06-21-0002-000



324 N. Mullan Road
Spokane Valley, WA 99206
509-747-0999 phone
509-747-3559 fax
valbridge.com

February 26, 2020

Ian E. Templeton
509-747-0999
itempleton@valbridge.com

Ms. Sarah Crow
Real Estate Paralegal
WEED, GRAAFSTRA & ASSOCIATES, INC., P.S.
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

RE: Appraisal Report
121 N. Reed Street
Sedro-Woolley, Skagit County, Washington 98284
48.511799, -122.233687

Dear Ms. Crow:

At your request, we have appraised the above-referenced property to form an opinion of the Market Value of the Fee Simple Interest as of February 16, 2021. We inspected the property that is the subject of this appraisal and report on February 16, 2021. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located on the east side of Reed Street approximately 390 feet north of Moore Street and is further identified as Assessor's Parcel Number (APN) P76887. The subject site is a 0.18-acre, or 7,841-sf, parcel. The site consists of one parcel of vacant residential land.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client for this assignment is WEED, GRAAFSTRA & ASSOCIATES, INC., P.S. The intended users of this report are Weed, Graafstra, & Associates, Inc., P.S. and the City of Sedro-Woolley and no others. The sole intended use is to assist in acquiring the subject real estate.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Impact of COVID-19 on Real Estate Markets

In March 2020, the World Health Organization (WHO) officially declared the global outbreak of COVID-19 a pandemic. Federal, state, and local governments have responded in various ways. In Washington State, Governor Inslee ordered the closure of schools, universities, restaurants, bars/taverns, entertainment venues, targeted businesses, and many places of public accommodation for varying periods of time. Owners of multi-family properties were prohibited from evicting tenants.

Unemployment surged to unprecedented levels as economic activity slowed. In June 2020, the National Bureau of Economic Research declared that the U.S. Economy was in recession. Beginning in the summer of 2020, most businesses and schools were allowed to reopen, albeit on varying and limited levels. Short term economic activity surged.

Following a period of declines, in the autumn of 2020, infection levels rose to the highest rates since the pandemic was declared. Several states, including Washington, Idaho, and Oregon, imposed stricter rules on businesses and gatherings. In Washington, athletic facilities and similar places were ordered to close, and restaurants were required to limit service to takeout or outside dining. In Idaho, the size of gatherings was limited to 10 or less, and patrons at bars, restaurants, and night clubs must remain seated with adherence to social distancing and sanitation requirements.

In mid-December 2020, the FDA granted emergency approval of Pfizer's and Moderna's COVID-19 vaccines. Initial distribution is very limited; broader distribution is likely by early spring 2021.

In the short term, industrial, self-storage, medical service, and net-leased investment properties have performed well despite the economic decline. Retail, hospitality, and office properties have suffered higher vacancies and reduced income. In multi-family properties, lost rent has placed pressure on landlords. The long-term impact of these events on the national, state, and local economies is not yet known; hence, the long-term impact on commercial real estate is uncertain.

The impact of current events on the market value of the property incorporated into the appraisal analysis and expressed in the report is an opinion developed from national and regional publications, surveys of market participants, and the appraiser's judgement. The appraiser makes no representation about the impact that these events, or events that happen subsequent to the effective date of the appraisal, will have on the market where the property is located or on the value of the subject property. The reader is cautioned and reminded that the conclusions presented in the appraisal report will apply only as of the effective date(s) indicated.

Extraordinary Assumptions

- None pertaining to this assignment.

Hypothetical Conditions

- None pertaining to this assignment.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	February 16, 2021
Value Conclusion	\$95,000
	\$95,000 per lot

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest



Ian E. Templeton
Appraiser Trainee
State Registered Real Estate Appraiser Trainee
Washington State License #20105888
itempleton@valbridge.com



Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com

APPRAISAL OF



Land Appraisal

LOCATED AT:

121 N Reed St
Sedro Woolley, WA 98284

FOR:

Marinus & Jill Rouw
PO Box 1545
Mount Vernon, WA, 98273

BORROWER:

N/A

AS OF:

November 9, 2020

BY:

Mark Thomas
WA State Certified Appraiser

11/09/2020

No AMC
Marinus & Jill Rouw
PO Box 1545
Mount Vernon, WA, 98273

File Number: 9366MT

In accordance with your request, I have appraised the real property at:

121 N Reed St
Sedro Woolley, WA 98284

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of November 9, 2020 is:

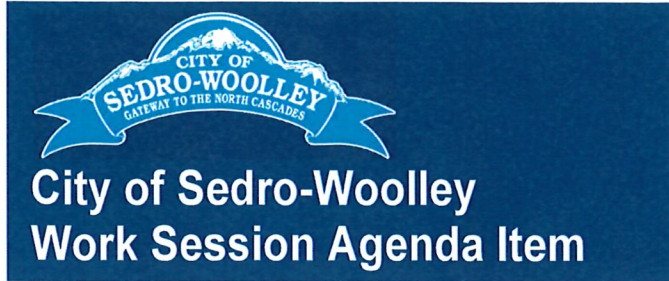
\$110,000
One Hundred Ten Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully,

Mark Thomas

Mark Thomas
WA State Certified Appraiser
27011 1100485



Agenda Item No. m-1

Date: April 14, 2021

Subject: **Possible BNSF Agreement**
Phase 1 Funding Agreement – Jones
Road/John Liner Road Connector

FROM: Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Move to approve and authorize Mayor Johnson to complete negotiations and sign the Phase 1 Funding Agreement – Jones Road / John Liner Road Connector Underpass

ISSUE:

Should council move to approve and authorize Mayor Johnson to complete negotiations and sign the attached Phase 1 Funding Agreement – Jones Road / John Liner Road Connector Underpass with BNSF Railway in the estimated amount of \$825,550?

BACKGROUND / SUMMARY INFORMATION:

As part of the Jones/John Liner/Trail Road Corridor Project, the city has obtained a \$850,000 grant from the Washington State Legislature during the 2020 Legislative session to fund design and construction of a new railroad underpass to connect Jones Road to John Liner Road. The funding agreement with WSDOT Rails was executed on August 6, 2020. Under the terms of the agreement, the project must be completed by June 30, 2021.

Since execution of the state grant agreement, the city has been working with BNSF Railway to confirm the design and finalize an agreement with BNSF Railway to design and install the bridge structure, with reimbursement by the City. BNSF has completed the design with City review and scheduled to start work on May 1, 2021, and expects to complete by June 30, 2021, and bill within 30 days after completion.

During negotiations with BNSF, it was decided that the project would be executed in two phases:

- **Phase I** (this agreement) includes design for the new bridge structure and installation of piling for the new structure, and purchase and storage of the bridge pile caps and bridge structure itself.
- **Phase II** is a future agreement (referred to as "Expansion Project" in the Agreement in the Phase I agreement text), BNSF will remove track as needed, excavate for the pile caps, install the bridge structure and restore the track. The city will remove the fill below the bridge deck and construct the roadway improvements to connect Jones Road and John Liner Road, including all design, permitting, right of way and construction. BNSF will install cross bracing for the pile bents as the city excavates.

Phase II also includes closure of the existing Sapp Road undercrossing, with the final details yet to be determined. The preliminary plan per the Scoping Study is to install a box culvert over the creek, and fill in the existing opening under the railway, including removal or burial of the existing timber piling. Phase II will include work both by BNSF to remove/restore the track, and by the city to install the box culvert and fill. The Scoping Study includes a cost estimate of \$2.2 million for the Phase II work at Sapp Road. The total estimate for Phase II including the roadway work and Sapp Road closure is \$8.2 million. The estimate will be confirmed once BNSF decides on the extent of the closure. Phase II will be subject to future funding requests.

