

Next Ord: 2045-23
Next Res: 1120-23

CITY COUNCIL AGENDA

IN PERSON OR VIA ZOOM

February 22, 2023

6:00PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

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

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

- 1. Minutes - Regular Session- January 25th, 2023
- 2. Minutes - Joint City Council and Planning Commission - February 1st, 2023
- 3. Minutes - Regular Session- February 8th, 2023
- 4. Check Register - Off-Cycle
- 5. Check Register - Regular
- 6. 2023 Out of State Travel Request
- 7. Approval of Purchase Order 2023-PO-06 Pape Machinery Inc JD 4066R Tractor
- 8. Approval of Purchase Order 2023-PO-07 Pape Machinery - Frontier Rear Discharge Mower
- 9. Amendment to YMCA Agreement
- 10. Repealing SWMC Section 17.36.080 and Amending SWMC Section 17.40.040 to Reflect Changes Previously Adopted - Ordinance No. 2042-23 - 1st Read
- 11. 2nd Allocation Agreement Regarding Opioid Settlements with Walmart, Teva, Allergan, CVS and Walgreens

- f. Introduction of Special Guests and Presentations**
Honoring Joann Lazon for Serving as the City's Wellness Coordinator
- g. City Administrator Reports**

- 1. Fire Department Staffing- Levy Lid Lift

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

Written comments or questions will be accepted by letter or via email at finance@ci.sedro-woolley.wa.us.

- k. Public Hearing(s)**

- l. Unfinished Business**

m. New Business

1. Sapp Road Closure to Vehicular Traffic, Moore Street (SR 20) to Jones Road - Resolution 1116-23 - 1st Read
2. Approval of Supplement 1 to Consultant Agreement 2022-PS-09 with Reichhardt & Ebe Engineering, Inc. for Revision of the Design to a Roundabout Intersection
3. Approval of Amended Purchase Order 2022-PO-19 KCDA and Related Change Order 1 to Contract 2023-PW-04 with Northwest Playground to add Installation of Playworld Systems Equipment and Benches for Memorial Park
4. Grant Application Approval - IJJA RAISE Grant for Jones/John Liner/Trail Rd Corridor Projects
5. Proposed Amendments to the Accessory Dwelling Unit Regulations, Ch. 17.100 SWMC - Ordinance 2043-23 - 1st Read
6. Proposed Amendments to Title 17 SWMC to Address Alcohol Production Establishments - Ordinance 2044-23 - 1st Read
7. Funding the North Star Project - Resolution 1119-23 - 1st Read
8. Amending Chapter 12.44 'Special Events, Parades and Festivals' of the Sedro-Woolley Municipal Code - Ordinance 2041-23 - 1st Read

n. Information Only Items

o. Good of the Order

p. Executive Session

q. Adjournment

Next Meeting(s) City Council Study Session- March 1st, 2023

The City of Sedro-Woolley assures that no person shall on the grounds of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) as provided by Title VI of the Civil Right Act of 1964, Title II of the American with Disabilities Act of 1990, and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Sedro-Woolley sponsored program or activity. The City of Sedro-Woolley will make every effort to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Topic: Sedro-Woolley City Council Meeting

Join Zoom Meeting

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

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



Agenda
Item No.

Date:

February 22, 2023

Subject:

Minutes - Regular Session- January
25th, 2023

FROM:

Kelly Kohnken, Finance Director

RECOMMENDED ACTION:

Approve January 25th, 2023 minutes.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for Regular City Council Meeting, held on January 25th, 2023

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Minutes- Regular Session- January 25th, 2023

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 25, 2023– 6:00 P.M. Hybrid Meeting

Call to Order

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

Pledge of Allegiance and Roll Call:

Present: Mayor Julie Johnson, City Council Members Brendan McGoffin, Joe Burns, Sarah Diamond, JoEllen Kesti, Chuck Owen, Glenn Allen, & Nick Lavacca.

Approval of Agenda

Motion made by Councilmember Owen seconded by Councilmember McGoffin to approve the agenda. Motion carried (7-0).

Consent Agenda

1. Minutes - Regular Session – December 14th, 2022
2. Minutes - Work Session – January 11th, 2023
3. Check Register - Regular
4. Check Register - Regular

Motion made by Councilmember Diamond, seconded by Councilmember Kesti, to approve the consent agenda. Motion carried (7-0).

Introduction of Special Guests

Senior Program Manager Renee Corcoran and Director Ellen Schweigert from the Sedro-Woolley Senior Center- Gave an update on Skagit County Senior Services and Public Health. The Senior Center offers a place for socialization as well as activities, a place where Seniors can get a healthy meal. Skagit County also offers Congregate Meals, Meals on Wheels, and Liquid Meal Replacement. Congregate meal sites include Anacortes, Burlington, Concrete, Mount Vernon, and Sedro-Woolley. Meals served in the Senior Centers, 41,720 meals were served last year, Sedro-Woolley has the highest participation level. Meals on Wheels (home delivered meals) 126,011 meals were served last year for seniors 60+ who are home bound or have difficulty preparing meals. Fundraising Opportunities will begin again this year.

Staff Reports

Director of Public Works, Mark Freiburger stated he is working on the Legislative one-page, there was discussion about the new Public Works Building, and he mentioned that there is still a need to get the solid waste vehicles out of the weather and said most of the project has been completed. The community projects award has been issued to the City of Sedro-Woolley. There was a brief mention of Phase 1 Olmsted Park. Director of Public Works, Mark Freiburger notified City Council the job posting for Senior Engineer has been posted to the Website. City Administrator, Charlie Bush and Director of Public Works, Mark Freiburger are hoping to get some good candidates for the position. Director of Public

Works, Mark Freiburger notified City Council of the total acquisition of the corner project and Sapp Rd closure.

Councilmember and Mayor's Reports

City Administrator Report

Councilmember and Mayor's Report

Mayor, Julia Johnson, and Councilmember Owen thanked Renee Corcoron and Ellen Schweigert for their hard work and continued support of the Senior Center.

Councilmember Owen had nothing to report. Councilmember McGoffin made comment on how well the Public Works Study Session Committee Meeting went and notified the City Council that no action was taken. Councilmember Diamond had nothing to report. Councilmember Burns was happy to see the progress at Memorial Park. Councilmember Kesti had nothing to report. Councilmember Allen had nothing to report. Councilmember Lavacca asked about Committee Meetings and how they will be notified.

Mayor, Julia Johnson stated the Deputy Clerk, Serena Mynatt will be sending out email notifications to the Committee Members along with the Completed Committee Packets. Mayor, Julia Johnson congratulated Director of Public Works, Mark Freiburger for all his hard work and applying for the community project grant and his dedication to completing all paperwork that was involved. A big thank you to Representative Rick Larson for his continued support. Mayor Julia Johnson invited Rick Larson to our groundbreaking Ceremony in June.

Proclamation(s)

Public Comments

Phil Murray 101 W. Woodworth St made comment and had questions regarding who is writing the resolutions and making the laws. City Administrator, Charlie Bush met with him after the meeting to answer his questions.

Public Hearing(s)

Unfinished Business

New Business

1. Amending Title 8 to add a new Chapter 8:05 Regarding Compost Procurement-2035-23

No action taken, tabled until February 8th, 2023.

City Attorney, Nikki Thompson gave detailed information and explanation on this subject to utilize materials in our projects instead of taking to the land fill, City Attorney, Nikki Thompson answered questions made by Councilmembers.

2. Amending Title 9 to Add a New Chapter 9.250 to include by Reference Certain Weapon Offenses Contained in the Revised Code of Washington (RCW's)- Ordinance 2033-23.

Motion made by Councilmember McGoffin and Seconded by Councilmember Burns. Motion carries (5-2). Opposed Councilmember Owen and Councilmember Lavacca.

City Attorney, Nikki Thompson gave detailed explanation on added revisions to our code and levels of code and infractions for a crime to update the code to match State Law.

3. Amending Chapter 1.20 "General Penalty to Eliminate Criminal Liability for Code Violations Without Identified Penalties and Add a Civil Penalty Scheme Consistent with RCW 7.80- Ordinance 2034-23.

No action taken, tabled until February 8th, 2023.

City Attorney, Nikki Thompson gave detailed information and explanation on this subject and answered questions made by councilmembers.

4. Possible bid Award-2023 Public Works Operations Building Mechanical System Installation Project

Motion made by Councilmember Allen seconded by Councilmember Lavacca. Motion carried. (7-0).

5. Possible Bid Award- 2023 Public Works Operations Building T-Grid & Drywall Installation Project

Motion made by Councilmember Allen seconded by Councilmember Lavacca. Motion carried, (7-0).

6. Possible Bid Award- 2033 Public Works Operations Building Electrical System Installation Project

Motion made by Councilmember Allen seconded by Councilmember Lavacca. Motion carried, (7-0).

7. Proposed Regulations for Homeless Encampments at Religious Organizations – 1st Read.

No action taken, tabled until February 8th, 2023.

Planning Director, John Coleman gave a detailed explanation on the temporary housing and safe parking regulations located at religious organizations. Mayor Julia Johnson thanked him for the presentation. Council discussion included the impact of ordinance during an emergency (such as a snowstorm), distance of notification to surrounding community, children under the age of 18, and use of prescribed and illegal drugs.

Motion made by Councilmember Lavacca, seconded by Councilmember Diamond, not allowing children under the age of 18 in homeless encampments, consistent with language already included in the ordinance. Motion carries (5-2). Opposed Councilmembers Burns and Allen.

Councilmember Lavacca will be joining Via Zoom for next week's Meeting.

Information Only Items

1. Thank you from Helping Hands Food Bank
2. Public Works Director Signing Authority Record
3. Purchasing Policy Issue- Cues Gnet Software Purchase 11/18/2022

Adjournment

The meeting adjourned at 7:39 P.M.

Closed Session

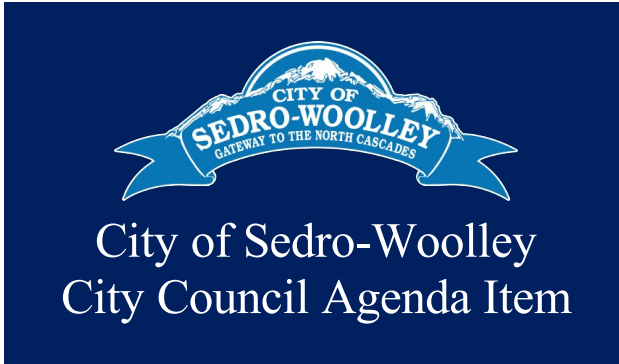
To discuss collective bargaining.

ATTEST:

APPROVED:

Kelly Kohnken, Finance Director

Julia Johnson, Mayor



Agenda
Item No.

Date:

Subject:

February 22, 2023

Minutes - Joint City Council and
Planning Commission - February 1st,
2023

FROM:

Kelly Kohnken, Finance Director

RECOMMENDED ACTION:

Approve February 1st, 2023 minutes.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded from Joint City Council and Planning Commission Meeting, held on February 1st, 2023

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Minutes- Joint City Council and Planning Commission - February 1st ,2023

CITY OF SEDRO-WOOLLEY

Study Session from Joint City Council and Planning Commission
February 1, 2023 – 6:00 P.M. Hybrid Meeting

Call to Order

Mayor Julia Johnson called the meeting to order at 6:04 P.M.

Roll Call

City Council Members Present: Brendan McGoffin, Joe Burns, Sara Diamond, JoEllen Kesti & Glenn Allen. **Councilmembers** Nick Lavacca and Chuck Owen Via Zoom

Introduction of Special Guests and Presentations:

Agenda items

1. Proposed Comprehensive Plan Amendments – 2023 Docket

Planning Director John Coleman presented information to the City Council, Commission, and the Mayor regarding the updates to amendments in Municipal Code to set a docket every year. The Planning Commission works on the Comprehensive Plan and updating and gathering information all year, so they can pass all changes all at once. The Commission also works with the Skagit County Governments on population projection growth in commercial and residential areas. There was discussion on how the Planning Commission comes up with the plan for changes, the timeline, and how potential GMA and legislative changes will impact on the Comprehensive Plan.

After discussion, there was no action taken tonight on this agenda item. This item will be placed on February 8th, 2023 City Council agenda under Unfinished Business. Planning Director, John Coleman, requested an action to be taken to set the docket for 2023 at the next regular council meeting.

Planning Director John Coleman answered question made by City Council and Planning Commission. There was discussion of economic growth and level of jobs being created in addition to affordable housing in Skagit County. Mayor Julia Johnson recognizes people are eating out more and looking for entertainment types of businesses. There was discussion of commercial space available and location of these topics. Councilmembers expressed concern of congestion, other traffic concerns and transportation needs, the cost of living in apartments, and housing density around the farmland.

There was discussion about including new bike trails in the next Comprehensive Plan update. There was discussion of ADU units and the process. Planning Director John Coleman

estimated there have been 5 permits issued since it started in 2018. Planning Director John Coleman addressed other questions that were asked by City Council and Commissioners.

2. NorthStar Project

Mayor Julia Johnson explained how the community and Skagit County are working together towards the same goals through the NorthStar project. Applicants can apply for funding with Skagit County, NorthStar will then vet and distribute funds. Funding comes from House Bill 1590 and the funds are to be used for affordable housing and related services, mental health, and homelessness. There was mention of past and current organizations providing these services including Pioneer Center North (counseling and treatment), Family Promise (reduce the need for assistance long-term), and Marthas House (supportive housing).

There was discussion of opioid funding and Mayor Julia Johnson said City Administrator Charlie Bush would be discussing and organizing funding on this topic. Mayor Julia Johnson encouraged the City Council to come with questions next week for Jennifer Johnson and George Kosovich, Public Health Analyst with Skagit County, presenting on NorthStar project.

Adjournment

The meeting adjourned at 7:51 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, Finance Director

Julia Johnson, Mayor

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Agenda
Item No.

Date:

February 22, 2023

Subject:

Minutes - Regular Session- February
8th, 2023

FROM:

Kelly Kohnken, Finance Director

RECOMMENDED ACTION:

Approve February 8th, 2023 minutes.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for Regular City Council Meeting, held on February 8th, 2023

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Minutes- Regular Session- February 8th, 2023

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 8th, 2023– 6:00 P.M. Hybrid Meeting

Call to Order

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

Pledge of Allegiance and Roll Call:

Present: Mayor Julia Johnson, City Council Members Joe Burns, Sarah Diamond, JoEllen Kesti, Chuck Owen, Glenn Allen, and Nick Lavacca; Brendan McGoffin on Zoom.

The students from Job Corp where also present.

Approval of Agenda

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

Consent Agenda

1. Check Register- Regular- February 8th, 2023
2. Police Vehicle Purchase- Resolution 1118-23- 1st Read
3. Out of State Travel for Professional Services Conference

Motion made by Councilmember Diamond, seconded by Councilmember Owen, to approve the consent agenda. Motion carried (7-0).

Introduction of Special Guests

1. George Kosovich, Public Health Analyst with Skagit County Health, Presenting on the NorthStar Project
2. Public Health Director Keith Higman and Assistant Public Health Director, Sarah Hinman assisted with presentation. Skagit County Commissioner, Lisa Janicki gave a summary and background on the NorthStar Project.

Assistant Public Health Director Sarah Higman presentation an explanation of the NorthStar Project and the 2023 project work plan goals which include implementing a

care coordinator platform, developing a shared multiyear countrywide housing agenda to increase supply, quality, and diversity of housing, and establishing and implementing a policy and funding framework.

Public Health Analyst, George Kosovich continued NorthStar presentation and answered questions by Councilmembers including funding sources and different metrics for measuring homelessness. Public Health Analyst George Kosovich requested to City commit \$100,000 a year, approximately half of its annual 1590 funding, to collaborating with NorthStar.

Additional information is included in a PowerPoint presentation available on the City's website.

City Administrator Report

1. City Administrator, Charlie Bush gave an update on the Sedro-Woolley Academy and stated there are 10 people signed up.

Charlie Bush also mentioned next round for the opioid settlement agreement will be coming soon.

Councilmember and Mayor's Report

Councilmember Owen had nothing to report, Councilmember Diamond had nothing to report, Councilmember Burns had nothing to report, Councilmember Kesti had nothing to report, Councilmember Allen had nothing to report, Councilmember Allen had nothing to report, Councilmember Lavacca stated he was excited for the new Planning and Business Development Committee meetings, Councilmember McGoffin had nothing to report. Mayor Julia Johnson thanked our guests for the NorthStar presentation and educating the Council on the project. Mayor Julia Johnson thanked Mark Freiburger and John Coleman for helping us understand the grants and the proposed annexation.

Proclamation(s)

Public Comments - No Public Comments

Public Hearing(s)

Unfinished Business

1. Amending Chapter 1.20 'General Penalty 'to Identify a range of Penalties for Code Violations and Add a Civil Penalty Scheme Consistent with RCW 7.80- Ordinance 2034.1-23- 2nd Read

Motion made by Councilmember Burns, seconded by Councilmember Owen to approve Ordinance 2034.1-22. Motion carried (7-0).

2. Amending Title 8 to Add a New Chapter 8:05 Regarding Compost Procurement- Ordinance 2035-23- 2nd Read

Motion made by Councilmember Burns seconded by Councilmember Diamond to approve Ordinance 2035-23. Motion carried (7-0)

3. Proposed Comprehensive Plan Amendments - 2023 Docket

Motion made by Councilmember Allen seconded by Councilmember Lavacca. Motion carried. (7-0)

4. Proposed Regulations for Homeless Encampments at Religious Organizations- Ordinance 2036-23- 2nd Read

Two changes from the first read, cannabis for medical use only and the age of children under the age of 18, not allowed in these encampments.

Motion made by Councilmember Lavacca seconded by Councilmember Owen. Motion carried. (7-0)

New Business

1. Proposed Annexation – Hanson, Greenough & Weise Properties and Adjacent Properties to the South - Action Requested

Ms. Hanson would like the Council to consider the Annexation.

Make a Motion to continue the proposed annexation process requested by Laura Hanson and exercise the city's authority to sign and annexation petition for all seven Mumford's parcels as authorized by the Agreement Regarding Annexation and ULID/LID Waiver of protests for Development within the UGA of the city of Sedro-Woolley filed under Auditor File #2003042400148

Motion made by Councilmember Lavacca and seconded by Councilmember McGoffin. Motion to carried (7-0).

Make a Motion that the City require the simultaneous adoption of the proposed zoning regulation.

Motion made by Councilmember Burns and seconded by Councilmember Lavacca. Motion carried (7-0)

Make a motion that the city require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

Motion made by Councilmember Allen and seconded by Councilmember Owen. Motion carried (7-0)

Make a motion to authorize the mayor to have signatory power on any annexation petition for the parcels subject the Agreement Regarding Annexation and ULID/LID Waiver of protests for Development within the UGA of the City of Sedro-Woolley filed under Auditor File # 200304240148

Motion made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (7-0)

2. Grant Approval- Community Project Funding Grant No. B-22-CP-WA-0940- Olmstead Park Development

Director of Public Works, Mark Freiburger discussed the funding sources for the Olmsted Park including RCO- federal grant, community project grant through Representative Rick Larsen office, and ARPA. The federal provision rules state that you can't use two federal funds for the same project. He proposed to HUD to possibly use these funds on the playground equipment or possibly using the funds for Phase 2 of the Olmstead Park Project. There was discussion and questions by Councilmembers.

Decision to Authorize Mark Freiburger as Authorized Representative on Grants for the Olmstead Project Funding and to table Grant NO. B-22-CP-WA- 0940 to gather more information on funding, to be moved to February 22nd, 2023.

Motion made by Councilmember Allen seconded by Councilmember Lavacca. Motion carried (7-0)

3. Amending SWMC Section 12.36.030 "Community Center Facility" Ordinance 2038-23.

Amending SWMC Section 13.30.040 "Nonresidential Schedule and Other Provisions" Ordinance 2037-23.

Amending SWMC Section 15.60.090: "Fire Department Impact Fee and Establishment of Service Area" Ordinance 2040-23.

Amending SWMC Section 18.15.040 "Appeal Procedure" Ordinance 2039-23.

Motion made by Councilmember Burns and seconded by Councilmember Diamond to approve Ordinances 2038-23, 2037-23, 2040-23, and 2039.-23. Motion carried (7-0)

Updating the Master Fee Schedule to reflect these Ordinance Changes and Other Changes- Resolution 1115-23

Finance Director, Kelly Kohnken gave an explanation on the Ordinances and how they tie into the Master Fee Schedule Resolution 1115-23.

Motions made by Councilmember Lavacca seconded by Councilmember Diamond to approve resolution 1115-23. Motion carried (7-0)

Information Only Items

1. Thank you Letter from Jean Eagleston & Terry Sapp
2. Building Permit and Planning Permit Review Status
3. Fire Department – Monthly Data

The meeting adjourned at 7:33 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, Finance Director

Julia Johnson, Mayor



Agenda
Item No.

Date:

February 22, 2023

Subject:

Check Register - Off-Cycle

FROM:

Kelly Kohnken, Finance Director

RECOMMENDED ACTION:

Review only.

ISSUE:

Due to the time sensitive nature of some claims, an off-cycle check run was performed on February 10, 2023, per Ordinance 1955-20.

BACKGROUND/SUMMARY INFORMATION:

Claims Checks #199317 through #199319.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks totalling \$12,081.61

ATTACHMENTS:

1. Check Register 02-10-23 Off-Cycle

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:45:28 Date: 02/10/2023

02/10/2023 To: 02/10/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1474	02/10/2023	Claims	2	199317	Guardian NW Title & Escrow	1,881.61	
					104 - 595 20 63 082 - RW Trail Road Extension	1,881.61	
1475	02/10/2023	Claims	2	199318	Sedro-Woolley Loggerodeo	10,000.00	
					108 - 557 30 41 010 - Loggerodeo	10,000.00	
1476	02/10/2023	Claims	2	199319	WA St Dept of Health	200.00	
					101 - 576 80 49 030 - Misc-Permits & Licenses	200.00	
						200.00	
						1,881.61	
						10,000.00	
						12,081.61	Claims: 12,081.61

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.

Date: February 22, 2023

Subject: Check Register - Regular

FROM:

Kelly Kohnken, Finance Director

RECOMMENDED ACTION:

Review only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims Checks #199320 through #199401, plus EFTs, Payroll Checks #60891 Through 60898, plus EFT's

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks, plus EFTs totaling \$427,509.90, Payroll Checks, plus EFT's totaling \$396,672.44.

ATTACHMENTS:

1. Check Register 02-22-23

CHECK REGISTER

City Of Sedro-Woolley

Time: 14:36:14 Date: 02/16/2023

02/22/2023 To: 02/22/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1694	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	99.44	
					101 - 576 80 47 052 - Bingham Caretaker	99.44	
1695	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	487.31	
					001 - 522 50 47 000 - Public Utilities	487.31	
1696	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	598.32	
					412 - 537 80 47 000 - Public Utilities	598.32	
1697	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	17.84	
					401 - 535 80 47 000 - Public Utilities	17.84	
1698	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	456.56	
					103 - 542 63 47 000 - Public Utilities	456.56	
1699	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	32.55	
					101 - 576 80 47 050 - Hammer Square	32.55	
1700	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	477.96	
					101 - 576 80 47 020 - Senior Center	477.96	
1701	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	1,204.24	
					101 - 576 80 47 070 - City Hall	1,204.24	
1702	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	83.39	
					001 - 521 20 47 000 - Public Utilities	83.39	
1703	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	16.51	
					401 - 535 80 47 000 - Public Utilities	16.51	
1704	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	111.48	
					101 - 576 80 47 053 - Other Utilities	111.48	
1705	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	329.49	
					101 - 576 80 47 010 - Community Center	329.49	
1706	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	614.37	
					101 - 576 80 47 070 - City Hall	614.37	
1707	02/22/2023	Claims	2	EFT	Cascade Natural Gas Corp	613.04	
					401 - 535 80 47 000 - Public Utilities	613.04	
1708	02/22/2023	Claims	2	EFT	City of Sedro-Woolley	14.03	
					101 - 576 80 47 053 - Other Utilities	14.03	
1709	02/22/2023	Claims	2	EFT	Comcast Holdings Corp	71.95	
					101 - 576 80 47 020 - Senior Center	71.95	
1710	02/22/2023	Claims	2	EFT	Pitney Bowes	1,134.45	
					001 - 512 50 42 010 - Postage	316.52	
					001 - 514 23 42 010 - Postage	270.95	
					001 - 521 20 42 010 - Postage	118.38	
					001 - 522 20 42 010 - Postage	20.35	
					001 - 522 20 42 010 - Postage	9.13	
					001 - 524 20 42 000 - Postage	8.45	
					425 - 531 50 42 010 - Postage	34.13	
					401 - 535 80 42 015 - Postage	204.72	
					102 - 536 20 42 010 - Postage	14.90	
					412 - 537 80 42 010 - Postage	102.36	
					001 - 558 60 42 010 - Postage	22.07	
					001 - 595 10 42 000 - Postage	12.49	
1711	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					101 - 576 80 47 000 - Riverfront	39.27	
1712	02/22/2023	Claims	2	EFT	Public Utility Dis No1	52.15	
					101 - 576 80 47 053 - Other Utilities	52.15	

CHECK REGISTER

City Of Sedro-Woolley

Time: 14:36:14 Date: 02/16/2023

02/22/2023 To: 02/22/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1713	02/22/2023	Claims	2	EFT	Public Utility Dis No1	412.87	
					102 - 536 20 47 000 - Public Utilities	412.87	
1714	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					101 - 576 80 47 000 - Riverfront	39.27	
1715	02/22/2023	Claims	2	EFT	Public Utility Dis No1	233.99	
					101 - 576 80 47 000 - Riverfront	233.99	
1716	02/22/2023	Claims	2	EFT	Public Utility Dis No1	91.14	
					412 - 537 80 47 000 - Public Utilities	91.14	
1717	02/22/2023	Claims	2	EFT	Public Utility Dis No1	221.11	
					401 - 535 80 47 000 - Public Utilities	221.11	
1718	02/22/2023	Claims	2	EFT	Public Utility Dis No1	375.70	
					101 - 576 80 47 070 - City Hall	375.70	
1719	02/22/2023	Claims	2	EFT	Public Utility Dis No1	129.80	
					101 - 576 80 47 053 - Other Utilities	129.80	
1720	02/22/2023	Claims	2	EFT	Public Utility Dis No1	110.47	
					101 - 576 80 47 051 - Bingham / Memorial	110.47	
1721	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					101 - 576 80 47 040 - Train	39.27	
1722	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					101 - 576 80 47 070 - City Hall	39.27	
1723	02/22/2023	Claims	2	EFT	Public Utility Dis No1	78.26	
					101 - 576 80 47 050 - Hammer Square	78.26	
1724	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					101 - 576 80 47 050 - Hammer Square	39.27	
1725	02/22/2023	Claims	2	EFT	Public Utility Dis No1	39.27	
					001 - 521 20 47 000 - Public Utilities	39.27	
1726	02/22/2023	Claims	2	EFT	Public Utility Dis No1	65.38	
					401 - 535 80 47 000 - Public Utilities	65.38	
1727	02/22/2023	Claims	2	EFT	Public Utility Dis No1	65.38	
					401 - 535 80 47 000 - Public Utilities	65.38	
1728	02/22/2023	Claims	2	EFT	Public Utility Dis No1	208.23	
					101 - 576 80 47 000 - Riverfront	208.23	
1729	02/22/2023	Claims	2	EFT	Public Utility Dis No1	422.58	
					401 - 535 80 47 000 - Public Utilities	422.58	
1730	02/22/2023	Claims	2	EFT	US Bank -- Purchase Cards	15,277.60	
					001 - 511 60 49 000 - Training	200.00	
					001 - 512 50 31 000 - Supplies	56.96	
					001 - 512 50 31 000 - Supplies	65.17	
					001 - 513 10 43 000 - Meals/Travel	22.00	
					001 - 513 10 49 000 - Tuition/Registration	200.00	
					001 - 514 23 31 000 - Supplies	99.37	
					001 - 514 23 31 000 - Supplies	34.60	
					001 - 514 23 31 000 - Supplies	20.51	
					001 - 514 23 31 000 - Supplies	55.37	
					001 - 514 23 31 000 - Supplies	63.47	
					001 - 514 23 31 000 - Supplies	20.59	
					001 - 514 23 31 000 - Supplies	61.34	
					001 - 514 23 31 000 - Supplies	54.29	
					001 - 514 23 31 000 - Supplies	29.32	