Specific provisions of the Phase I Agreement that Council needs to be aware of:

- Article 3 Paragraph 3 acknowledges that neither party has agreed to participate in or permit the construction of Phase II at this point. In other words, either party can opt out of Phase II.
- Article 4 Paragraph 6.a includes a sunset provision in the event that Phase II is not funded within five years of the agreement effective date, with provision to extend by amendment on mutual agreement.
- Article 4 Paragraph 6.b notes that the City assumes ownership and maintenance of the new structure. Phase I only includes pile installation and the bridge structure to be stored by BNSF for installation in Phase II, so the ownership is limited to these items under Phase I. Under Phase II agreement, the City may own the new completed bridge structure, along with maintenance requirements. This is dependent on ownership of the existing Sapp Road structure, ownership of which is unknown at this time, as Sapp Road in this vicinity is currently in Skagit County.
- Article 4 Paragraph 8 includes a provision that future bridge and roadway modifications required due to BNSF adding track or tracks for its own purposes would be at City expense. For now, this paragraph would apply only to the piles installed under Phase I. The future Phase II agreement will address the completed structure ownership and cost responsibility for future modifications. The Phase I agreement language is still under discussion with BNSF, with the highlighted text representing the likely final language of the paragraph. This will be resolved before council meeting and reported at that time.
- **Article 3 Paragraph 7 requires the City to give BNSF a Notice to Proceed before work is started. Given the critical timing of the May 1, 2021 start date, Staff requests that council act on the first reading. BNSF is aware of the city timeline and will accept an email notice on April 15 to proceed with the work on May 1.**

FISCAL IMPACT, IF APPROPRIATE:

REVENUE

WSDOT GCB 3351

- | | |
|---------------|-----------|
| - BNSF WORK | \$825,000 |
| - CITY WORK | \$ 20,750 |
| - WSDOT ADMIN | \$ 4,250 |

TOTAL	\$850,000
--------------	------------------

EXPENDITURE

BNSF Exhibit A Estimate of Cost	\$825,520
---------------------------------	-----------

WSDOT Administration	\$ 4,250
----------------------	----------

City Expenses

- | | |
|--|-----------|
| • Temporary Road – Reed to BNSF | \$ 0 |
| • Environmental & Coordination – Widener | \$ 27,937 |
| • Engineering Support – R&E | \$ 10,000 |
| • Construction Survey – R&E | \$ 2,860 |

TOTAL EXPENDITURE	\$870,567
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NET FUNDING NEEDED	\$20,567
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The BNSF cost estimate is slightly over the amount included in our WSDOT Rails grant at \$825,000. City expenses will exceed the Agreement total budget by \$20,567. Staff proposes to fund this work by a budget amendment, with funding from the Fund 104/314 GMA Impact Fee funds. Current balance for Fund 314 is \$209,477, with an additional \$104,659 received in 2021 to date in Fund 104, for a current total of \$314,136. We expect additional deposits due to the volume of permits in process. Other Fund 314 expenditures planned for 2021 total \$127,494, leaving \$186,642 available. There are adequate funds for the project.

The BNSF total is an estimate, and will vary with actual cost. The estimate appears to be conservative, and final costs may come in under budget. In this case, the city costs would be covered by the grant. If the cost exceeds the agreement, the City will be responsible for the added cost. Given the conservative nature of the BNSF estimate, this risk appears minimal.

ATTACHMENTS:

1. BNSF File No. BF 10017772 Phase 1 Funding Agreement – Jones Road / John Liner Road Connector Underpass
2. EXHIBIT A – Final Plans
3. EXHIBIT B – BNSF Cost Estimate

PHASE I FUNDING AGREEMENT
JONES ROAD / JOHN LINER ROAD CONNECTOR UNDERPASS

BNSF File No. BF10017772

Jones/John Liner Road Underpass

LS 403

MP 87.33
Sumas Subdivision

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

RECITALS:

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

WHEREAS, BNSF is planning to undertake certain improvements to its right of way and facilities within the City;

WHEREAS, Agency desires to construct a new public roadway connecting the existing bounds of Jones Road and John Liner Road, which will necessarily include a new grade-separated underpass of BNSF's railroad right of way ("Extension Project");

WHEREAS, Agency intends to proceed with the development of the Extension Project in phases, subject to the availability of funding to complete the project;

WHEREAS, BNSF's planned improvements present the opportunity for certain efficiencies and cost savings to the Agency by providing for certain upgrades and improvements to BNSF's right of way at this time which will facilitate the later construction of the Extension Project;

WHEREAS, Agency now desires that BNSF purchase materials and make certain improvements to its right of way as detailed on the attached Exhibit B as part of BNSF's own planned improvements, including the installation of steel pilings to accommodate a future railroad underpass to such specifications as Agency provides as part of Phase I of the Extension Project;

WHEREAS, Phase II of the Extension Project is understood by the parties to consist of the construction of the public roadway connecting the existing bounds of Jones Road and John Liner Road, including the construction of a new railroad underpass acceptable to BNSF ("Underpass"), and the closure of the nearby rail-highway crossing at Sapp Road;

WHEREAS, the construction of Phase II of the Extension Project is subject to Agency's ability to secure additional funding as well as the acceptance of plans for the proposed underpass by BNSF, but Agency is nevertheless willing to proceed with Phase I of the Expansion Project at this time and authorize the work to be performed hereunder; and

WHEREAS, BNSF is willing to accommodate Phase I of Agency's Extension Project, at the request of Agency and subject to the terms of this Agreement as provided below;

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

1) SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the design, material procurement, and installation of steel piling associated with Phase I of the proposed Jones/John Liner Rd Extension Project Underpass at LS 403 MP 87.33 (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

2) BNSF OBLIGATIONS

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

1. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for Phase I construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit B attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit B. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project will include the following railroad work by BNSF:

- (a) Procurement and storage of materials, equipment and supplies for the new railroad bridge located at LS 403 MP 87.33 as prescribed on Exhibit B;
- (b) Preliminary engineering, design, and contract preparation with respect to the Phase I work prescribed on Exhibit B;
- (c) Installation of steel piling detailed on Exhibit B pursuant to the specifications provided by Agency and acceptable by BNSF ;
- (d) Furnishing engineering and inspection as required in connection with the construction of the work prescribed on Exhibit B; and,
- (e) Coordination of de-energizing and re-energizing of the existing Puget Sound Energy overhead transmission line as needed for bridge construction;

3. BNSF will do all railroad work set forth in Article II, Section 1 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF

property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3) 7. BNSF shall complete all work and submit final billing within 30 days of June 30, 2021. AGENCY OBLIGATIONS

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

1. Agency shall provide specifications for the proposed Structure to BNSF and shall review and provide written approval of any design plans provided by BNSF prior to execution of this agreement. By providing the specifications and approvals for the Project, Agency certifies the same to be sufficient for the intended design of the Underpass proposed to be constructed in Phase II of the Expansion Project. Agency assumes all risk and responsibility for any deficiencies in the suitability and/or sufficiency of the materials purchased and work performed by BNSF under this Agreement pursuant to such specifications and approvals or their fitness for the design for the Underpass in Phase II. Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in Phase I of the Expansion Project or any element

thereof, including the Work performed by BNSF or its contractors hereunder, is expressly limited, and intended and understood by the parties to be in furtherance of BNSF's railroad purposes, and not in furtherance of Agency's purposes in undertaking the Project. BNSF's review and acceptance of plans and specifications is intended for use in the evaluation of the impact of the Project on BNSF's railroad in consideration of the subjective standards of BNSF for its railroad purposes only, and shall in no way be construed or deemed to be a condition or direction to Agency, or an opinion or approval that the plans and specifications or any work intended or completed on the Project is appropriate for any other purpose including highway purposes, is structurally sound, or that such plans, specifications, or intended or completed work meet applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended or implied herein.

2. Agency must make any required application and obtain all required permits and approvals for the Expansion Project, provided that, nothing in this Agreement shall obligate BNSF to submit to or obtain any permits for the construction of the Project or any railroad facilities. Agency must acquire all rights of way necessary for the Expansion Project, including an easement from BNSF for any portion of the Expansion Project to be constructed on right of way owned or operated by BNSF and approved by BNSF.

3. Agency shall be solely responsible for advancing Phase II of the Expansion Project. Plans for Phase II shall be submitted to BNSF for review and acceptance pursuant to a separate preliminary engineering agreement to be entered into with BNSF, and Agency understands that approval and consent to construction of the proposed Underpass shall at all times be subject to subsequent approval of the proposed project including the execution of a construction and maintenance agreement acceptable to BNSF. **The Parties acknowledge that by entering into this Agreement, neither BNSF nor Agency have agreed to participate in or permit the construction of Phase II of the Expansion Project.**

4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project..