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		001 - 514 23 41 010 - Bank Fees				15.00	
		001 - 514 23 49 010 - Misc-Dues/Subscriptions				65.00	
		001 - 517 95 41 001 - Employee Training Programs				500.00	
		001 - 518 80 31 000 - Office/Operating Supplies				10.85	
		001 - 518 80 41 000 - Professional Services				209.94	
		001 - 518 80 41 000 - Professional Services				211.63	
		001 - 518 80 42 021 - Internet Services				200.21	
		001 - 521 20 26 000 - Uniforms/Accessories				249.95	
		001 - 521 20 31 002 - Office/Operating Supplies				56.46	
		001 - 521 20 31 002 - Office/Operating Supplies				115.09	
		001 - 521 20 31 010 - Printing/Publications				292.88	
		001 - 521 20 49 010 - Dues/Subscriptions				245.00	
		001 - 521 20 49 010 - Dues/Subscriptions				200.00	
		001 - 521 40 49 000 - Tuition/Registration				425.00	
		001 - 521 40 49 000 - Tuition/Registration				500.00	
		001 - 521 40 49 000 - Tuition/Registration				249.00	
		001 - 521 40 49 000 - Tuition/Registration				770.00	
		001 - 521 40 49 000 - Tuition/Registration				500.00	
		001 - 521 40 49 000 - Tuition/Registration				300.00	
		001 - 521 40 49 000 - Tuition/Registration				395.00	
		001 - 522 20 26 000 - Uniforms				144.00	
		001 - 522 20 31 000 - Operating Supplies				105.22	
		001 - 522 20 31 000 - Operating Supplies				21.56	
		001 - 522 20 31 010 - Office Supplies				52.11	
		001 - 522 20 31 010 - Office Supplies				97.73	
		001 - 522 20 31 010 - Office Supplies				38.00	
		001 - 522 20 31 010 - Office Supplies				15.08	
		001 - 522 20 48 000 - Repairs/Maint-Equip				119.46	
		001 - 522 20 49 010 - Misc-Dues				55.00	
		001 - 522 21 31 010 - Office Supplies				509.33	
		001 - 522 45 49 010 - Tuition/Registration				525.00	
		001 - 522 50 48 030 - Repair/Maint-Station				73.72	
		001 - 524 20 31 000 - Off/Oper Supps & Books				5.43	
		001 - 524 20 31 000 - Off/Oper Supps & Books				24.12	
		001 - 524 20 31 000 - Off/Oper Supps & Books				7.59	
		001 - 524 20 31 000 - Off/Oper Supps & Books				14.24	
		001 - 524 20 31 000 - Off/Oper Supps & Books				-291.43	
		001 - 524 20 31 000 - Off/Oper Supps & Books				1,644.23	
		001 - 524 20 31 000 - Off/Oper Supps & Books				59.47	
		001 - 524 20 31 000 - Off/Oper Supps & Books				8.68	
		001 - 524 20 49 010 - Misc-Dues				45.00	
		401 - 535 50 48 010 - Maintenance Of Lines				278.82	
		401 - 535 50 48 020 - Maint Of Pumping Equip				278.82	
		401 - 535 80 31 010 - Operating Supplies				15.00	
		401 - 535 80 31 010 - Operating Supplies				17.20	
		401 - 535 80 31 010 - Operating Supplies				17.20	
		401 - 535 80 35 030 - Portable Equipment < \$5,000				12.74	
		412 - 537 80 31 000 - Operating Supplies				184.95	
		412 - 537 80 31 000 - Operating Supplies				39.90	
		412 - 537 80 35 000 - Small Tools & Minor Equip				220.23	
		412 - 537 80 35 000 - Small Tools & Minor Equip				358.38	
		103 - 542 30 31 000 - Operating Supplies				26.99	
		001 - 558 60 31 000 - Supplies/Books				5.42	
		001 - 558 60 31 000 - Supplies/Books				24.12	
		001 - 558 60 31 000 - Supplies/Books				7.60	
		001 - 558 60 31 000 - Supplies/Books				59.46	
		101 - 576 80 35 000 - Small Tools & Minor Equip				800.34	
		101 - 576 80 35 000 - Small Tools & Minor Equip				327.72	
		101 - 576 80 35 000 - Small Tools & Minor Equip				21.71	
		101 - 576 80 48 000 - Repairs/Maintenance				148.70	
		101 - 576 80 48 005 - Senior Center				629.92	
		101 - 576 80 48 020 - Resource Conservation				1,086.00	
		101 - 576 80 49 030 - Misc-Permits & Licenses				107.40	
		001 - 594 21 64 000 - Machinery & Equipment				154.11	

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			001 - 594 21 64 000 - Machinery & Equipment			181.98	
			001 - 594 21 64 000 - Machinery & Equipment			73.40	
			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			96.22	
			101 - 594 76 61 000 - Riverfront Park			48.20	
			001 - 595 10 31 000 - Supplies			5.43	
			001 - 595 10 31 000 - Supplies			24.11	
			001 - 595 10 31 000 - Supplies			7.60	
			001 - 595 10 31 000 - Supplies			59.47	
			001 - 595 10 31 000 - Supplies			140.92	
			001 - 595 10 41 010 - Advertising			50.00	
1731	02/22/2023	Claims	2	EFT	WA St Dept of Revenue	21,163.75	
			425 - 531 50 44 000 - Taxes & Assessments			1,328.02	
			401 - 535 80 44 010 - Taxes & Assessments			8,607.61	
			102 - 536 20 44 010 - Taxes And Assessments			50.32	
			106 - 536 30 44 010 - Taxes and Assessments			1.75	
			412 - 537 80 44 001 - Taxes & Assessments			11,078.71	
			101 - 576 80 44 010 - Taxes And Assessments			41.44	
			102 - 589 30 11 102 - DO NOT USE - Sales Tax Remitt			55.90	
1732	02/22/2023	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	896.92	
			001 - 512 50 42 020 - Telephone			53.82	
			001 - 513 10 42 020 - Telephone			80.72	
			001 - 514 23 42 020 - Telephone			80.72	
			001 - 515 31 42 001 - Telephone			35.88	
			001 - 518 80 42 020 - Telephone			26.91	
			001 - 521 20 42 020 - Telephone			269.07	
			001 - 522 20 42 020 - Telephone			98.66	
			001 - 524 20 42 020 - Telephone			26.91	
			401 - 535 80 42 020 - Telephone			71.75	
			412 - 537 80 42 020 - Telephone			35.88	
			103 - 542 30 42 020 - Telephone			8.97	
			001 - 558 60 42 020 - Telephone			26.91	
			101 - 576 80 42 020 - Telephone			17.94	
			001 - 595 10 42 020 - Telephone			62.78	
1733	02/22/2023	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	221.28	
			001 - 522 20 42 020 - Telephone			221.28	
1734	02/22/2023	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	70.25	
			101 - 576 80 47 010 - Community Center			70.25	
1735	02/22/2023	Claims	2	199320	A WorkSAFE Service, Inc.	60.00	
			412 - 537 80 41 000 - Professional Services			60.00	Drug test
1736	02/22/2023	Claims	2	199321	A-1 Mobile Lock & Key	2,066.65	
			412 - 537 80 31 000 - Operating Supplies			417.02	Locks
			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			1,649.63	
1737	02/22/2023	Claims	2	199322	A-1 Shredding	289.00	
			001 - 512 50 31 000 - Supplies			49.00	
			001 - 514 23 31 000 - Supplies			49.00	
			001 - 521 20 31 002 - Office/Operating Supplies			154.00	
			001 - 524 20 31 000 - Off/Oper Supps & Books			12.34	
			001 - 558 60 31 000 - Supplies/Books			12.33	
			001 - 595 10 31 000 - Supplies			12.33	
1738	02/22/2023	Claims	2	199323	Rick Severson, dba ATV Signs	260.64	
			102 - 536 20 48 030 - Repair/Maintenance-Land			260.64	
1739	02/22/2023	Claims	2	199324	AWC - Employee Benefit Trust	2,970.00	
			001 - 521 20 27 000 - Retired Medical			2,970.00	
1740	02/22/2023	Claims	2	199325	Amazon Capital Svcs, Inc	1,127.40	
			001 - 518 80 31 000 - Office/Operating Supplies			21.88	

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			001 - 518 80 31 000 - Office/Operating Supplies			15.75	
			001 - 521 20 26 000 - Uniforms/Accessories			56.42	
			001 - 521 20 31 002 - Office/Operating Supplies			86.96	
			001 - 521 20 31 002 - Office/Operating Supplies			78.95	
			001 - 521 20 31 002 - Office/Operating Supplies			201.15	
			001 - 521 20 31 002 - Office/Operating Supplies			-16.95	
			001 - 522 20 48 000 - Repairs/Maint-Equip			190.05	
			401 - 535 80 35 010 - Safety Equipment			184.61	K Wynn Boots
			401 - 535 80 35 010 - Safety Equipment			184.57	KWynn Boots-2.0
			001 - 594 18 64 001 - Network Hardware			99.90	
			001 - 594 18 64 001 - Network Hardware			69.48	
			001 - 594 18 64 001 - Network Hardware			26.04	
			001 - 594 18 64 001 - Network Hardware			32.35	
1741	02/22/2023	Claims	2	199326	Aramark Uniform & Career Apparel Group	56.00	
			401 - 535 80 49 000 - Laundry			14.20	
			401 - 535 80 49 000 - Laundry			14.20	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
1742	02/22/2023	Claims	2	199327	Beaver Lake Quarry	1,237.61	
			103 - 542 30 48 002 - Crushed Aggregate			1,237.61	
1743	02/22/2023	Claims	2	199328	Berg Vault Company	2,133.00	
			102 - 536 20 34 000 - Liners			2,133.00	
1744	02/22/2023	Claims	2	199329	Bio Bug Northwest, Inc	70.59	
			101 - 576 80 48 001 - Riverfront			70.59	
1745	02/22/2023	Claims	2	199330	Bonner Electrical Contracting LLC	24,123.94	Task Order Number 9
			001 - 518 80 41 000 - Professional Services			1,219.39	City Hall Courtroom TV Power
			101 - 576 80 48 026 - CS Library			364.08	Orig chk lost in mail -reissue from 12/14/22
			505 - 594 48 60 010 - Const - PW Building			2,113.79	Operations Building Air Compressor
			505 - 594 48 60 010 - Const - PW Building			20,426.68	City of Sedro Woolley Electrical Systems Installation Project
1746	02/22/2023	Claims	2	199331	Carl's Towing	1,171.79	
			001 - 521 20 41 001 - Professional Services			275.84	
			412 - 537 50 48 000 - Repairs/maint-equip			895.95	Unit 522
1747	02/22/2023	Claims	2	199332	Elia Carreon	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
1748	02/22/2023	Claims	2	199333	Central Welding Supply	314.26	
			001 - 522 21 31 000 - Operating Supplies - Medical			314.26	
1749	02/22/2023	Claims	2	199334	Cities Insurance Assoc	809.72	
			001 - 514 23 46 000 - Insurance & Bonds			809.72	
1750	02/22/2023	Claims	2	199335	Consolidated Electrical Dist., Inc.	807.87	
			103 - 542 30 31 000 - Operating Supplies			483.43	
			103 - 542 30 31 000 - Operating Supplies			291.88	
			101 - 576 80 48 006 - Memorial Park			32.56	
1751	02/22/2023	Claims	2	199336	Crawford Garage Doors Inc	3,100.53	
			001 - 522 50 48 020 - Repair/Maint-Garage			1,753.89	
			001 - 522 50 48 020 - Repair/Maint-Garage			1,346.64	

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1752	02/22/2023	Claims	2	199337	Dick's Towing	391.68	
					001 - 521 20 41 001 - Professional Services	391.68	
1753	02/22/2023	Claims	2	199338	E & E Lumber, Inc.	1,861.08	
					102 - 536 20 31 010 - Operating Supplies	7.04	
					103 - 542 30 31 000 - Operating Supplies	44.75	
					103 - 542 30 31 000 - Operating Supplies	13.82	
					103 - 542 30 31 000 - Operating Supplies	4.47	
					103 - 542 30 31 000 - Operating Supplies	8.01	
					103 - 542 30 31 000 - Operating Supplies	8.33	
					103 - 542 30 31 000 - Operating Supplies	91.96	
					101 - 576 80 31 001 - Operating Sup - Riverfront	196.54	
					101 - 576 80 31 001 - Operating Sup - Riverfront	840.08	
					101 - 576 80 48 006 - Memorial Park	9.37	
					101 - 576 80 48 007 - Bingham Park	27.10	
					101 - 576 80 48 009 - Hammer Square	119.67	
					101 - 576 80 48 019 - Skatepark	27.08	
					101 - 594 76 63 014 - Memorial Park	462.86	
1754	02/22/2023	Claims	2	199339	Edge Analytical Inc	643.88	
					401 - 535 80 41 000 - Professional Services	643.88	
1755	02/22/2023	Claims	2	199340	Fastenal Company	505.65	
					412 - 537 80 31 000 - Operating Supplies	70.38	
					412 - 537 80 31 000 - Operating Supplies	69.24	
					412 - 537 80 35 000 - Small Tools & Minor Equip	366.03	
1756	02/22/2023	Claims	2	199341	Ferguson US Holdings, Inc	715.68	
					101 - 576 80 48 001 - Riverfront	229.95	
					101 - 594 76 63 014 - Memorial Park	718.86	
					101 - 594 76 63 014 - Memorial Park	-233.13	
1757	02/22/2023	Claims	2	199342	Galls Parent Holdings, LLC	200.97	
					001 - 521 20 31 002 - Office/Operating Supplies	16.71	
					001 - 522 20 26 000 - Uniforms	184.26	
1758	02/22/2023	Claims	2	199343	Guardian Security Systems, Inc.	364.90	
					001 - 521 20 41 001 - Professional Services	30.41	
					001 - 522 50 49 050 - Fire/Theft Protection	43.44	
					401 - 535 80 31 010 - Operating Supplies	73.85	
					101 - 576 80 41 010 - Alarm Monitoring	217.20	
1759	02/22/2023	Claims	2	199344	Home Depot Credit Services	855.37	
					103 - 542 30 31 000 - Operating Supplies	129.22	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	45.59	
					101 - 576 80 35 000 - Small Tools & Minor Equip	73.80	
					101 - 576 80 35 000 - Small Tools & Minor Equip	82.36	
					101 - 576 80 35 000 - Small Tools & Minor Equip	71.64	
					101 - 594 76 61 000 - Riverfront Park	175.98	
					101 - 594 76 61 000 - Riverfront Park	276.78	
1760	02/22/2023	Claims	2	199345	Honey Bucket	152.68	
					101 - 576 80 47 090 - Portable Toilets	152.68	
1761	02/22/2023	Claims	2	199346	ICONIX Waterworks (US) Inc	2,577.60	
					401 - 535 50 48 010 - Maintenance Of Lines	2,067.32	
					101 - 576 80 48 006 - Memorial Park	510.28	
1762	02/22/2023	Claims	2	199347	Leo Jacobs	152.04	
					412 - 537 80 31 000 - Operating Supplies	152.04	
1763	02/22/2023	Claims	2	199348	Ronald John	2,041.20	
					001 - 521 20 27 000 - Retired Medical	2,041.20	
1764	02/22/2023	Claims	2	199349	Judd & Black Electric, Inc	516.10	

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			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			-162.90	
			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			679.00	
1765	02/22/2023	Claims	2	199350	KCDA Purchasing Cooperative	88,412.47	
			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			55,889.65	
			505 - 594 48 60 010 - Const - PW Building			32,522.82	
1766	02/22/2023	Claims	2	199351	Kua, Mina	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
1767	02/22/2023	Claims	2	199352	L N Curtis & Sons	1,419.74	
			001 - 521 20 26 000 - Uniforms/Accessories			1,419.74	
1768	02/22/2023	Claims	2	199353	The Language Exchange, Inc	771.00	
			001 - 512 50 41 040 - Language Interpreter			771.00	
1769	02/22/2023	Claims	2	199354	Lefebber Turf Farm LLC	113.98	
			102 - 536 20 48 030 - Repair/Maintenance-Land			113.98	
1770	02/22/2023	Claims	2	199355	Lenz Enterprises, Inc	440.83	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			440.83	
1771	02/22/2023	Claims	2	199356	Les Schwab Tire Center	4,663.82	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,738.33	
			001 - 521 20 48 010 - Repair & Maint - Auto			-3.00	
			412 - 537 50 48 000 - Repairs/maint-equip			2,928.49	Unit 521- tires
1772	02/22/2023	Claims	2	199357	Life Assist Inc.	414.52	
			001 - 522 21 31 000 - Operating Supplies - Medical			268.56	
			001 - 522 21 31 000 - Operating Supplies - Medical			145.96	
1773	02/22/2023	Claims	2	199358	Loggers & Contractors	41.03	
			103 - 542 30 31 000 - Operating Supplies			41.03	
1774	02/22/2023	Claims	2	199359	Mark Christ, Architect	33,610.19	
			101 - 576 80 41 000 - Professional Services			2,000.00	
			101 - 594 76 63 025 - Olmsted Park			31,610.19	
1775	02/22/2023	Claims	2	199360	McKesson Med-Surg Govt Solns	860.24	
			001 - 522 21 31 000 - Operating Supplies - Medical			860.24	
1776	02/22/2023	Claims	2	199361	McLoughlin & Eardley Corp	1,558.34	
			501 - 594 22 64 501 - Vehicles - Fire			86.34	
			501 - 594 22 64 501 - Vehicles - Fire			1,364.09	
			501 - 594 22 64 501 - Vehicles - Fire			107.91	
1777	02/22/2023	Claims	2	199362	Miles Sand & Gravel Co.	344.19	
			103 - 542 30 48 002 - Crushed Aggregate			344.19	
1778	02/22/2023	Claims	2	199363	Miller, Della M	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
1779	02/22/2023	Claims	2	199364	Mountain Law, PLLC	7,916.00	
			001 - 515 93 41 000 - Indigent Defender			7,916.00	
1780	02/22/2023	Claims	2	199365	Walter E Nelson Co. of N. WA	1,046.50	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			442.35	
			401 - 535 80 31 010 - Operating Supplies			604.15	
1781	02/22/2023	Claims	2	199366	North Hill Resources Inc	378.78	
			412 - 537 60 47 020 - Site Yard Waste Disposal			350.00	
			101 - 576 80 48 012 - Harry Osborne			28.78	
1782	02/22/2023	Claims	2	199367	Oliver-Hammer, Inc	1,033.46	
			412 - 537 80 31 000 - Operating Supplies			385.31	
			412 - 537 80 31 000 - Operating Supplies			168.31	
			412 - 537 80 31 000 - Operating Supplies			86.84	

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			412 - 537 80 31 000 - Operating Supplies			393.00	
1783	02/22/2023	Claims	2	199368	Pacific Landscape Architecture LLC	22,006.83	
			101 - 594 76 63 014 - Memorial Park			22,006.83	
1784	02/22/2023	Claims	2	199369	Pape' Group, dba Pape' Machinery Inc.	15,482.52	
			101 - 576 80 48 021 - Equipment			1,617.78	Unit 115
			101 - 576 80 48 021 - Equipment			13,864.74	Unit 133
1785	02/22/2023	Claims	2	199370	Parker Corporate Svcs, Inc.	79.00	
			101 - 576 80 49 030 - Misc-Permits & Licenses			79.00	
1786	02/22/2023	Claims	2	199371	Pet Emergency Center	134.98	
			001 - 521 20 41 020 - Veterinary Services			134.98	
1787	02/22/2023	Claims	2	199372	Red's Mobile 24-Hour Truck & Equip Repai	2,587.52	
			425 - 531 50 48 000 - Repairs/Maintenance			647.86	Unit 604
			412 - 537 50 48 000 - Repairs/maint-equip			1,620.38	Unit 524
			412 - 537 50 48 000 - Repairs/maint-equip			319.28	Unit520
1788	02/22/2023	Claims	2	199373	Reichhardt & Ebe	6,450.00	
			104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle			6,450.00	
1789	02/22/2023	Claims	2	199374	Ricoh USA, Inc	9,655.92	
			001 - 514 23 45 000 - Operating Rentals/Leases			73.79	
			001 - 518 80 49 000 - Software Maint & Support			5,907.84	
			001 - 518 80 49 000 - Software Maint & Support			3,512.12	
			001 - 524 20 31 000 - Off/Oper Supps & Books			54.06	
			001 - 558 60 31 000 - Supplies/Books			54.05	
			001 - 595 10 31 000 - Supplies			54.06	
1790	02/22/2023	Claims	2	199375	Sedgwick Claims	2,483.23	
			001 - 511 60 21 001 - Industrial Insurance			2.10	
			001 - 512 50 21 001 - Industrial Insurance			3.83	
			001 - 513 10 21 001 - Industrial Insurance			5.75	
			001 - 514 23 21 001 - Industrial Insurance			21.62	
			001 - 518 80 21 001 - Industrial Insurance			7.66	
			001 - 521 10 21 001 - Industrial Insurance			55.69	
			001 - 521 20 21 001 - Industrial Insurance			901.94	
			001 - 522 20 21 001 - Industrial Insurance			69.12	
			001 - 522 21 21 001 - Industrial Insurance			554.84	
			001 - 522 22 21 001 - Industrial Insurance			207.35	
			001 - 524 20 21 001 - Industrial Insurance			27.01	
			425 - 531 50 21 001 - Industrial Insurance			64.01	
			401 - 535 80 21 001 - Industrial Insurance			151.76	
			102 - 536 20 21 001 - Industrial Insurance			21.12	
			412 - 537 80 21 001 - Industrial Insurance			150.24	
			103 - 542 30 21 001 - Industrial Insurance			61.19	
			501 - 548 30 21 001 - Industrial Insurance			31.85	
			001 - 558 60 21 001 - Industrial Insurance			6.63	
			101 - 576 80 21 001 - Industrial Insurance			96.32	
			001 - 595 10 21 001 - Industrial Insurance			43.20	
1791	02/22/2023	Claims	2	199376	Sedro-Woolley Auto Parts Inc	553.44	
			001 - 521 20 31 002 - Office/Operating Supplies			10.81	
			412 - 537 50 48 000 - Repairs/maint-equip			371.44	Unit 520
			412 - 537 80 31 000 - Operating Supplies			47.95	
			412 - 537 80 31 000 - Operating Supplies			23.05	
			412 - 537 80 31 000 - Operating Supplies			19.50	
			103 - 542 30 31 000 - Operating Supplies			15.18	
			103 - 542 30 48 010 - Repair/Maintenance Equip			25.57	Unit 322

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			103 - 542 30 48 010		Repair/Maintenance-Equip	29.94	Unit 322
1792	02/22/2023	Claims	2	199377	Sedro-Woolley Farmers Mkt	2,500.00	
			108 - 557 30 41 014		S-W Farmers Market	2,500.00	
1793	02/22/2023	Claims	2	199378	Skagit 911	1,124.58	
			001 - 522 20 41 020		Central Dispatch	1,124.58	
1794	02/22/2023	Claims	2	199379	Skagit Cnty Information Svcs	4,701.17	
			001 - 521 20 41 050		Spillman System	4,701.17	
1795	02/22/2023	Claims	2	199380	Skagit Cnty Public Health	895.34	
			001 - 566 00 41 000		Skagit Co Public Health-2% Liq	895.34	
1796	02/22/2023	Claims	2	199381	Skagit Cnty Public Works	67,238.74	
			425 - 531 50 41 005		Vector Waste Disposal	4,661.83	
			412 - 537 60 47 000		Solid Waste Disposal	62,576.91	
1797	02/22/2023	Claims	2	199382	Skagit Conservation District	853.88	
			425 - 531 50 41 002		Contracted Services	853.88	
1798	02/22/2023	Claims	2	199383	Skagit Council Of Governments	1,748.72	
			001 - 558 60 41 050		SCOG	1,748.72	
1799	02/22/2023	Claims	2	199384	Skagit Farmers Supply	559.28	
			001 - 521 20 31 002		Office/Operating Supplies	26.04	
			401 - 535 80 31 010		Operating Supplies	21.65	
			401 - 535 80 35 030		Portable Equipment < \$5,000	69.95	
			102 - 536 20 35 000		Small Tools/Minor Equip	220.44	
			412 - 537 80 31 000		Operating Supplies	21.67	
			412 - 537 80 31 000		Operating Supplies	49.91	
			412 - 537 80 31 000		Operating Supplies	37.75	
			101 - 576 80 31 001		Operating Sup - Riverfront	40.69	
			101 - 576 80 48 006		Memorial Park	71.18	
1800	02/22/2023	Claims	2	199385	PNG Media LLC, dba Skagit Publishing	2,015.90	
			401 - 535 80 41 030		Legal Publications	375.00	
			001 - 558 60 41 010		Advertising	166.78	
			001 - 558 60 41 011		Advertising Reimbuseable	145.26	
			001 - 558 60 41 011		Advertising Reimbuseable	322.80	
			101 - 594 76 63 025		Olmsted Park	274.38	
			101 - 594 76 63 025		Olmsted Park	258.24	
			104 - 595 10 63 077		Eng-SR20 Cascade Trail Phase 2	473.44	
1801	02/22/2023	Claims	2	199386	Smarsh Inc.	44.92	
			001 - 518 80 41 000		Professional Services	44.92	
1802	02/22/2023	Claims	2	199387	Staples, Inc.	842.41	
			401 - 535 80 31 000		Office Supplies	49.22	
			401 - 535 80 31 000		Office Supplies	86.86	
			505 - 594 35 60 010		Const - WWTP Lab/Ops Bldg	706.33	
1803	02/22/2023	Claims	2	199388	State Auditor's Office	4,163.25	
			001 - 514 23 41 000		State Auditing	4,163.25	
1804	02/22/2023	Claims	2	199389	Stiles & Lehr Law Inc., PS	3,996.00	
			001 - 512 50 41 010		Municipal Court Judge	3,996.00	
1805	02/22/2023	Claims	2	199390	Systems Design West, LLC	3,165.82	
			001 - 522 21 41 000		EMS Professional Services-Sys I	3,165.82	
1806	02/22/2023	Claims	2	199391	Thompson, Guildner & Assoc, Inc P.S.	16,279.18	
			001 - 515 41 41 000		Ext Legal-City Attorney	14,536.35	
			001 - 515 45 41 000		Legal City Attorney Packet- February 22nd, 2023	1,742.83	

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1807	02/22/2023	Claims	2	199392	Uline, Inc.	977.58	
		103 - 542 30 31 000 - Operating Supplies				447.81	
		101 - 576 80 48 001 - Riverfront				60.75	
		101 - 576 80 48 007 - Bingham Park				469.02	
1808	02/22/2023	Claims	2	199393	UniFirst Corp.	767.00	
		001 - 522 20 26 000 - Uniforms				380.64	
		001 - 522 20 26 000 - Uniforms				386.36	
1809	02/22/2023	Claims	2	199394	Util Underground Loc Ctr	143.22	
		401 - 535 80 31 010 - Operating Supplies				143.22	
1810	02/22/2023	Claims	2	199395	Valvoline Instnt Oil Chg	53.74	
		001 - 521 20 48 010 - Repair & Maint - Auto				53.74	Veh 276 Bass
1811	02/22/2023	Claims	2	199396	WA Assoc Of Sheriffs &	75.00	
		001 - 521 20 49 010 - Dues/Subscriptions				75.00	
1812	02/22/2023	Claims	2	199397	WA St Off of Treasurer	3,053.14	
		635 - 586 30 00 635 - State Court Fees Remittance				3,053.14	
1813	02/22/2023	Claims	2	199398	WA St Patrol	79.50	
		001 - 521 20 41 040 - Intergov Svc-Gun Permits				79.50	
1814	02/22/2023	Claims	2	199399	Carrie Weyand	102.00	
		401 - 535 80 49 010 - Misc-Dues/Subscriptions				102.00	
1815	02/22/2023	Claims	2	199400	Woods Acquisition Corp	7.15	
		001 - 522 20 48 000 - Repairs/Maint-Equip				7.15	
1816	02/22/2023	Claims	2	199401	World Kinect Energy Services, dba	10,190.61	
		001 - 521 20 32 000 - Auto Fuel				3,454.72	
		001 - 522 20 32 000 - Auto Fuel/Diesel				1,844.96	
		425 - 531 50 32 000 - Vehicle Fuel				88.97	
		425 - 531 50 32 000 - Vehicle Fuel				102.94	
		401 - 535 80 32 000 - Auto Fuel/Diesel				164.23	
		412 - 537 80 32 000 - Auto Fuel/Diesel				821.81	
		412 - 537 80 32 000 - Auto Fuel/Diesel				315.65	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,080.88	
		412 - 537 80 32 000 - Auto Fuel/Diesel				114.24	514
		103 - 542 30 32 000 - Auto Fuel/Diesel				501.69	
		103 - 542 30 32 000 - Auto Fuel/Diesel				150.30	
		103 - 542 30 32 000 - Auto Fuel/Diesel				260.39	
		101 - 576 80 32 000 - Auto Fuel/Diesel				289.83	
		001 Current Expense Fund				93,707.35	
		101 Parks & Facilities Fund				86,079.73	
		102 Cemetery Fund				3,292.29	
		103 Street Fund				4,710.87	
		104 Arterial Street Fund				6,923.44	
		106 Cemetery Endowment Fund				1.75	
		108 Lodging Tax Fund				2,500.00	
		401 Sewer Operations Fund				15,876.37	
		412 Solid Waste Operations Fund				88,071.91	
		425 Stormwater Operations				7,781.64	
		501 Equipment Replacement Fund				1,590.19	
		505 Public Works Facility Fund				113,921.22	
		635 Custodial Fund				3,053.14	
						427,509.90	Claims: 427,509.90

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City Of Sedro-Woolley

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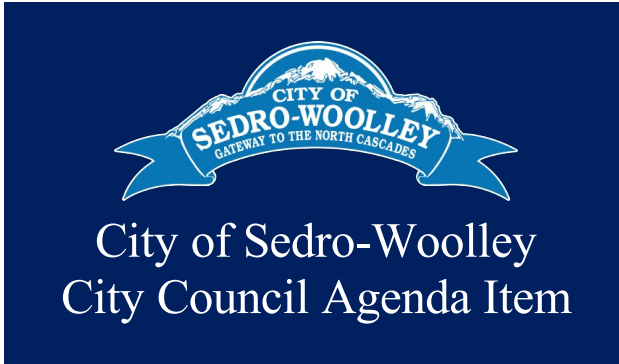
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment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

_____ Finance Director	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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Agenda
Item No.

Date: February 22, 2023

Subject: 2023 Out of State Travel Request

FROM:

Leo Jacobs, Solid Waste Supervisor

RECOMMENDED ACTION:

Move to authorize Solid Waste Supervisor Leo Jacobs to travel out of state for the 2023 Waste Expo conference in New Orleans, LA from May 1-4, 2023.

ISSUE:

Should council authorize Solid Waste Supervisor Leo Jacobs to travel out of state for the 2023 Waste Expo conference in New Orleans, LA from May 1-4, 2023?

BACKGROUND/SUMMARY INFORMATION:

I would like to attend the Waste Expo in New Orleans Louisiana May 1–4, 2023 this is where all the industry leaders including municipalities, go to see the latest trends and issues facing the garbage and recycling industry. Last year we saw the very early stages of national change in the recycling industry. Now that we are in the new normal regarding recycling, I need to keep a pulse on what the future holds for The City and our recycling programs, including the new organics bill that just passed in Washington state. This year I want to see where we are now as a recycling industry, particularly our region and what other jurisdictions are planning for the future of recycling, below is of particular interest to me this year.

- Hauler Roundtable: Operational Challenges and Opportunities
- Innovations in Organics Collection and Processing; Establishing a Multisector Composting Community
- Adding Value, Recycling Right: Digital Tools for Community Engagement
- Business Insights & Policy
- Educating Lawmakers - Laying Out the Real Deal

Also, at this conference I would like to see what my industry peers are saying and are planning to do about the comingled recycling issues we are still facing, including plastics and glass. This will also give me some insight on what to expect in way of new equipment coming in the exhibition hall. We have natural gas, and electric trucks coming into the marketplace and would like to see them.