5. Agency must complete the following tasks related to the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all

labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- (a) Provide temporary access to BNSF's right of way at the Project site via existing public roads, including but not limited to Jones Road, Sapp Road, Reed Street and Murdock Road suitable for access by crane and truck, including temporary drainage modifications and removal of temporary facilities on completion.
- (b) Assist BNSF during installation of steel piling to de-energize and re-energize the existing Puget Sound Energy overhead transmission line as needed. City is required to assist in coordination to schedule the de-energizing of power lines to accommodate BNSF construction.

6. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities. No Agency Work will occur within BNSF right of way and Agency agrees to restrict its agents and contractors from accessing BNSF property for the purposes of this Agreement.

7. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the Project after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

4) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All plans and specifications submitted by Agency for work contemplated in this Agreement, including both the Project and as to Phase II of the Agency's Extension Project, must be done in accordance with UPRR – BNSF Joint Guidelines for Railroad Grade Separation Projects and the detailed plans and specifications approved by BNSF.

2. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

3. Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

4. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

5. Subject to the restrictions imposed by Article IV, Section 4 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement.

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

- (a) BNSF will accept, own, and maintain all improvements installed as part of the Project, including but not limited to its roadbed, track, any access gates installed pursuant to the Project, railroad drainage, and all other railroad facilities. In the event Phase II funding isn't secured within 5 years of the effective date, City will reimburse BNSF for costs to remove portions of steel piling which create a conflict with maintenance activities, unless otherwise agreed to via amendment to this agreement.
- (b) Agency agrees that if Phase II is constructed, it shall assume in the construction and maintenance agreement for such underpass the ownership and maintenance, at its sole cost and expense, of such structure, including those elements installed hereunder as designated by BNSF up to and including the deck of the structure, along with the roadway to be constructed, highway approaches , and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement.
- (c) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to perform the Railroad Work hereunder, and for subsequent maintenance and inspection of the Structure or to make emergency repairs thereto.
- (d) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (e) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

7. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to the area associated with the Project surrounding BNSF tracks for maintenance purposes.

8. In the event that BNSF shall deem it necessary or desirable in the future, **after completing both Phases of the project**, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure **shall be the sole responsibility of Agency shall be determined in the Phase II agreement.**

9. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Washington, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

10. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

11. In the event construction of the Project does not commence within 12 months of the Effective Date, this Agreement will become null and void.

12. Prior to submitting any application for public grant funds for Phase II of the Jones/John Liner Rd Extension Project, Agency will submit the application to BNSF at least 45 days in advance of the application submittal deadline to allow BNSF to review and formally approve prior to Agency's submittal. BNSF shall not unreasonably withhold approval of the draft application;

13. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

14. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

15. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

16. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:

BNSF's Manager of Public Projects
2454 Occidental Avenue S, Suite 1A
Seattle, WA 98134

Agency:

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

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

AGENCY

CITY OF SEDRO-WOOLLEY

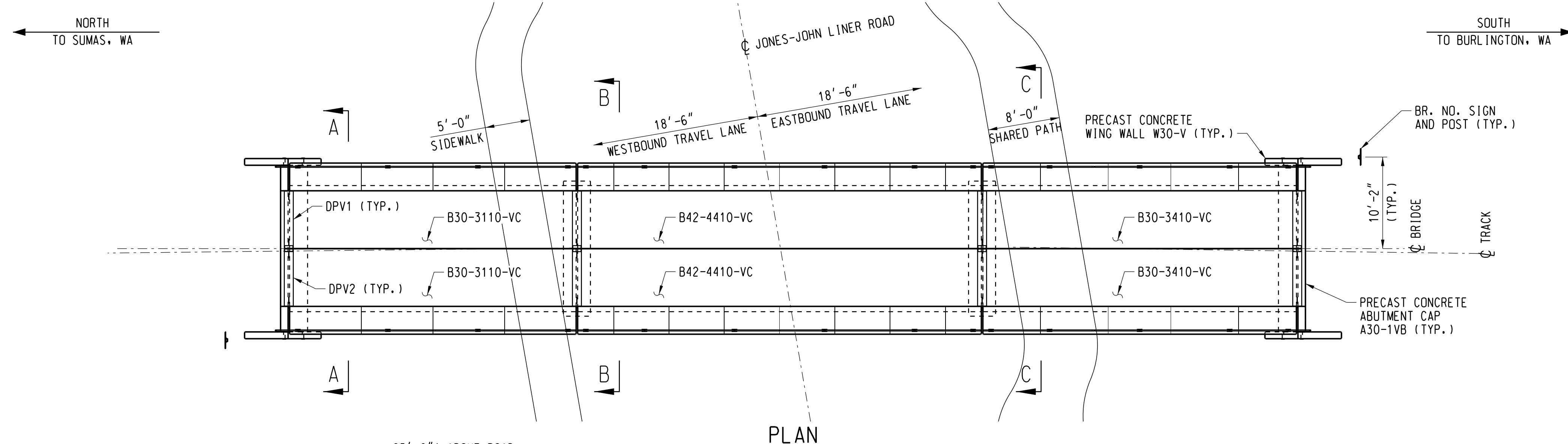
By: _____

Printed Name: _____

Title: _____

Exhibit A

[Insert drawing of the Project and/or Structure]



ATTENTION !

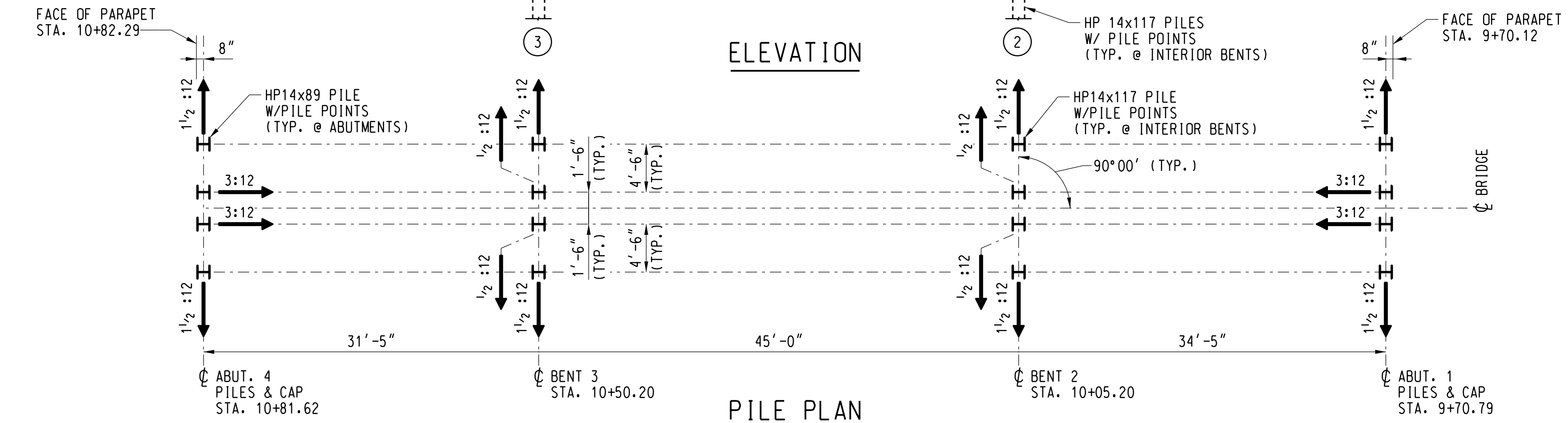
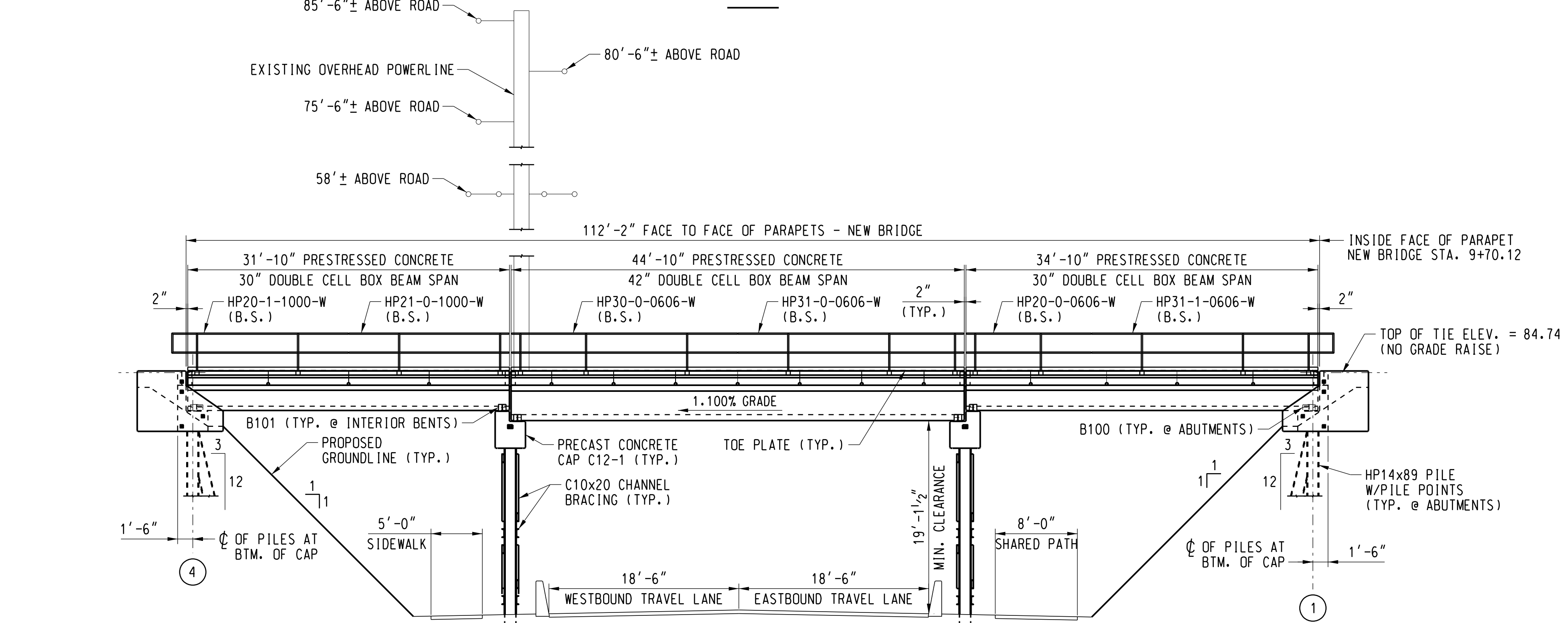
INFORMATION SHOWN ON THESE PLANS CONCERNING TYPE AND LOCATION OF UNDERGROUND OR ABOVE GROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.

THE SUPERVISOR OF STRUCTURES OR THE FOREMAN IN CHARGE WILL VERIFY THE LOCATION OF UNDERGROUND AND OVERHEAD UTILITIES BEFORE BEGINNING CONSTRUCTION AND PER THE BNSF ENGINEERING INSTRUCTIONS CHAPTER 26.

- GENERAL NOTES:**
- DESIGN LOADING : COOPER E80 WITH DIESEL IMPACT.
 - NEW CONSTRUCTION SHOWN IN HEAVY LINES, EXISTING STRUCTURE TO BE REMOVED SHOWN IN LIGHT DASHED LINES.
 - BRIDGE STATIONING AND ELEVATIONS BASED ON REICHHARDT & EBE ENGINEERING INC SURVEY CONTROL DATED JAN. 19, 2021.
- BENCHMARK:**
- #10146 REBAR AND CAP: 63.03'
BNSF ALIGNMENT - STATION 14+92.64; 49.58' LT
JONES AND JOHN ALIGNMENT - STATION 41+42.69, 460.95' LT
N: 556077.1143
E: 1299979.7470
- #2315 REBAR AND CAP: 65.23'
BNSF ALIGNMENT - STATION 14+74.53; 48.25' RT
JONES AND JOHN ALIGNMENT - STATION 42+41.19, 445.18' LT
N: 556060.5036
E: 1300078.1142
- #10245 MONUMENT: 61.70'
BNSF ALIGNMENT - STATION 11+01.64; 298.92' RT
JONES AND JOHN ALIGNMENT - STATION 44+52.90, 26.73' LT
N: 555638.5200
E: 1300287.1880
- #2314 MAG NAIL AND SHINER: 63.50'
BNSF ALIGNMENT - STATION 10+76.84; 96.97' LT
JONES AND JOHN ALIGNMENT - STATION 40+59.14, 64.20' LT
N: 555681.0916
E: 1299892.8088
- #10111 REBAR AND CAP: 61.89'
BNSF ALIGNMENT - STATION 9+71.81; 225.40' LT
JONES AND JOHN ALIGNMENT - STATION 39+15.57, 13.67' RT
N: 555604.9350
E: 1299748.3163

- REFERENCES:**
- BNSF STANDARD BRIDGE & COMPONENT PLANS ISSUED NOVEMBER 1, 2020.
- PILE NOTES:**
- PILES SHALL BE DRIVEN TO REFUSAL, IF POSSIBLE OR TO A MINIMUM ULTIMATE RESISTANCE OF 250 TONS, AS DETERMINED BY THE MODIFIED ENGINEERING NEWS RECORD FORMULA AS PER THE BNSF ENGINEERING INSTRUCTIONS 17.2.6.
 - ESTIMATED PILE LENGTH BELOW CUTOFF = 90'.
 - ALL PILES ARE TO BE DRIVEN W/ REINF. TIPS (PILE POINTS).
 - PILE SPACING SHOWN ARE AT PILE CUTOFF ELEVATIONS.
 - SYMBOL X:12 DENOTES DIRECTION AND AMOUNT OF PILE BATTER.


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



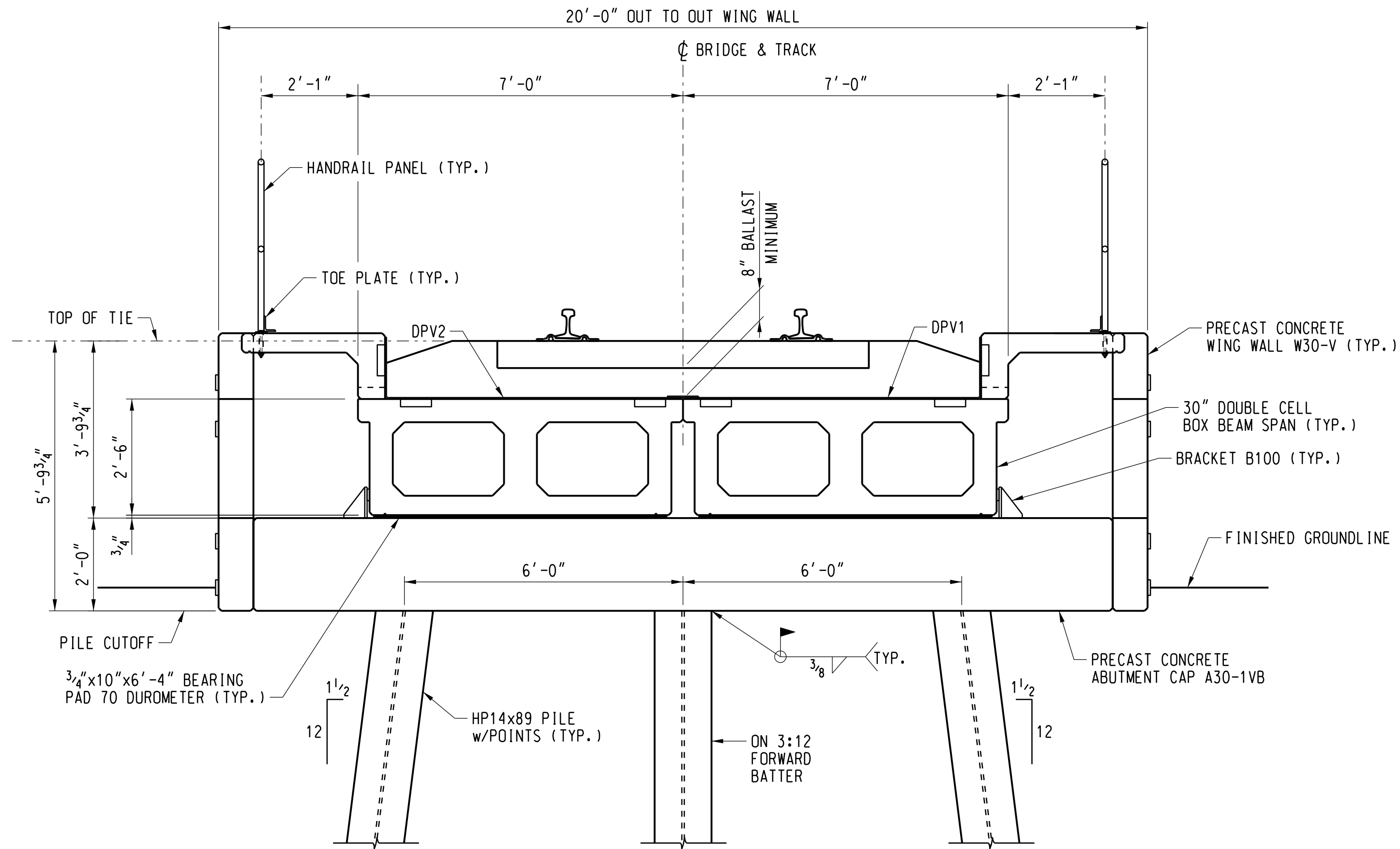
LIST OF DRAWINGS - BR. 87.33 A	
PLAN NO.	TITLE
0403-0087.330-001	GENERAL PLAN - BUILD BRIDGE
0403-0087.330-002	SECTIONS A-A AND B-B
0403-0087.330-003	SECTION C-C
0403-0087.330-004	BILL OF MATERIAL