FISCAL IMPACT, IF APPROPRIATE:

The 2023 budget Account 412 Meals and travel Budget includes monies for this trip and the rest can come from operating supplies.

\$767.00 for plane fare

\$175.00 for entry fee 3 days

\$1020.00 for hotel 4 nights

\$60.00 transportation to and from airport, parking

\$135.00 for meals

\$2,157.00 Total plus tax

ATTACHMENTS:



Agenda Item No.	
Date:	February 22, 2023
Subject:	Approval of Purchase Order 2023-PO-06 Pape Machinery Inc JD 4066R Tractor

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign and issue Purchase Order 2023-PO-06 to Deere & Company in c/o Pape Machinery Inc. of Mount Vernon, WA in the amount of \$56,836.54 including sales tax.

Declare Unit 204, a 1989 John Deere 870 Tractor with Loader surplus and authorize sale at auction to the highest bidder with the proceeds to be applied to Fund 501 ERR.

ISSUE:

Should Council authorize Public Works Director Mark Freiburger to sign and issue Purchase Order 2023-PO-06 to Deere & Company in c/o Pape Machinery, Inc. of Mount Vernon, WA in the amount of \$56,836.54 including sales tax?

Should Council declare Unit 204, a 1989 John Deere 870 Tractor with Loader surplus and authorize sale at auction to the highest bidder with the proceeds to be applied to Fund 501 ERR?

BACKGROUND/SUMMARY INFORMATION:

The 2023 Equipment Repair and Replacement program includes replacement of Unit 133, a 2008 John Deere JD 4720 Utility Tractor with Loader, which has reached its 15 year replacement life. The ERR budgets \$51,100 for this purchase.

Pape Machinery, Inc. of Mount Vernon is the State Purchasing Contractor for this equipment. Pape's quote ID 27886657 is attached to this memorandum, quoting the replacement John Deere 4066R Compact Utility Tractor at \$56,836.54 including sales tax.

Unit 133 remains in decent condition. Staff proposes to swap Unit 133 for Cemetery Unit 204, a 1989 John Deere 870 Utility Tractor with Loader, which is well beyond its useful life, but not on the ERR for replacement until 2029. This will save money down the line as we will continue to use Unit 133 for at least 10 years.

FISCAL IMPACT, IF APPROPRIATE:

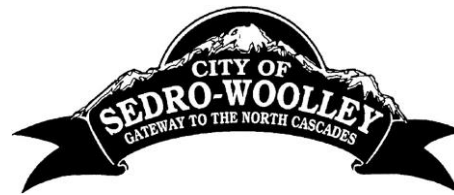
The cost for the replacement unit is \$5,836.54 above the budgeted amount. We do expect that the surplus value of the Unit 204 will make up the difference.

ATTACHMENTS:

1. Purchase Order 2023-PO-06 Deer & Company
2. Pape Machinery Inc Quote ID 27886657

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0707



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

P.O. NUMBER: 2023-PO-06

VENDOR:

Deere & Company
2000 John Deere Run
Cary, NC 27513

SHIP TO:

Leo Jacobs
City of Sedro-Woolley
315 Sterling Street
Sedro-Woolley, WA 98284
Tel: (360) 855-1884
Cel: (360) 855-5499

PURCHASE ORDER

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
02/23/2023	Leo Jacobs			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	John Deere 4066R Compact Utility Tractor (52 PTO hp) per Pape Machinery Inc. Quote ID: 27886657, Dated December 6, 2022 (Attached for Reference) WA State DES Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Delivery Dealer: Earl Leclair Pape Machinery Inc. 4220 Old Highway 99 So Mount Vernon, WA 98273	\$62,677.45	\$62,677.45
			SUBTOTAL	\$62,677.45
			DISCOUNT	\$10,341.77
			SUBTOTAL	\$52,335.67
			SHIPPING & HANDLING	INC
			.086 SALES TAX	\$4,500.87
			OTHER	N/A
			TOTAL	\$56,836.54

1. Please send two copies of your invoice. 594.76.64.000.501 Equipment & Vehicles - Parks
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: AP@sedro-woolley.gov

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Earl Leclair**

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273

Tel: 360-424-7995

Fax: 360-424-0403

Email: eleclair@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 27886657

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Prepared For:

CITY OF SEDRO WOOLLEY FLEET

Proposal For:

Delivering Dealer:

Earl Leclair

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273

agmtvernon@papemachinery.com

Quote Prepared By:

Earl Leclair
eleclair@papemachinery.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Quote Summary

Prepared For:

CITY OF SEDRO WOOLLEY FLEET
315 STERLING ST
SEDRO WOOLLEY, WA 98284
Business: 360-855-1884

Delivering Dealer:
Pape Machinery, Inc.

Earl Leclair
4220 Old Highway 99 So
Mount Vernon, WA 98273
Phone: 360-424-7995
eleclair@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 27886657
Created On: 06 December 2022
Last Modified On: 09 February 2023
Expiration Date: 06 March 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: August 1, 2022	\$ 52,335.67 X	1 =	\$ 52,335.67
Equipment Total			\$ 52,335.67

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 52,335.67
Trade In	
SubTotal	\$ 52,335.67
Sales Tax - (8.60%)	\$ 4,500.87
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 56,836.54
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 56,836.54

Selling Equipment

Quote Id: 27886657 **Customer Name:** CITY OF SEDRO WOOLLEY FLEET

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price *

Price Effective Date: August 1, 2022

\$ 52,335.67

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0389LV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 49,512.00	16.50	\$ 8,169.48	\$ 41,342.52	\$ 41,342.52
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
2060	Deluxe Cab with Air Ride Seat	1	\$ 11,513.00	16.50	\$ 1,899.65	\$ 9,613.35	\$ 9,613.35
2660	Factory Installed Stereo	1	\$ 592.00	16.50	\$ 97.68	\$ 494.32	\$ 494.32
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
5243	44x18-20 (4PR, R3 Turf, 1 Position)	1	\$ -577.00	16.50	\$ -95.21	\$ -481.79	\$ -481.79
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	1	\$ 0.00	16.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 11,528.00		\$ 1,902.12	\$ 9,625.88	\$ 9,625.88
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	5	\$ 73.83	16.50	\$ 12.18	\$ 308.25	\$ 308.25
LVB25705	Front Quik-Tatch™ Weight Kit	1	\$ 52.80	16.50	\$ 8.71	\$ 44.09	\$ 44.09
BLV10045	4th and 5th Selective Control Valve Kit (Cab Only)	1	\$ 1,215.50	16.50	\$ 200.56	\$ 1,014.94	\$ 1,014.94
Dealer Attachments Total			\$ 1,637.45		\$ 270.17	\$ 1,367.28	\$ 1,367.28
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 27886657 **Customer Name:** CITY OF SEDRO WOOLLEY FLEET

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Total Selling Price	\$ 62,677.45	\$ 10,341.77	\$ 52,335.68	\$ 52,335.68
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JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

☐ **Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Agenda Item No.	
Date:	February 22, 2023
Subject:	Approval of Purchase Order 2023-PO-07 Pape Machinery - Frontier Rear Discharge Mower

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign and issue Purchase Order No. 2023-PO-06 to Deere & Company in c/o Pape Machinery, Inc. of Mount Vernon, WA for a Frontier FM1015R Rear Discharge Mower in the amount of \$25,716.22 including sales tax.

ISSUE:

Should Council authorize Public Works Director Mark Freiburger to sign and issue Purchase Order No. 2023-PO-06 to Deere & Company in c/o Pape Machinery, Inc. of Mount Vernon, WA for a Frontier FM1015R Rear Discharge Mower in the amount of \$25,716.22 including sales tax?

BACKGROUND/SUMMARY INFORMATION:

The 2023 Equipment Repair and Replacement Fund includes replacement of Unit 120, a 2008 Land Pride 16'8" All Flex Mower budgeted at \$24,800. Pape Machinery, Inc. of Mount Vernon is the State Purchasing Contract provider for this equipment. Pape has provided their Quote ID 27898423 for the replacement unit, a Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar, at a cost of \$25,716.22 including sales tax. The existing unit will be removed from the ERR for replacement purposes but retained for use as a backup and to allow for added park areas from the addition of Olmsted.

FISCAL IMPACT, IF APPROPRIATE:

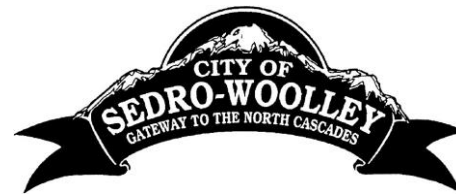
The quoted unit exceeds the budget amount by \$916.22. The overall ERR fund balance is sufficient to cover the difference.

ATTACHMENTS:

1. Purchase Order 2023-PO-07 Deer & Company
2. Pape Machinery Inc. Quote ID 27898423 FM1015R Rear Discharge Flex-Wing Mower

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0707



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

P.O. NUMBER: 2023-PO-07

VENDOR:

Deere & Company
2000 John Deere Run
Cary, NC 27513

SHIP TO:

Leo Jacobs
City of Sedro-Woolley
315 Sterling Street
Sedro-Woolley, WA 98284
Tel: (360) 855-1884
Cel: (360) 855-5499

PURCHASE ORDER

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
02/23/2023	Leo Jacobs			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar per Pape Machinery Inc. Quote ID: 27898423, Dated December 8, 2022 (Attached for Reference) WA State DES Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Delivery Dealer: Earl Leclair Pape Machinery Inc. 4220 Old Highway 99 So Mount Vernon, WA 98273	\$28,359.00	\$28,359.00
			SUBTOTAL	\$28,359.00
			DISCOUNT	\$4,679.24
			SUBTOTAL	\$23,679.76
			SHIPPING & HANDLING	INC
			.086 SALES TAX	\$2,036.46
			OTHER	N/A
			TOTAL	\$25,716.22

1. Please send two copies of your invoice. 594.76.64.000.501 Equipment & Vehicles - Parks
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: AP@sedro-woolley.gov

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Earl Leclair**

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273

Tel: 360-424-7995

Fax: 360-424-0403

Email: eleclair@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 27898423

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Prepared For:

CITY OF SEDRO WOOLLEY FLEET

Proposal For:

Delivering Dealer:

Earl Leclair

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273

agmtvernon@papemachinery.com

Quote Prepared By:

Earl Leclair
eleclair@papemachinery.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Quote Summary

Prepared For:

CITY OF SEDRO WOOLLEY FLEET
315 STERLING ST
SEDRO WOOLLEY, WA 98284
Business: 360-855-1884

Delivering Dealer:
Pape Machinery, Inc.

Earl Leclair
4220 Old Highway 99 So
Mount Vernon, WA 98273
Phone: 360-424-7995
eleclair@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 27898423
Created On: 08 December 2022
Last Modified On: 09 February 2023
Expiration Date: 06 March 2023

Equipment Summary	Selling Price	Qty	Extended
Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: August 1, 2022	\$ 23,679.76	X 1 =	\$ 23,679.76
Equipment Total			\$ 23,679.76

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,679.76
Trade In	
SubTotal	\$ 23,679.76
Sales Tax - (8.60%)	\$ 2,036.46
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 25,716.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 25,716.22

Selling Equipment

Quote Id: 27898423 **Customer Name:** CITY OF SEDRO WOOLLEY FLEET

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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Pape Machinery, Inc.
4220 Old Highway 99 So
Mount Vernon, WA 98273
360-424-7995
agmtvernon@papemachinery.com

Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price *

Price Effective Date: August 1, 2022

\$ 23,679.76

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0422XF	FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar	1	\$ 28,359.00	16.50	\$ 4,679.24	\$ 23,679.76	\$ 23,679.76
Total Selling Price			\$ 28,359.00		\$ 4,679.24	\$ 23,679.76	\$ 23,679.76



JDLink Account Setup Form

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CSA

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Company/Customer Name

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Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

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10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

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<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Agenda
Item No.

Date: February 22, 2023

Subject: Amendment to YMCA Agreement

FROM:

Charlie Bush, City Administrator

RECOMMENDED ACTION:

Staff recommends approval of the amendment to the May 6, 2022 YMCA agreement.

ISSUE:

Should the City Council authorize an amendment to the May 6, 2022 YMCA Agreement for use of the old library?

BACKGROUND/SUMMARY INFORMATION:

Section 8(c) of the existing Agreement states that certain systems are approaching the end of their useful life and will need replacing. The Agreement further states that the Parties will negotiate an equitable cost split for systems that need to be replaced. This item is an amendment to Section 8 (c) of the Agreement to develop a cost sharing formula for replacement of existing internal systems in the building as follows.

	City Percentage (%)	YMCA Percentage (%)
Years 1-3 (2022-2024)	75	25
Years 4-6 (2025-2027)	50	50
Years 7-9 (2028-2030)	25	75
Years 10+	0	100

Once an item is replaced, it becomes 100 percent the responsibility of YMCA moving forward. Systems covered include the hot water heater, HVAC, fire, and security systems.

FISCAL IMPACT, IF APPROPRIATE:

The fiscal impact will depend upon the system being replaced and when it is being replaced. The hot water heater recently was deemed in need of replacement and staff anticipate the cost impact to the City under this agreement to be approximately \$5,000, of which about \$2,000 is budgeted and the rest can be absorbed within the overall budget.

ATTACHMENTS:

1. Amendment 1
2. May 2022 YMCA Agreement

**AMENDMENT 1 TO THE LEASE AGREEMENT ENTERED INTO BY THE CITY OF
SEDRO-WOOLLEY AND SKAGIT VALLEY FAMILY YMCA DATED MAY 6, 2022
RELATING TO REPLACEMENT OF MAJOR INTERNAL SYSTEMS**

WHEREAS, Section 8(c) of the existing Agreement states that certain systems are approaching the end of their useful life and will need replacing; and

WHEREAS, the Agreement further states that the Parties will negotiate an equitable cost split for systems that need to be replaced.

NOW THEREFORE, Section 8 (c) of the Agreement is hereby amended to include the following:

Cost sharing for the replacement of major internal systems within the building will be handled using the following formula.

	City Percentage (%)	YMCA Percentage (%)
Years 1-3 (2022-2024)	75	25
Years 4-6 (2025-2027)	50	50
Years 7-9 (2028-2030)	25	75
Years 10+	0	100

The cost sharing agreement covers the hot water heater, HVAC, fire, and security systems. If an item is replaced during this contract, responsibility for future replacement becomes 100 percent (100%) the responsibility of YMCA.

This amendment is retroactive to the beginning of the original contract.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the ____ day of February, 2023.

CITY OF SEDRO-WOOLLEY, Landlord
Tenant

SKAGIT VALLEY FAMILY YMCA,

By _____
JULIA JOHNSON, Mayor

By _____
DEAN SNIDER
Executive Director

Attest:

By _____
KELLY KOHNKEN, City Clerk

Approved as to form:

Approved as to form:

By _____
NIKKI THOMPSON, City Attorney

By _____
Skagit Valley Family YMCA Attorney

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JULIA JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the City of Sedro-Woolley to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of February, 2023.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **DEAN SNIDER** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Executive Director of the SKAGIT VALLEY FAMILY YMCA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of February, 2023.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

LEASE AGREEMENT CITY OF SEDRO-WOOLLEY – SKAGIT VALLEY FAMILY YMCA

The parties hereto are the CITY OF SEDRO-WOOLLEY, a municipal corporation of the State of Washington ("Landlord" or "City"), and SKAGIT VALLEY FAMILY YMCA, a Washington public benefit corporation ("Tenant").