TABLE OF ELEVATION				
LOCATION	TOP/TIE	TOP/CAP	PILE CUTOFF	T/T TO PILE CUTOFF
ABUT. 1	84.74	79.93	77.93	6'-9 ³ / ₄ "
BENT 2	85.12	80.31	77.64	7'-5 ³ / ₄ "
BENT 3	85.62	80.81	78.14	7'-5 ³ / ₄ "
ABUT. 4	85.96	81.15	79.15	6'-9 ³ / ₄ "

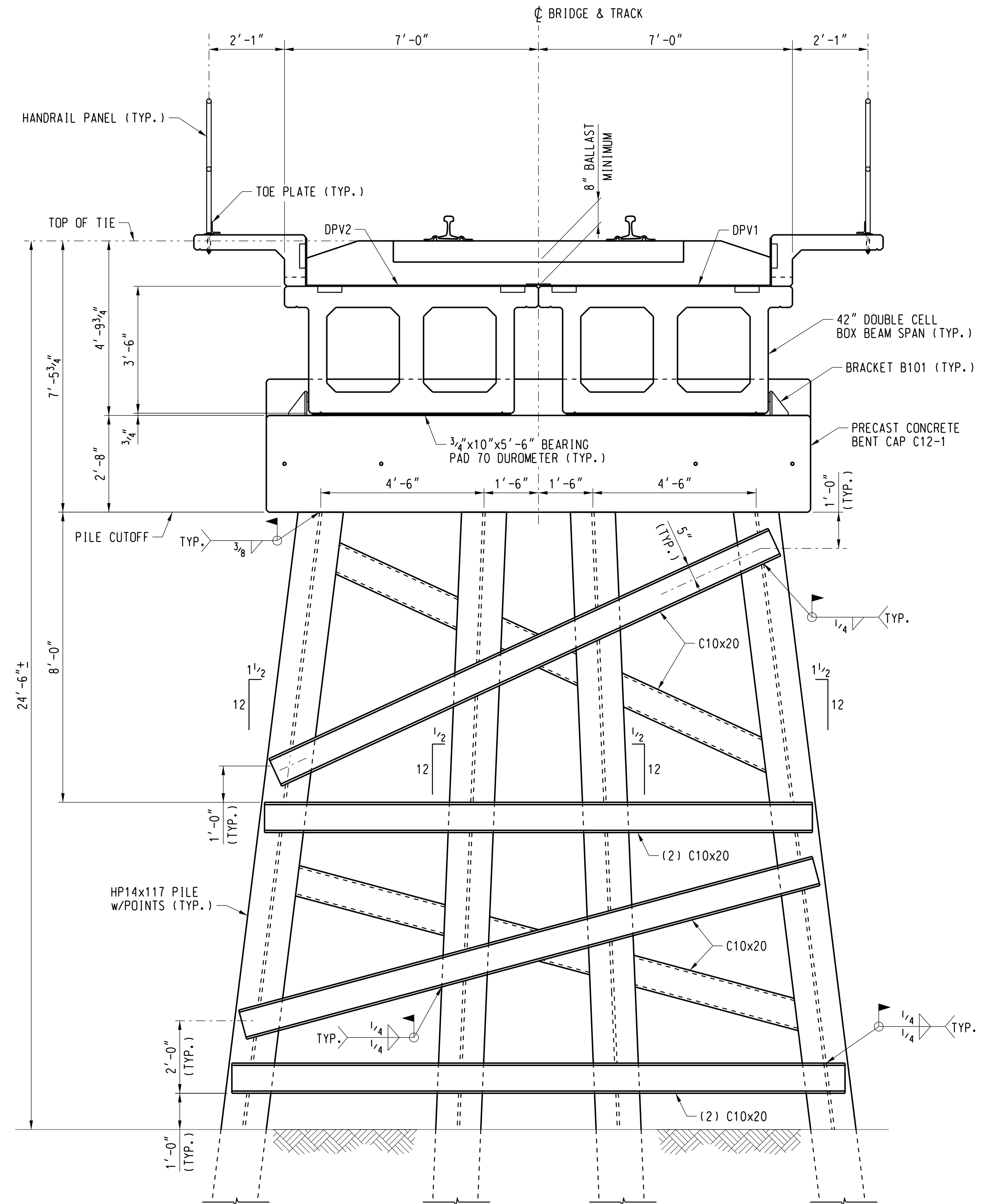
- NOTE:**
- SEE SHEET 2 FOR SECTIONS A-A AND B-B.
 - SEE SHEET 3 FOR SECTION C-C.

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

File Locat: n:\projects\0403-0087.330-Jones-John Liner Rd-Sedro Wooley, OR\Plans\Final\0403-0087.330.dgn
Sedro Wooley
Printed: 2/23/2021 Time Printed: 1:26:15 PM




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



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

DES: XXX		BURLINGTON, WA TO SUMAS, WA	
DRAWN: KRH		BRIDGE NUMBER 87.33 A	
CHECK: XXX		OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA	
DATE: FEB. 2021		SECTIONS A-A AND B-B	
AUTH: AXXXXX		PLAN NO: 0403-0087.330-002	
LINE SEG: 0403	APPROVED: ASST. DIRECTOR STRUCTURES DESIGN	SHEET: 2 OF 4	



DES: XXX	 BRIDGE ENGINEERING KANSAS CITY, KS	BURLINGTON, WA TO SUMAS, WA	
DRAWN: KRH		BRIDGE NUMBER 87.33 A	
CHECK: XXX		OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA	
DATE: FEB. 2021		SECTION C-C	
AUTH: AXXXXX			
LINE SEG: 0403	APPROVED: _____	ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0403-0087.330-003 SHEET: 3 OF 4

BILL OF MATERIAL							
ITEM	QUAN.	UNIT	DESCRIPTION	MARK	SIZE	LENGTH	REMARKS
1	42,720	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x89	60'-0"	ASTM A572 GR.50
2	56,160	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x117	60'-0"	ASTM A572 GR.50
3	21,360	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x89	30'-0"	ASTM A572 GR.50
4	28,080	LBS.	STEEL BEARING PILE (8 PCS.)		HP14x117	30'-0"	ASTM A572 GR.50
5	16	EA.	PILE POINTS	HB-77750			
6	6,400	LBS.	CHANNEL BRACING (16 PCS.)		C10x20	20'-0"	ASTM A36
7							
8	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B30-3110-VC	30"x84"	31'-10"	PER STD. PLAN 0000-1212-01 & 02
9	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B42-4410-VC	42"x84"	44'-10"	PER STD. PLAN 0000-1213-01 & 02
10	2	EA.	P/S CONC. DBL. BOX BEAM w/CONC. WALK	B30-3410-VC	30"x84"	34'-10"	PER STD. PLAN 0000-1212-01 & 02
11							
12	2	EA.	PRECAST CONC. ABUTMENT CAP	A30-1VB		18'-6"	PER STD. PLAN 0000-1120-01
13	4	EA.	PRECAST CONC. WINGWALL	W30-V			PER STD. PLAN 0000-1121-04
14	2	EA.	PRECAST CONC. STEPPED BENT CAP	C12-1	44"x36"	15'-0"	PER STD. PLAN 0000-1110-05
15							
16	4	EA.	DECK PLATE, GALV.	DPV1			PER STD. PLAN 0000-1910-04
17	4	EA.	DECK PLATE, GALV.	DPV2			PER STD. PLAN 0000-1910-04
18							
19	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP31-1-0606-W	1½" DIA.	23'-11¾"	PER STD. PLAN 0000-1222-03
20	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP20-0-0606-W	1½" DIA.	12'-4¼"	PER STD. PLAN 0000-1222-02
21	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP31-0-0606-W	1½" DIA.	22'-4¼"	PER STD. PLAN 0000-1222-03
22	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP30-0-0606-W	1½" DIA.	22'-4¼"	PER STD. PLAN 0000-1222-03
23	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP21-0-1000-W	1½" DIA.	15'-10¼"	PER STD. PLAN 0000-1222-02
24	2	EA.	HANDRAIL PANEL, ASTM A53, GALV.	HP20-1-1000-W	1½" DIA.	17'-5¾"	PER STD. PLAN 0000-1222-02
25							
26	16	EA.	WASHER, GALV.	W100	4" x ¾"	0'-4"	PER STD. PLAN 0000-1910-05
27	4	EA.	BRACKET	B100			PER STD. PLAN 0000-1910-05
28	8	EA.	BRACKET	B101			PER STD. PLAN 0000-1910-05
29	60	EA.	BOLT, A307, GALV.		¾" DIA.	7"	HANDRAIL PANEL TO CONCRETE WALK
30	60	EA.	NUT, CTR. LOCKING, ZINC PLATED		¾"		HANDRAIL PANEL TO CONCRETE WALK
31	120	EA.	WASHER, FLAT, ROUND, GALV.		13 ₁₆ " I.D. x 1 7 ₁₆ " O.D.		HANDRAIL PANEL TO CONCRETE WALK
32	2	EA.	TOE PLATE		4"x3"x3 ₈ "	31'-10"	PER STD. PLAN 0000-1222-04
33	2	EA.	TOE PLATE		4"x3"x3 ₈ "	44'-10"	PER STD. PLAN 0000-1222-04
34	2	EA.	TOE PLATE		4"x3"x3 ₈ "	34'-10"	PER STD. PLAN 0000-1222-04
35	30	EA.	SPLICE PLATE		3 ₈ " x 3"	0'-6"	TOE PLATE TO HANDRAIL PANEL
36	30	EA.	U-BOLT, A307, GALV.		¾" DIA. x 1½" DIA.		TOE PLATE TO HANDRAIL PANEL
37	60	EA.	NUT, CTR. LOCKING, ZINC PLATED		¾"		TOE PLATE TO HANDRAIL PANEL
38	60	EA.	WASHER, FLAT, ROUND, GALV.		13 ₁₆ " I.D. x 1 7 ₁₆ " O.D.		TOE PLATE TO HANDRAIL PANEL
39							
40	8	EA.	PAD, URETHANE, DUROMETER 70		¾" x 10"	6'-4"	BEARING AREA
41	4	EA.	PAD, URETHANE, DUROMETER 70		¾" x 10"	5'-6"	BEARING AREA
42	32	EA.	PREMOLDED JOINT FILLER ASPHALT IMPREGNATED		1½" x 28"	6'-4"	BETWEEN END OF BEAMS AND ABUTMENT WALL
43	2	EA.	BRIDGE NUMBER SIGN	87.33			DETAIL PLAN 3103.01.04 (TRACK STD.)
44	2	EA.	SIGN POST			6'-0"	DETAIL PLAN 3001.01.09 (TRACK STD.)
SUPERVISOR TO FURNISH: HARDWARE FOR SIGNS AS REQUIRED, ZINC RICH BRIDGE PAINT, EPOXY AND GROUT FOR BEARING PADS, IF REQUIRED.							

File Location: \\gag001\structures\ad\drawing\mombldg\newdrg\0403-0087-330 Jones-John Liner Rd - Sedro Wooley, OR\Plans\Final\00873304.dgn


DES: XXX	<div> BRIDGE ENGINEERING KANSAS CITY, KS</div>	BURLINGTON, WA TO SUMAS, WA	
DRAWN: KRH		BRIDGE NUMBER 87.33 A	
CHECK: XXX		OVER JONES-JOHN LINER RD NEAR SEDRO WOOLEY, WA	
DATE: FEB. 2021		BILL OF MATERIAL	
AUTH: AXXXXX		APPROVED: _____	
LINE SEG: 0403	ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0403-0087.330-004	SHEET: 4 OF 4

EXHIBIT B

[Insert Cost Estimate for Railroad Work here]

B&B Sup: GORDON CC: 14931
L.S.: 403
Mile Post: 87.33
Description: 3 SPAN CONC (PHASE I NEW CONST)

Date: 2/11/2021

	CAP MH	OPR MH	Capital	Operating	Total
Contracted Services			\$150,000		
Equipment Rental			\$30,000		
Bridges, Trestles, & Culverts					
0 cu yd fill			\$0		
Labor - place fill	0.0		\$0	\$0	
0 cu yd excavation					
Labor - excavate	0.0		\$0	\$0	
Labor - adjust bridge slopes	0.0		\$0	\$0	
2960 LF Steel Piles			\$121,360		
16 EA Pile Points			\$1,440		
Labor - drive steel piles	1684.0		\$55,690	\$0	
4 EA Concrete Caps - Sgl			\$18,100		
Labor - place sgl caps	0.0		\$0	\$0	
0 EA Concrete Caps - Dbl			\$0		
Labor - place dbl caps	0.0		\$0	\$0	
176 LF Steel Bracing			\$2,110		
Labor -place steel bracing	0.0		\$0	\$0	
2 EA Concrete Full Parapet			\$14,620		
Labor - place full parapets	0.0		\$0	\$0	
0 LF Concrete Voided Slab			\$0		
0 LF Concrete Slab			\$0		
112 LF Concrete Void Box			\$71,460		
Labor - place spans	0.0		\$0	\$0	
4 EA Precast Concrete Wingwall			\$3,810		
Labor - place wingwalls	0.0		\$0	\$0	
Neo. Pad & Adhesive			\$2,120		
Labor - place neo. pad	0.0		\$0	\$0	
0 LBS Structural Steel			\$0		
Labor - place structural steel	0.0		\$0	\$0	
228 LF Grip Strut Walk & Railing			\$31,920		
Labor - place walk & railing	0.0		\$0	\$0	
Apron Plates			\$1,860		
Labor - place apron plates	0.0		\$0	\$0	
Purchase Expense (9 %)			\$24,190		
Sales Tax (7.3 %)			\$19,620		
Labor - move in & set up	287.1		\$9,500	\$0	
Labor - shift bridge deck	0.0		\$0	\$0	
Labor - pilot & flagging	0.0		\$0	\$0	
Labor - finalize bridge	0.0		\$0	\$0	
0 Spans Falsework Material			\$0		
Labor - place and remove falsework	0.0		\$0	\$0	

Labor	- remove old bridge	0.0		\$0	\$0
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Acct. Total =				\$377,800	\$0	\$377,800
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SUMMARY OF ALL ABOVE ITEMS