I - RECITALS

WHEREAS, the Tenant is a charitable corporation whose corporate purpose is to foster and sponsor recreational, cultural, athletic and educational programs and activities for the use of the community's families and youth; and

WHEREAS, the City Council of the City of Sedro-Woolley has determined that the corporate purpose and activities sponsored by Tenant serve the public interest and the needs of the citizens of the City and provide public benefit to the City of Sedro-Woolley and its citizens; and

WHEREAS, the City has a vacant former library building located at 802 Ball Street in Sedro-Woolley; and

WHEREAS, Tenant desires to bring youth center programming to Sedro-Woolley as described in Exhibit B, making use of the 802 Ball Street building;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

II - CONSTRUCTION

1. The Tenant shall not commence any construction on the Premises without written consent of the Landlord. Construction is defined as the act of building by combining or arranging parts or elements. Painting, wall hangings, installation of Wifi equipment and other non-intrusive cosmetic and operational improvements are not defined as construction. Consent of Landlord and the preparation of any lease arrangements and terms for any new construction will be at the sole discretion of the Landlord.

III – LEASE OCCUPANCY

1. LEASE AND DESCRIPTION. Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Sedro-Woolley, County of Skagit, State of Washington, legally described in Exhibit A, hereinafter referred to as the "Premises."

In addition to the Premises, Tenant shall have the nonexclusive use, jointly with the public and the Sedro-Woolley Community Center and Sedro-Woolley Senior Center, of the developed parking areas adjacent to the Premises (hereinafter "parking areas"), subject to any rules imposed by the City. Approximately 50 parking spaces are available in these areas.

2. BUSINESS PURPOSE. The Premises are to be used primarily for the purpose of a community youth center and for such other and further purposes as are consistent with use of the facility as a family-oriented recreational cultural center.

3. USE. The Tenant shall conduct and carry on only the business for which the Premises are leased. The Tenant shall at all times keep and use the Premises in accordance with the laws of the State of Washington and ordinances of the City of Sedro-Woolley and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.

The Tenant has priority use of the facility and agrees to permit access to the Premises for purposes and uses that are consistent with the intended use of the Premises as stated herein. Although the Tenant shall provide a full program of youth and family-oriented activities, the Tenant shall set aside the time while school is in session and during school summer vacation for complimentary uses. Further, the Tenant shall only accommodate complimentary uses to its primary use during this time.

The Tenant shall be responsible for scheduling such other uses. The Tenant shall be responsible for ensuring that any use of the Premises is consistent with the intended purposes and uses of the Premises as stated herein and that such other users are properly insured as stated in sections 13 and 14. Tenant may charge a reasonable rent to another user to offset the costs of janitorial service and utilities for such use. Rents collected in excess of those necessary to offset administrative, janitorial, and utility costs shall be forwarded to the Landlord.

At Landlord's request, the Tenant shall submit an annual report to the Landlord of the schedule of programming by the Tenant and of the schedule of other uses. The Landlord shall assume the responsibility for the scheduling of the use of the Premises if the Tenant fails to provide adequate access of the Premises to other potential uses.

Failure to provide adequate youth programming, to provide adequate access to other compatible users or to meet any of the use requirements stated herein constitutes a default of the lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days after the date of the notification. Failure to correct such conditions shall constitute grounds for termination of this lease.

4. TERM. The term of this lease shall run from the date hereof until midnight on December 31, 2027. Tenant shall have the option of renewing this lease for a 5-year period. Such renewal is conditioned upon the approval of the Landlord based on the Tenant's full adherence to all terms of this lease. After the initial five years, the lease will automatically renew for terms of three years under the same conditions unless either party provides notification in writing more than three months prior to the end of lease. This notification requirement applies to both the initial five-year term and the subsequent three year terms. Outside of these periods, either party may terminate the lease with notice of 3 months or more. In the case of an unplanned emergency, the lease may be terminated through written mutual agreement between the parties. With such an action, the Tenant agrees to complete the current billing cycle for each of the utilities serving the facility.

5. RENTAL FEE. In consideration of and in exchange for the contribution of Tenant's programs, services, and the maintenance and operation of the buildings located on the Premises, the rental amount shall be ONE DOLLAR (\$1.00) to be paid in advance for the entire initial term of this lease.

6. UTILITIES. The Tenant shall pay for all utilities, including, but not limited to, power, heat, gas, telephone, internet, cable, and City utilities.

7. ACCESS. The Tenant will allow the Landlord or the Landlord's agents free access to the Premises at all reasonable times during normal business hours and upon at least twenty-four (24) hours' notice for the purpose of inspection. Nothing herein shall be construed as in any way limiting the authority of the Landlord's building official under existing law.

8. CARE OF PREMISES AND MAINTENANCE.

- (a) Tenant shall at all times keep the Premises neat, clean and, in a sanitary condition and shall at all times preserve said Premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty, at Tenant's sole expense.
- (b) Tenant will commit or permit no waste, damage or injury to the Premises. This includes, but is not limited to keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged and the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said Premises. All such maintenance and repairs shall be at the sole expense of the Tenant.
- (c) All operating costs and costs of maintenance, repair and replacement of interior fixtures and equipment shall be borne by the Tenant, at Tenant's sole expense, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems, electrical and plumbing systems and fixtures, interior walls, ceilings, floors and interior fixtures, and the replacement of any glass and windows and doors as may become

cracked or broken. Given that some of the internal systems may be nearing replacement age, the Landlord and Tenant agree to negotiate an amendment to this agreement to determine an equitable cost split for the replacement of systems nearing the end of their life. Once a system has been replaced, it will then be the responsibility of the Tenant for maintenance and replacement as long as this agreement is in effect. Any vandalism that may occur would be the responsibility of the Tenant inside the building and the Landlord outside of the building. Each Party's respective insurance may be involved, as needed.

- (d) Landlord shall be responsible for maintenance and repair of the foundation, exterior walls, roof and structural components of the building. The Landlord's Parks Maintenance Department shall maintain the grounds and parking areas, including snow removal services consistent with those provided to the Community Center and Senior Center. Tenant shall advise Landlord of the need for maintenance. However, the Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.
- (e) To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in-kind services for purposes of this section.

9. STORAGE OF MATERIALS, SUPPLIES, ETC. The Tenant covenants not to store or deposit materials, supplies or other objects on the exterior of the leased Premises without the permission of the Landlord and then only by the erection of a sight-obscuring fence or hedge which is acceptable to the Landlord. Failure of Tenant to fully carry out this agreement shall be a breach of covenant of this lease.

10. HAZARDOUS WASTES. The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the Premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. Tenant shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

11. VACATING THE PREMISES. Tenant agrees that at the expiration or sooner termination of this lease the Tenant will quit and surrender the Premises without notice and in a neat and clean condition and will deliver to the Landlord all keys to the Premises. At the expiration or termination of this lease the Landlord will work in good faith with the Tenant to secure a location at which programs for youth can be provided.

12. INDEMNITY. All personal property on the Premises or in the parking areas shall be at the risk of Tenant. Landlord shall not be liable for any damage, either to person or

property, sustained by Tenant or others, caused by any defects now in the Premises or hereafter occurring therein, or due to the condition of any buildings now existing or hereafter erected on the Premises or as additions to any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of Tenant, or Tenants contractors, agents, officers, employees, guests or invitees, or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about the Premises. Tenant covenants to protect, save and indemnify Landlord, its officers, elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant or Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the Premises or parking areas or the use thereof or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives. Landlord covenants to protect, save and indemnify Tenant, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit. Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice. Tenant shall provide Landlord with a copy of any termination notice received from its insurer when three (3) business days after receipt.

14. FIRE INSURANCE. The Tenant shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the Premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value as mutually agreed upon by Tenant and Landlord. The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term

hereof. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. Tenant shall provide Landlord with a copy of any termination notice received from its insurer when three (3) business days after receipt.

15. LIENS AND INSOLVENCY. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

16. ASSIGNMENT AND SUBLETTING. Except as provided in Section 3, this lease may not be assigned or sublet because the lease calls for Tenant to rent the Premises at less than fair market value due to the public benefit received. Notwithstanding the above, this lease may be assigned to an assignee such as a bank for security for money loaned or advanced to the Tenant for construction on the Premises or other business purposes of the Tenant subject to advance approval of Landlord. No such assignment for security purposes shall have priority over the interest of the Landlord.

17. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

SKAGIT VALLEY FAMILY YMCA
1901 HOAG ROAD
MOUNT VERNON, WA 98273

CITY OF SEDRO-WOOLLEY
325 METCALF STREET
SEDRO-WOOLLEY, WA 98284

All notices shall be deemed given on the day such notice is personally served or on the third day following the day such notice is mailed in accordance with this paragraph

18. GOVERNMENTAL FEES AND TAXES. Except for those which may be approved by Resolution of the City Council of the City of Sedro-Woolley, all fees due under applicable law to the City, County or State on account of any inspection made on the Premises by any officer thereof, and all applicable taxes arising out of this lease, the occupancy or use of

the Premises by Tenant or any personal property located on the Premises shall be paid by Tenant. This includes a leasehold excise tax of 12.84%, which is applied to the gross rent.

19. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the Premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building to meet standards of YMCA of the USA. In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of seven (7) calendar days will constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said Premises in the manner provided by law. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense. In respect to signs Tenant shall conform to all requirements of the City of Sedro-Woolley Sign Code and Building Code and pay applicable fees.

20. ALTERATIONS. The Tenant shall not make any material alterations, additions or improvements to the Premises without written consent of the Landlord. All alterations, additions and improvements that are made shall be at the sole cost and expense of the Tenant. All such alterations, additions and improvements, except those not attached to the building, shall become the property of the Landlord, and shall remain in and be surrendered with the Premises as part thereof at the termination of this lease, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws, ordinances, rules, and regulations of the pertinent and authorized public authorities. The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building. If required by law, contractors providing services to YMCA shall pay any required prevailing wage per RCW 39.12 and no worker, laborer, or mechanic employed in the performance of any part of the contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Federal wages laws and regulations are also applicable to any contract funded partially or wholly by federal funds.

21. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if any Tenant obligation provided herein shall remain unperformed, or if the Tenant shall violate or default in any of the

covenants and agreements herein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said Premises.

22. COSTS AND ATTORNEY'S FEES/VENUE. In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such proceeding, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals. The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Skagit County, Washington.

23. NON-WAIVER OF BREACH. The failure of either party to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. REMOVAL OF PROPERTY. In the event of default and failure to cure, or taking possession of the Premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

25. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

26. HOLD OVER. If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. NONDISCRIMINATION.

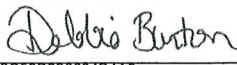
- (a) The Tenant, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof and as a covenant running with the land, does hereby covenant and agree that in the construction of improvements upon the Premises and the operation of Tenant's business and other activities, including the provision of services to its clients and the public, Tenant will comply with all applicable federal, state and local laws and regulations respecting equal opportunity in respect to the provision of services and employment, and will ensure that all of its contractors so comply.
- (b) Tenant covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the lease facilities and that Tenant shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendition of services. The Tenant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.
- (c) The Tenant further agrees that the Tenant shall design the improvements on the Premises and maintain and operate such facilities and services in compliance with all requirements of applicable federal, state and local laws and regulations respecting equal opportunity and nondiscrimination, including, but not limited to, the Americans with Disabilities Act.
- (d) The provisions of (a), (b) and (c) above shall not apply to any persons who have a documented criminal history of a crime against children or other persons, and Tenant shall not employ or allow on the premises any person known to Tenant to have a documented criminal history of a crime against children or other persons as defined in RCW 43.43.830.
- (e) In the event of breach of any of the covenants of this paragraph 29, the Landlord shall have the right to terminate this lease and to re-enter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the 6th day of May, 2022.

CITY OF SEDRO-WOOLLEY, Landlord
Tenant

By 
JULIA JOHNSON, Mayor


Attest:

DocuSigned by:
By 
DEBBIE BURTON, City Clerk

Approved as to form:

DocuSigned by:
By 
NIKKI THOMPSON, City Attorney

SKAGIT VALLEY FAMILY YMCA,

By 
DEAN SNIDER
Executive Director

Approved as to form:

By _____
Skagit Valley Family YMCA Attorney DS

STATE OF WASHINGTON

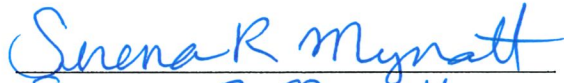
ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JULIA JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the City of Sedro-Woolley to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of May, 2022.




Serena R Mynatt

[Legibly print name of notary]

NOTARY PUBLIC in and for the State

of Washington, residing at Sedro-Woolley

My commission expires 10-18-2025

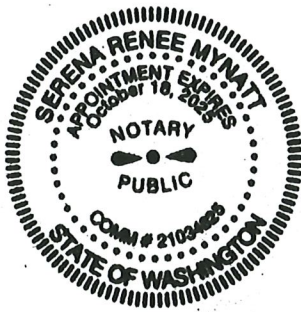
STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **DEAN SNIDER** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Executive Director of the SKAGIT VALLEY FAMILY YMCA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of May, 2022.



Serena R Mynatt
Serena R Mynatt

[Legibly print name of notary]

NOTARY PUBLIC in and for the State
of Washington, residing at Sedro Woolley
My commission expires 10-18-2025

EXHIBIT A
LEGAL DESCRIPTION OF LEASE PREMISES

The legal description is Skagit County Tax Parcel P77039, a tract 140X150 in E1/2 of lot 5, plate no. 1, Sedro home acreage, according to the Plat thereof, recorded in Volume 3 of plats, page 39, records of Skagit County, Washington.

Exhibit B: City of Sedro Woolley and Skagit Valley Family YMCA Partnership

Preamble: The City of Sedro Woolley and the Skagit Valley Family YMCA (Skagit Y) have engaged in conversations over several years about providing recreational opportunities for the community by offering available programmable space to the Y in exchange for staffed program services. The scope of work that follows is the initial program and will be evaluated on an on-going basis and adjusted according to the needs of the community.

Program Overview: Starting in the Summer 2022, the Skagit Y will offer a variety of programs in the City of Sedro Woolley. These programs will include a Youth Drop in Center and activity programming including Stop drop and Run and Youth Flag Football. The Stop, Drop, and Run program will be a Running Club activity built upon the teen drop-in; it will be offered free of charge to all participants thanks to the Summer Enrichment & Enrichment for Kids (SEEK) grant funding available this year. Youth Flag Football will be supported through program fees paid by the program participants.

Program Objective: The primary objective of this year's summer programming is for the Skagit Y to get to know the community of Sedro Woolley better and understand what services are most needed. We will send out a community recreation survey to the Sedro Woolley community in early July to get an idea of what program opportunities should be prioritized in future summers.