TOTAL MH

LABOR - unload material =	287.1	0.0	\$9,500	\$0	287.1
LABOR - drive piles =	1684.0	531.8	\$55,690	\$17,590	2215.8
LABOR - place caps =	0.0	0.0	\$0	\$0	0.0
LABOR - prepare for changeout =	0.0	0.0	\$0	\$0	0.0
LABOR - place spans =	0.0	0.0	\$0	\$0	0.0
LABOR - finalize project =	0.0	0.0	\$0	\$0	0.0

TOTAL OF ABOVE LABOR SUMMARY =	1971.1	531.8	\$65,190	\$17,590	2502.9
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RAW MATERIAL =	\$268,800
OTHER (contracted services) =	\$150,000
OTHER (equipment rental) =	\$30,000

Ties		CAP	OPR			
20 EA Track Ties		MH	MH	\$2,540		
Labor - replace track ties	0.0	0.0	\$0	\$0		
Material Additive (9 %)			\$230			
Sales Tax (7.3%)			\$190			
Acct. Total =			\$2,960	\$0	\$2,960	

Rail & O.T.M.		CAP	OPR			
180 TF Track Panels		MH	MH	\$26,460		
4 EA Transition Rails (30')				\$4,920		
Labor - place track panels & rail	0.0	0.0	\$0	\$0		
0 EA Track Spikes			\$0			
0 TF O.T.M.			\$0			
Labor - remove & replace rail	0.0	44.8	\$0	\$1,480		
12 EA Weld Kits			\$840			
Labor - place track welds	0.0	0.0	\$0	\$0		
Material Additive (9 %)			\$2,460			
Sales Tax (7.3 %)			\$1,990			
Acct. Total =			\$36,670	\$1,480	\$38,150	

Ballast		CAP	OPR			
108 Cu Yd Ballast (180		NT)		\$1,620		
Labor - unload ballast	0.0	0.0	\$0	\$0		
Acct. Total =			\$1,620	\$0	\$1,620	

Work Train		CAP	OPR			
0 Days Work Train Service - Fuel		MH	MH	\$0		
Labor - work train (3 man)	0.0	0.0	\$0	\$0		
			\$0	\$0	\$0	

Equipment Maintenance		CAP	OPR			
5 Days Equipment Maintenance - Material		MH	MH	\$1,100		
Labor - equipment maintainer	50.0	0.0	\$1,650	\$0		
			\$2,750	\$0	\$2,750	

Signal		CAP	OPR			
	0 Days Signal Maintainer - Material	MH	MH	\$0		
	Leased Vehicle			\$0		
	Labor - signal maintainer	0.0	0.0	\$0	\$0	
				-----	-----	-----
				\$0	\$0	\$0

BASE ESTIMATE TOTAL =

=====	=====	=====
\$601,800	\$19,070	\$620,870

Additives	(Capital)	(Operating)			
Business Expense %	43	43	\$28,740	\$8,200	
Labor Additive %	220	42	\$147,050	\$8,010	
Transportation			\$230		
Contingencies %	2	2	\$12,040	\$380	
			-----	-----	-----
			\$188,060	\$16,590	\$204,650

ROUGH BASE + ADDITIVES ESTIMATE TOTAL =

=====	=====	=====
=====	=====	=====
\$789,860	\$35,660	\$825,520

(total labor =)	\$66,840	\$19,070	\$85,910
(total 6 man crew days =)	33.7	9.6	43.3
(total B&B MH =)	1971.1	531.8	
(total B&B 6 man crew days =)	32.9	8.9	
(price / f t=)	\$7,052	\$318	\$7,371

EQUIPMENT RENTAL ITEMIZATION						
LINE NO.	EQUIPMENT DATA		RENTAL DATA			TOTALS
	QUANTITY	EQUIPMENT DESCR.	NO. OF UNITS	TIME UNITS	UNIT RATE	
1.	1	Forklift	30	Days	\$500	\$15,000
2.	1	Mini Excavator	30	Days	\$500	\$15,000
3.				"		\$0
4.				"		\$0
5.				"		\$0
6.				"		\$0
7.				"		\$0
8.				"		\$0
TOTAL FOR EQUIPMENT RENTAL =						\$30,000

CONTRACTED SERVICES ITEMIZATION

LINE NO.			UNIT RATE	TOTALS
	QUANTITY	DESCRIPTION		
1.	1	Transportation/unloading	LS	\$10,000
2.	1	Off-Track Crane Services	LS	\$75,000
3.	1	Utility Coordination - Power Lines	LS	\$15,000
4.	1	Security Fencing / Material Yard Prep and Storage	LS	\$50,000
5.			LS	\$0
6.			LS	\$0
7.			LS	\$0
8.			LS	\$0
TOTAL FOR CONTRACTED SERVICES =				\$150,000

EXHIBIT F

Grade Separations

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.

- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled “final” until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design

Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**

- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when lift is within 25' of the centerline of the nearest track

Demolition Plan

Temporary Shoring Plan

Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline)

All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
 - In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
 - **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.**
- a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans

- d. Additional OC submittals required, but not included in the Guidelines are:
 - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
 - ii. Contingency plans
 - iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.
- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

City of Sedro-Woolley Fire Department

Monthly Incident Data

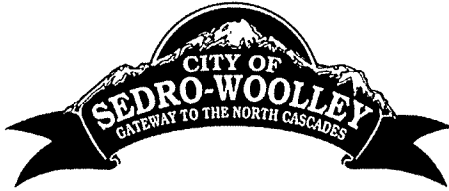
MARCH 2021

CITY COUNCIL AGENDA
REGULAR MEETING

APR 14 2021

:00 P.M. COUNCIL CHAMBER,
AGENDA NO. n-2

EMERGENCY RESPONSES	TOTALS
FALSE ALARM (FALSE CALLS)	8
FIRE	6
GOOD INTENT CALLS	28
HAZARDOUS CONDITIONS (NO FIRE)	7
RESCUE & EMERGENCY MEDICAL INCIDENTS	201
SERVICE CALLS	2
SPECIAL INCIDENT TYPE	4
TOTAL	256
TOTAL RESPONSES 2021	765
TRANSPORTS FOR THE MONTH	TOTALS
ISLAND HOSPITAL	0
PEACEHEALTH UNITED GENERAL MEDICAL CENTER	99
SKAGIT VALLEY HOSPITAL	28
St Josephs Bellingham	0
AIRLIFT NW/LIFEFLIGHT	0
Total Month	127
Total Transports for 2021	366
LOCATION / ZONE # INCIDENTS	TOTALS
Anacortes-City of Anacortes	0
Burlington- City of Burlington	12
Town of Concrete	0
Darrington	0
Fire District 2- McLean	0
Fire District 3- Conway/Cedardale	0
Fire District 4- Clear Lake	7
Fire District 5- Allen/Edison/Bow	0
Fire District 6- Bayridge	2
Fire District 7- Lake McMurray	0
Fire District 8E- Outside of City Limits East D8	12
Fire District 8N- Outside of City Limits North D8	16
Fire District 8S- Outside of City Limits South D8	49
Fire District 9- Big Lake	0
Fire District 10- Birdsvew	9
Fire District 11- Mt Erie	0
Fire District 12-Bayview	0
Fire District 13- Hope Island	1
Fire District 14- Alger	2
Fire District 15- Lake Cavanaugh	0
Fire District 16- Day Creek	0
Fire District 19- Marblemount	0
Hamilton- Town of Hamilton	0
LaConner- Town of	0
MV- City of Mount Vernon	5
Newhalem	0
SW- Inside the City of Limits of Sedro-Woolley	141
MONTHLY TOTAL:	256
MUTUAL AID	TOTALS
Given	2
Received	0



CITY COUNCIL AGENDA
REGULAR MEETING

APR 14 2021

1:00 P.M. COUNCIL CHAMBER
AGENDA NO. 10-2

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiburger, PE
Director of Public Works

MEMO TO: City Council and Mayor Julia Johnson
FROM: Mark A. Freiburger, PE
RE: **Public Works Director Authority Record**
DATE: April 5, 2021 (for Council review April 14, 2021)

Here's an informal report on documents signed under my Public Works Director Authority as authorized under Ordinance No. 1947-19.

- December 1, 2020, **JTI Commercial Services LLC**
 - Public Works Agreement No. 2020-PW-39
 - 2020 Boundary Line Fence Project
 - LS \$22,775.76
- December 10, 2020, **Widener & Associates**
 - Professional Services Agreement No. 2018-PS-28, Supplement No. 1
 - SR20/Cascade Trail West Extension Phase 2A
 - Time extension to December 31, 2022
- December 14, 2020, **GeoTest Services Inc.**
 - Professional Services Agreement No. 2018-PS-05, Amendment No. 2
 - On-Call Materials Testing and Inspections
 - Time Extension 12/31/2020
 - NTE increased by \$5,000 to \$55,000
- December 15, 2020, **Pacific Landscape Architecture**
 - Professional Services Agreement No. 2018-PS-25; Amendment No. 5
 - Landscape Design and Grant Support; Olmsted Park Design
 - Time extension to December 31, 2022
- December 16, 2020, **Katy Isaksen & Associates**
 - Professional Services Agreement No. 2019-PS-05; Amendment No. 1
 - Sewer Impact Fee and Rate Analysis
 - Time extension to December 31, 2021
- December 17, 2020, **Pace Engineers Inc.**
 - Professional Services Agreement No. 2018-PS-20, Amendment No. 3
 - Update of 2005 Sewer Comp Plan
 - Time extension to June 30, 2021
- December 17, 2020, **Brown & Caldwell Inc.**
 - Professional Services Agreement No. 2018-PS-21, Amendment No. 8
 - WWTP Improvements Design
 - Time extension to December 31, 2022
- December 17, 2020, **Semrau Engineering & Surveying**
 - Professional Services Agreement No. 2018-PS-30, Supplement No. 1
 - SR20/Cascade Trail West Extension Phase 2A
 - Time extension to December 31, 2022
- December 17, 2020, **GeoTest Services Inc.**
 - Professional Services Agreement No. 2018-PS-32, Supplement No. 1
 - SR20/Cascade Trail West Extension Phase 2A
 - Time extension to December 31, 2022

- December 18, 2020, **Lisser & Associates PLLC**
 - Professional Services Agreement No. 2021-PS-01
 - On-Call Survey Services as assigned by task order
 - NTE \$25,000
- December 18, 2020, **Widener & Associates**
 - Professional Services Agreement No. 2021-PS-02
 - On-Call Environmental Services as assigned by task order
 - NTE \$25,000
- December 18, 2020, **Semrau Engineering & Surveying PLLC**
 - Professional Services Agreement No. 2021-PS-04
 - On-Call Survey and Engineering Services as assigned by task order
 - NTE \$25,000
- January 8, 2021, **Materials Testing & Consulting Inc.**
 - Professional Services Agreement No. 2021-PS-05
 - On-Call Materials Testing and Inspections as assigned by task order
 - NTE \$20,000
- January 11, 2021, **Transportation Solutions Inc. (TSI)**
 - Professional Services Agreement No. 2021-PS-06
 - Traffic Modeling
 - NTE \$20,000
- January 13, 2021, **A-1 Safety Tree Service LLC**
 - Public Works Agreement No. 2021-PW-06
 - Emergency Tree Service; Emergency Declared
 - NTE \$5,000
- January 19, 2021, **Elm Solutions, dba Dalton Electric**
 - Public Works Agreement No. 2020-PW-03, Change Order No. 1
 - 2020 WWTP Electrical Improvements Project
 - Change proposed by Contractor
 - Net Change - Credit \$37,120.02
- January 20, 2021, **GeoTest Services Inc.**
 - Professional Services Agreement No. 2021-PS-03
 - On-Call Materials Testing and Inspections and Geotechnical Engineering as assigned by task order
 - NTE \$20,000

Submitted the above to City Council as information only February 10, 2021

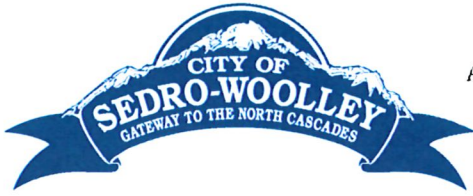
- February 18, 2021, **Generator Services Northwest LLC**
 - Public Works Agreement No. 2021-PW-12
 - 2021 Backup Generator Maintenance and Unit Priced Services as assigned task order
 - NTE \$25,000
- February 23, 2021, **Ackermann Electric Company**
 - Public Works Agreement No. 2021-PW-14
 - 2021 Electrical Unit Priced Contract Services as assigned by task order
 - NTE \$25,000
- February 26, 2021, **Urban Forestry – Bartlett Consulting**
 - Professional Services Agreement No. 2021-PS-07
 - On-Call Arboricultural Consulting as assigned by task order
 - NTE \$10,000
- March 3, 2021, **Bonner Electrical Contracting LLC**
 - Public Works Agreement No. 2021-PW-13
 - 2021 Electrical Unit Priced Contract Services as assigned by task order
 - NTE \$25,000

- March 5, 2021, **Blythe Mechanical Inc.**
 - Public Works Agreement No. 2021-PW-09
 - 2021 Annual Plumbing Unit Priced Contract Services as assigned by task order
 - NTE \$25,000
- March 22, 2021, **Elm Solutions, dba Dalton Electric**
 - Public Works Agreement No. 2020-PW-03, Change Order No. 2
 - 2020 WWTP Electrical Improvements Project
 - Generator Rental for 3 Additional Weeks
 - Net Change \$7,048.26
- April 1, 2021, **Mark Christ, Architect**
 - Professional Services Agreement No. 2021-PS-09
 - Architectural Services
 - FS2 Storage Building Drawings
 - NTE \$3,000
- April 5, 2021, **Universal Field Services Inc.**
 - Professional Services Agreement No. 2021-PS-08
 - Jones/John Liner/Trail Road Corridor Projects
 - Real Estate Professional Services
 - NTE \$15,950

Submitted the above to City Council as information only April 14, 2021

CITY COUNCIL AGENDA
REGULAR MEETING

APR 14 2021



5:00 P.M. COUNCIL CHAMBER
AGENDA NO. n-3

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: Mayor and City Council

FROM: Christine Salseina, Deputy Clerk

DATE: April 14, 2021

RE: **Report of Contracts approved under SWMC 2.104.060**

The attached listing of agreements were approved and are provided for your information.

Contract(s) available in their entirety at the Finance Department

CONTRACTS APPROVED UNDER
SWMC 2.104.060

2019-PS-10, Amendment No. 1 - Keithly Barber Associates Inc.	Time Extension to June 30, 2021	12/14/2020	N/A
Professional Services Agreement - Auble, Jolicoeur & Gentry Inc. dba VPA	Consultant Services - Property Appraisal for 121 N Reed Street	1/25/2021	\$1,900
Small Public Works Agreement No. 2021-PW-07 - A-1 Safety Tree Service LLC	2021 Memorial Park Tree Removal Project & Unit Priced Services	2/2/2021	NTE \$35,000.00
Small Public Works Agreement No. 2021-PW-10 - Pacific Air Control Inc.	2021 HVAC Preventive Maintenance and Unit Priced Services	2/22/2021	NTE \$35,000.00
Small Public Works Agreement No. 2021-PW-17 - Oceanside Construction Inc.	2021 Unit Priced Construction Services for Misc. Construction Services of an Emergent Nature	2/23/2021	NTE \$35,000.00
Small Public Works Agreement No. 2021-PW-15 - P & P Excavating LLC	2021 Unit Priced Construction Services for Misc. Construction Services of an Emergent Nature	2/26/2021	NTE \$35,000.00
Small Public Works Agreement No. 2021-PW-11 - Blythe Mechanical Inc.	2021 HVAC Preventative Maintenance and Unit Priced Services	3/5/2021	NTE \$35,000.00
Small Public Works Agreement No. 2021-PW-16 - Fisher Construction Group Inc.	2021 Unit Priced Construction Services for Misc. Construction Services of an Emergent Nature	2/19/2021	NTE \$35,000.00
Professional Service Agreement with Turner HR Services, Inc.	Consulting Services	3/1/2021	NTE \$10,000.00
Professional Services Agreement No. 2020-PS-15 - Reichhardt & Ebe Engineering Inc.	Amendment No. 1 to Agreement No. 2020-PS-15 increasing the NTE amount from \$10,000 to \$50,000	3/22/2021	NTE \$50,000.00