Description of Services:

- **Youth Drop in Center** (co-ed; ages 12 – 17); former Central Skagit Library) Targeting youth that are old enough to not need direct childcare services and offering age appropriate activities.
- **Running Program** (co-ed; entering 5th to 12th grade; former Central Skagit Library space). Targeting youth that are old enough to not need direct childcare services but need both physical and mental recreational activities during the summer months.
- **Youth Flag Football** (co-ed; ages 6-13; Winnie Houser Playfields). Targeting youth that have an interest in football or as a soft start to the youth that will be joining SW Youth Football at the end of the summer. The program will follow the NFL Flag Football curriculum.

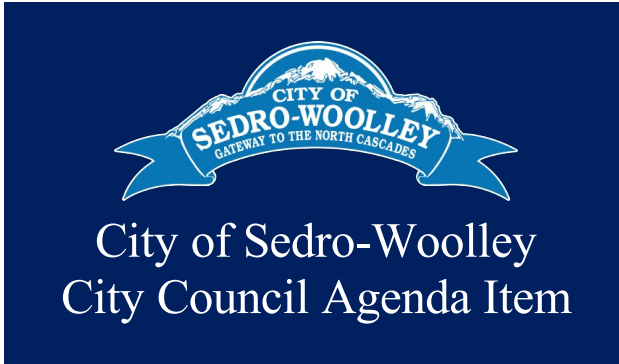
Deliverables:

- **Youth Drop in Center** - The drop-in center will have a variety of activities available for youth and educational opportunities spanning a wide range of interests. Proposed learning topics include nutrition, financial literacy, physical fitness, writing, and arts-based content.
- **Stop, Drop, and Run** – The Y will provide staffing to have the former Central Skagit Library space open from noon to 6pm, Monday to Friday, from June 27th to August 19th. The “Sedro Woolley Rec Center”, as we’d like this space to be called, will be the location

of the drop-in center and act as the starting/ending point for the running program. The running program will have small groups based on current fitness levels and ages and follow a training program created to support those levels. Participants in the running program will train for an end-of-summer 5K/10K fun run on Saturday, August 13th at a yet-to-be-determined location.

- **Youth Flag Football** – The Y will have direct registration forms and program fees required for all participants. The Y will provide staffing for coaches, officiants, and day of event support through a combination of paid Y staff and volunteers. The program will run from the week of June 6 to the week of July 25 and teams will play up to two games a week.

Next Steps: As we prepare for the start of summer programming, the first priority is getting the SW Rec Center furnished. We plan to solicit very specific recreational donations (including foosball/ping pong tables, board games, craft items, etc.) but will need to add additional furniture to make the space welcoming and cozy for youth by June 27. We anticipate our relationship with the City of Sedro-Woolley to last for a long time, so we would like to paint the space as well and provide opportunities for youth to further customize the rec center to their liking.



Agenda Item No.	
Date:	February 22, 2023
Subject:	Repealing SWMC Section 17.36.080 and Amending SWMC Section 17.40.040 to Reflect Changes Previously Adopted - Ordinance No. 2042-23 - 1st Read

FROM:

John Coleman, AICP, Planning Director/Building Official

RECOMMENDED ACTION:

A motion to adopt Ordinance No. 2042-23 Repealing SWMC Section 17.36.080 and Amending SWMC Section 17.40.040 to reflect changes previously adopted in Ordinance No. 2032-22.

ISSUE:

This is a minor code amendment necessitated by the changes already adopted via Ordinance No. 2032-22. SWMC Section 17.36.080 “Verification” contains a void reference to repealed Chapter 17.76, and SWMC Section 17.40.040 “Sign permit requirements” contains a void reference to repealed Chapter 17.72. This Ordinance removes these references since the code chapters they pointed to were repealed by Ordinance No. 2032-22.

BACKGROUND/SUMMARY INFORMATION:

Ordinance No. 2032-22, adopted January 11, 2023, amended several sections of the municipal code to streamline the land use permit processing procedures and correct inconsistencies in the municipal code regarding the land use decision making process. This Ordinance is a follow-up to remove old references that remained in the code.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance No. 2042-23 Repealing SWMC Section 17.36.080 and Amending SWMC Section 17.40.040 to reflect changes previously adopted in Ordinance No. 2032-22

ORDINANCE NO. 2042-23

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, REPEALING SECTION 17.36.080 “VERIFICATION” AND AMENDING SECTION 17.40.040 “SIGN PERMIT REQUIREMENTS” OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC) TO REFLECT CHANGES PREVIOUSLY ADOPTED IN ORDINANCE NO. 2032-22

WHEREAS, City Council adopted Ordinance No. 2032-22 on January 11, 2023, which amended several sections of the SWMC to streamline the land use permit processing procedures and correct inconsistencies in the municipal code regarding the land use decision making process; and,

WHEREAS, SWMC Section 17.36.080 “Verification” contains a void reference to repealed Chapter 17.76; and,

WHEREAS, SWMC Section 17.40.040 “Sign permit requirements” contains a void reference to repealed Chapter 17.72; and,

WHEREAS, it is necessary to remove these void references to be consistent with the changes previously adopted in Ordinance No. 2032-22;

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

Section One. Section 17.36.080 “Verification” of the Sedro-Woolley Municipal Code, last modified by Ord. 1013 § 3.01.08 in 1985, is hereby repealed in its entirety:

~~For verification provisions, see Chapter 17.76.~~

Section Two. Section 17.40.040 “Sign permit requirements” of the Sedro-Woolley Municipal Code, last modified by Ord. 1577-07 § 1 (part) in 2007, is hereby amended to read as follows:

A. All permanent signs require a sign permit. ~~in accordance with Chapter 17.72 but exemption from this permit requirement shall not exempt signs from the other provisions of this chapter.~~

B. A new or relocated business may use a single unpermitted interim on-premises sign to identify the business for ninety days while they permit and construct a permanent sign. Such an interim sign is not exempt from the other provisions of this chapter.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 22nd day of February, 2023.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



Agenda Item No.	
Date:	February 22, 2023
Subject:	2nd Allocation Agreement Regarding Opioid Settlements with Walmart, Teva, Allergan, CVS and Walgreens

FROM:

Nikki Thompson

RECOMMENDED ACTION:

Authorize the Mayor to sign Allocation Agreement II and remain a Participating Local Government with respect to additional settling parties.

ISSUE:

Should Council authorize the Mayor to sign the 2nd Allocation Agreement?

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley was a plaintiff in the multidistrict litigation against parties involved in opioid distribution and is a signatory to the One Washington MOU that outlines how monies received will be allocated. Recently five additional parties have reached settlements that will result in additional funds. The attached Agreement extends the existing Agreement to cover Walmart, Teva, Allergan, CVS and Walgreens as well.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Allocation Agreement II

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY CERTAIN SETTling OPIOID
MANUFACTURERS AND PHARMACIES**

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
 - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
 - A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").
- 7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart

Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.
 - E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

"If a Participating Local Government receiving a direct payment
(a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving

direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no

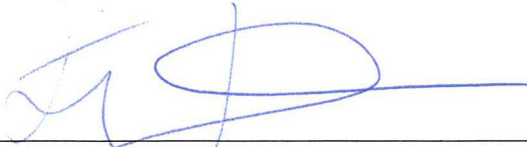
circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit K of the Teva Settlement)

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity	State:
Authorized Official	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
Subdivision Settlement Participation Form
(Exhibit K of the Allergan Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 4
Subdivision Settlement Participation Form
(Exhibit K of the CVS Settlement)

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 5
Subdivision Settlement Participation Form
(Exhibit K of the Walgreens Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT 6
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

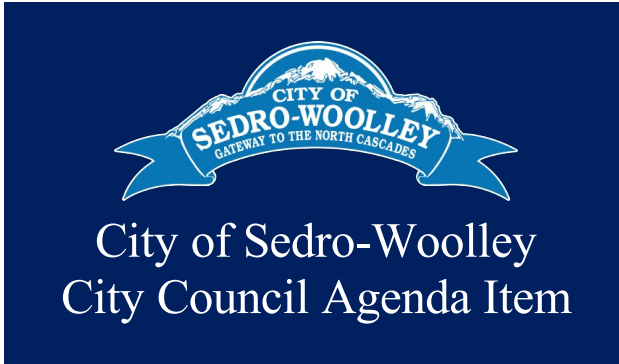
EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.



Agenda
Item No.

Date: February 22, 2023

Subject: Fire Department Staffing- Levy Lid Lift

FROM:

Frank Wagner- Fire Chief

RECOMMENDED ACTION:

Discussion regarding future staffing needs and funding mechanisms.

ISSUE:

The Fire Department continues to have issues with staffing.

BACKGROUND/SUMMARY INFORMATION:

The public safety committee was presented with issues, concerns and options this past year, and were in support of moving forward with a discussion at a future planning session with the full council.

FISCAL IMPACT, IF APPROPRIATE:

None at this time, as this is discussion only for future consideration and direction.

ATTACHMENTS:



Agenda
Item No.

Date:

February 22, 2023

Subject:

Sapp Road Closure to Vehicular
Traffic, Moore Street (SR 20) to Jones
Road - Resolution 1116-23 - 1st Read

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Move to pass Resolution 1116-23 A Resolution of the City of Sedro-Woolley declaring permanent closure of Sapp Road from Moore Street (SR 20) to East Jones Road to vehicular traffic.

ISSUE:

Shall Council move to pass Resolution 1116-23 A Resolution of the City of Sedro-Woolley declaring permanent closure of Sapp Road from Moore Street (SR 20) to East Jones Road to vehicular traffic?

BACKGROUND/SUMMARY INFORMATION:

See the attached Vicinity Map. Sapp Road from SR20 to East Jones Rd is presently a dead end 20' wide asphalt street. It has access from E Jones, but the approach to SR20 was closed about 20 years ago due to sight distance issues due to its proximity to the BNSF trestle at SR20. Sapp Road is connected to the SR 20 pedestrian path system. There is a PUD water transmission pipeline under Sapp Road which would restrict vacation of the right of way.

Over the past few of years, this section of Sapp has become a dumping ground for trash, furniture, abandoned cars, etc. In more recent times, it has also become an occasional haven for homeless encampments. Most recently, the demolition of the former residence at 100 W Moore Street and creation of a parking lot for the Double Barrel Barbeque has lead to traffic using the SR20 approach for that property to cut through to E Jones Rd.

The City's Transportation Plan anticipates closure of this portion of Sapp Rd to vehicular traffic, while retaining Sapp Rd as part of the bicycle/pedestrian path system, as the existing Jones Road intersection will have sight distance issues once the planned BNSF undercrossing project is built. We recommend closure of the road to vehicular traffic now to deal with the ongoing issues.

Staff has notified Jim Lee, the owner of Double Barrell and the property at 100 W Moore; both of his properties have street access via approaches to SR 20 (Moore Street). The other adjacent owner is Mina Properties, who recently purchased the former Rimmer property and has plans to develop it. This property has access via Patrick Street to the south and via Jones Rd to the north, and does not need the Sapp Rd access. I have reached out to this owner as well, who did not express any objections. We also sent both owners a copy of the Public Notice after it was issued.

The process for closure is dictated by RCW 47.48.010, and involved posting the right of way at E Jones and SR 20, and publishing the closure per RCW 47.48.020 (in the local newspaper). We published the Notice of Closure in the Skagit Valley Herald on January 24, 2023 and allowed a two week period for public comment, closing on February 8, 2023. Two inquiries were received, one of which related to Sapp Road north of E Jones, and the second to E Jones west of the railroad crossing. Staff responded to both inquiries and the comments are in our Sapp Road Closure file.

Actual closure will consist of installing removable bollards at the north end of Sapp Rd at the E Jones intersection. We will also place concrete ecology blocks or boulders to physically stop traffic from skirting the bollards. We will also install a line of boulders near the Double Barrel parking lot to define the path. That will follow council adoption of the proposed Resolution scheduled for February 22, 2023.

FISCAL IMPACT, IF APPROPRIATE:

There will be minor costs (under \$2,500) associated with installing removal bollards at the East Jones intersection, with possible concrete barricades to prevent bypassing the bollards. The current Fund 103 Budget has funds available for this purpose.

ATTACHMENTS:

1. 2023-01-24 Notice of Road Closure
2. Resolution 1115-23 Declaring Permanent Closure of Sapp Road from Moore Street (SR 20) to Jones Road to Motorized Vehicular Traffic
3. Sapp Road Closure Vicinity Map
4. Sapp Rd North End Photo
5. Sapp Rd South End Photo

CITY OF SEDRO-WOOLLEY

NOTICE OF ROAD CLOSURE

Description of proposal/application: Per RCW 47.48.020, the City hereby provides public notice that Sapp Road between State Route 20 / Moore Street and Jones Road will be permanently closed to vehicular traffic as of February 23, 2023. The route will remain open as a bicycle/pedestrian path connecting the City's Path and Trail system from SR 20 to Jones Road.

Proponent: Sedro-Woolley Public Works
325 Metcalf Street
Sedro-Woolley, WA 98284

Location of closure: Sapp Road from SR 20 (Moore Street) to Jones Road

Documents are available for review at: The City of Sedro-Woolley Public Works Department, 325 Metcalf Street, Sedro-Woolley, WA 98284, Monday through Friday, 8:00 AM to 4:30 PM. For more information, contact Mark A. Freiburger, PE at the Sedro-Woolley Public Works Department. Phone: (360) 855-9933; email: mfreiburger@sedro-woolley.gov.

Public Comment Period: Interested persons may comment on the application, receive notice, request to be included as a party of record, or request a copy of the decision. Public comments and requests must be submitted to the City of Sedro-Woolley Public Works Department **by 4:30 p.m. February 8, 2023**, 325 Metcalf Street, Sedro-Woolley, WA 98284. Comments may be mailed or emailed, should be as specific as possible, and include contact information.

Mark A. Freiburger, PE
Director of Public Works

Published in Skagit Valley Herald on January 24, 2023

RESOLUTION NO. 1115-23

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING
PERMANENT CLOSURE OF SAPP ROAD FROM MOORE STREET (SR 20) TO
EAST JONES ROAD TO VEHICULAR TRAFFIC**

WHEREAS, Sapp Road from Moore Street (SR 20) to East Jones Road is an existing local access street accessible from East Jones Road only and dead ended 30 feet north of Moore Street, and

WHEREAS, the City's Transportation Plan calls for closure of Sapp Road from Moore Street (SR 20) to vehicular traffic while retaining the route as a bicycle/pedestrian path in conjunction with completion of the Jones Road/John Liner Road/Trail Road Corridor Project, and

WHEREAS, Sapp Road from Moore Street (SR 20) to East Jones Road has become an illegal dumping ground and an unauthorized short cut from East Jones Road to SR 20 via private property located near the south end of Sapp Road, and

WHEREAS, the Sedro-Woolley Public Works Department recommends permanent closure of Sapp Road from Moore Street (SR 20) to East Jones Road to vehicular traffic while retaining the route as a bicycle/pedestrian path; and,

WHEREAS, RCW 47.48.010 defines the methodology required to close an existing street; now, therefore,

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

Section 1. The City Council does hereby declare permanent closure of Sapp Road from Moore Street (SR 20) to Jones Road to vehicular traffic, while retaining the route as a bicycle/pedestrian path:

Section 2. The Public Works Director is directed to issue a public notice of closure and to post the route as required in RCW 47.48.010.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 25th day of January 2023.

MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY

SKAGIT COUNTY
WASHINGTON

iMap

Additional Maps

Legend

Layer List

- [2021_3inch](#)
- [2021_9inch](#)
- [2020_6inch](#)
- [2019_4inch](#)
- [2019_9inch](#)
- [2018_6inch](#)
- [2017_4inch](#)
- [2017](#)
- [2015_4inch](#)
- [2015](#)
- [2013_4inch](#)
- [2013](#)
- [2011_6inch](#)
- [2011](#)
- [2009](#)
- [2007](#)
- [2006](#)
- [2005](#)
- [2004](#)
- [2001](#)
- [1998](#)
- [1969](#)
- [1937](#)
- [Lidar2016Hillshade](#)
- [ESRI World Imagery](#)
- [County Boundary](#)
- [Public Facilities](#)
- [Trails](#)
- Labels**
 - City Names
 - Road Labels
 - Hydro Labels
 - Regional Labels

Search

Map Description



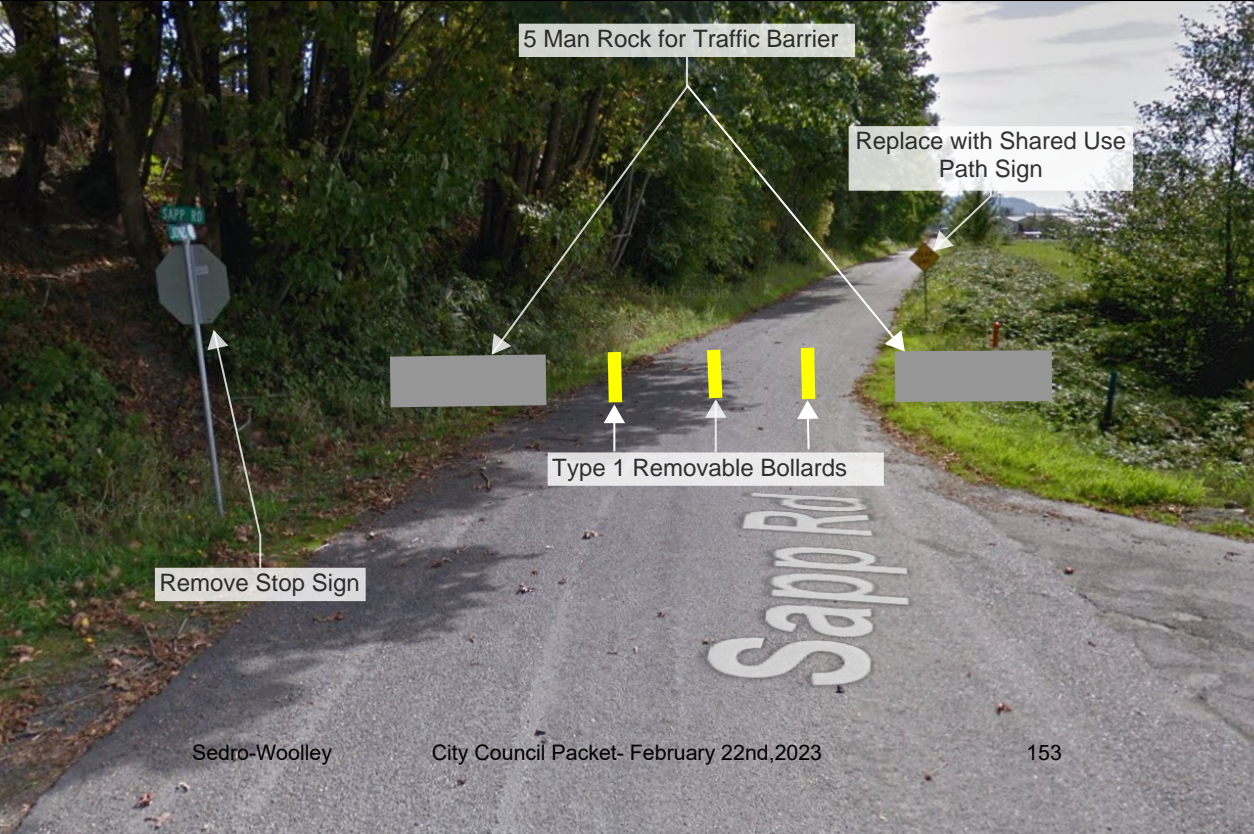
**Proposed Sapp
Road Closure;
Bicycle/Pedestri
an Path to be
maintained.**

**P90024 Mina
Properties
201 E Jones Rd**

**P76722 Curry
Properties-
Double Barrel
Barbecue 108 W
Moore**

**P76823 F & G
Hospitality Group
LLC
100 W Moore**

**Existing Dead
End (with
connection to
SR 20 Path) -
Sapp Rd.**



5 Man Rock for Traffic Barrier

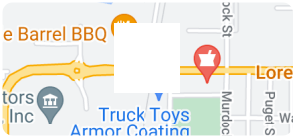
Replace with Shared Use
Path Sign

Remove Stop Sign

Type 1 Removable Bollards



Image capture: Oct 2021 © 2023 Google





Agenda
Item No.

Date:

February 22, 2023

Subject:

Approval of Supplement 1 to
Consultant Agreement 2022-PS-09 with
Reichhardt & Ebe Engineering, Inc. for
Revision of the Design to a Roundabout
Intersection

FROM:

Mark A. Freiberger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiberger to sign Supplement No. 1 to Professional Services Agreement 2022-PS-09 with Reichhardt & Ebe Engineering, Inc. of Lynden, WA to revise the design and right of way services for the Township Street (SR 9) and John Liner Rd / McGarigle Rd Intersection Improvements Project from a Traffic Signal to a Roundabout Intersection, with an increased cost of \$62,570.24, for a new contract total of \$375,006.

ISSUE:

Should Council authorize Public Works Director Mark Freiberger to sign Supplement No. 1 to Professional Services Agreement 2022-PS-09 with Reichhardt & Ebe Engineering, Inc. of Lynden, WA to revise the design and right of way services for the Township Street (SR 9) and John Liner Rd / McGarigle Rd Intersection Improvements Project from a Traffic Signal to a Roundabout Intersection, with an increased cost of \$62,570.24, for a new contract total of \$375,006?

BACKGROUND/SUMMARY INFORMATION:

On January 27, 2023 the Transportation Improvement Board approved additional funding to revise the design of the Township Street (SR 9) and John Liner Rd / McGarigle Rd Intersection from a Traffic Signal to a Roundabout intersection. TIB authorized increase in the project budget by \$1,543,25 to a new project total of \$4,255,166. TIB also authorized a revision of the match requirement from 20% to 15%. The final TIB grant is \$3,404,133, with a local match of \$851,033. Council authorized the additional local funding totaling \$173,055 at the January 11, 2023 meeting.

Reichhardt & Ebe Engineering, Inc. is the design consultant for the project under professional services agreement 2022-PS-09. The original scope of work under this agreement was for design and right of way services for a Traffic Signal intersection as proposed in the 2020 Scoping Study Report and the TIB Agreement. Revising the design to a roundabout has required additional design efforts to update the Intersection Control Evaluation. The revision will also require revision of the previously submitted Channelization Plan. Administration costs will increase due to extension of the contract to 2024. Finally the new intersection design will require two full right of way acquisitions, along with Relocation Plans that were not required with the Signal design. Overall, the revisions will require additional design fees totaling \$38,860.20 and right of way support services totaling \$23,710.04, for a total increase of \$62,570.24, and a new agreement total of \$375,006.62.

FISCAL IMPACT, IF APPROPRIATE:

TIB Budget per Scope Change Request

.....TIB

TOTAL.....CONSULTANT.....WSDOT.....CITY.....TOTAL.....NET

Design Phase.....\$283,323.....\$258,185.....\$10,000.....\$15,000.....\$283,185.....\$138

Phase.....\$1,799,698.....\$116,821.....\$0.....\$5,000.....\$121,821.....\$1,677,877 (Balance is for actual cost to purchase right of way)

Conclusion:

There are sufficient funds available in the project to cover the additional design and RW costs as currently estimated.

These numbers will be confirmed on project bid and project close-out.

ATTACHMENTS:

1. Agreement 2022-PS-09 RE Supplement No. 1



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Sedro-Woolley

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

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

Consulting Firm Reichhardt & Ebe Engineering, Inc.

Supplement Phase Supplement 001

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

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

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include
See Attached Exhibit B-1

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

SUPPLEMENTAL COMPLETION DATE Completion Date Extended 12/31/2024

Section V, **PAYMENT**, shall be amended as follows as set forth in See Attached Exhibit D-2

MAXIMUM AMOUNT PAYABLE \$375,006.62

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost			
Overhead (including Payroll Additives)			
Direct Non-salary Costs			
Fixed Fee			
Total	\$312,436.38	\$62,570.24	\$375,006.62

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


Agency Signature	Date
Consultant Signature 	Date <u>2/16/23</u>

EXHIBIT B-1
Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements
Project (TIB 8-2-126(013)-1)

SCOPE OF WORK
PLANS, SPECIFICATIONS, AND ESTIMATE

SUPPLEMENT NO. 1

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering, Inc.(R&E) is currently under contract with the City of Sedro-Woolley (City) for the above referenced project. The initial submittal of the intersection control evaluation (ICE) report and accompanying channelization plan to WSDOT resulted in a series of discussions which have ultimately lead the project to be changed from a traffic signal to a single lane roundabout. The following scope of work builds off the original agreement and identifies the work necessary to complete the Plans, Specifications, and Estimate for a roundabout at the intersection of Township St. (SR9) and John Liner / McGarigle Rd. The roundabout design will be based on the 10% roundabout conceptual design which appears in the ICE.

The project design is funded with Transportation Improvement Board (TIB) and local funds.

Design Team

The Design Team consists of the following firms:

Prime Consultant.....	Reichhardt & Ebe Engineering, Inc.
Signal Design	Herman Traffic Engineering, Inc.
Survey	Larry Steele & Associates
Right-of-Way	RES Group Northwest, LLC
Geotechnical	GeoEngineers, Inc.
Environmental & Permitting	Widener & Associates

II. WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

1.1. Project Management and Administration (Additional)

R&E shall act as the prime consultant and shall manage the project through regular email, phone, and video correspondence with the CITY, WSDOT, R&E staff, and subconsultants.

1.2. Project Meetings (Additional)

R&E shall facilitate and conduct the meetings as described below. Assumptions of the number of meeting(s) conducted are indicated.

- City Coordination Meetings (4)

1.3. Public Meetings

No additional public meetings are anticipated at this time.

1.4. Progress Reports and Invoicing (Additional)

R&E shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. R&E shall submit these monthly progress reports to the CITY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed:

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.5. Quality Control / Quality Assurance

No additional QA/QC is anticipated at this time.

1.6. Products and Deliverables

- Meeting Notes and Minutes
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 DESIGN SURVEY AND BASE MAP

No additional design survey or base map work is anticipated at this time.

3.0 CHANNELIZATION

Herman Traffic Engineering, Inc. (HTE) shall prepare channelization plans for the proposed single lane roundabout.

3.1. Channelization Plan

HTE shall prepare the channelization plan for approval along with the channelization plan checklist and shall submit to WSDOT for review and approval with the summary of design. HTE shall revise the channelization plan to address WSDOT comments and resubmit for approval.

The channelization plan will be incorporated into the construction contract documents.

3.2. Deliverables

- CITY and WSDOT Approved Roundabout Channelization Plan
- Pavement Marking Plans incorporated into the contract plan set

4.0 RIGHT-OF-WAY AND EASEMENT ACQUISITION

Right of Way and Easement Acquisition will be performed by R&E and their subconsultant RES Group Northwest (RES Group). The project requires (2) full and (4) partial acquisition (fee/PE/TE) from single family residential (SRF) zoned properties. The proposed improvement for the project consists of a roundabout, drainage, HMA pavement, curbing, and sidewalk/path improvements. It is not anticipated the acquisitions will impact current utilization of the properties.

The project is currently funded with state (TIB) and local funds, Federal funds are not currently involved in the project. All acquisition activities will follow "best practices" of the Federal Highways Administration policies and procedures as well as all applicable federal, state, and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Preliminary Right-of-Way Services

4.1. Coordinate with Subconsultants

R&E shall coordinate with their subconsultant RES Group and the CITY for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications and up to two (4) meetings.

4.2. Identify ROW Needs

Based on survey information, horizontal and vertical design roadway geometry, roundabout design, Illumination design, and utilities, R&E shall identify the additional ROW and/or easements needed to facilitate construction and ongoing maintenance and operations of the project. R&E shall also identify existing improvements which will be impacted by the project both on public and private property.

4.3. Public Outreach

R&E shall prepare a Project Introduction Letter consisting of a project description, project schedule, discussion of entities involved (i.e., CITY, R&E, and RES Group), including roles of each. The CITY shall mail or otherwise deliver the letter to the affected property owners.

4.4. Prepare ROW Plan

R&E shall prepare a ROW plan for CITY review and approval, for ROW and temporary construction easements to be acquired in association with this project. Work will be performed in accordance with the following tasks:

- Prepare ROW Plan
- CITY Submittals
- Respond to CITY Comments

4.5. Project Funding Estimate (PFE), Administrative Offer Summary (AOS), and Appraisals

Following review of the right-of-way plan, RES Group shall prepare a PFE, AOS, and appraisals for all impacted parcels. The PFE report will utilize consistent comparable sales and valuation techniques. AOS will be written for those acquisitions valued under \$25,000 in the PFE. This scope of work is based on (4) appraisals and (2) AOS. The appraisal consultant and contract will be handled by RES Group and will make necessary recommendations to R&E and the City.

It is assumed that appraisal reviews will not be required. If appraisal review is required or requested, a contract supplement will be necessary.

4.6. Title Review, Clearing, and Closing

RES Group will review title reports supplied by R&E for affected parcel and provide a Title Review Memo identifying all potential encumbrances to project team members. RES Group will assist in clearing the necessary encumbrances prior to closing, if feasible. RES Group will assist in facilitating in-house closing on low impact parcels or manage closing through escrow should those services become necessary.

Acquisition Services

4.7. Right-of-Way Documentation, Negotiations and Closing

RES Group will assist the CITY in developing all right-of-way documents/offer letters in accordance with the CITY's right-of-way procedures manual for acquisition of impacted properties. RES Group will draft the acquisition documents using the CITY approved forms or QC any forms that are created directly by the CITY staff for pre-acquisition review.

RES Group agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. RES Group will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RES Group will work with CITY staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

The CITY shall be responsible for issuing payment to the property owners and for recording the acquisition with Skagit County.

4.8. Relocation Services

The project has two single family residential relocations. RES Group will provide full relocation assistance services to the displace(s). RES Group will prepare a relocation plan in accordance with the Uniform Relocation Act and will conduct occupancy surveys of the displace(s) and inform them of their relocation rights and benefits. RES Group will prepare all necessary relocation entitlement and relocation documents and will transmit the file containing all pertinent information, documents, forms and diaries.

4.9. Property Owner Meetings (9)

R&E will attend up to nine in-person meetings with property owners to assist in negotiations and/or to help resolve questions or concerns of the property owners with respect to the proposed design, impact to their property, or restoration of affected portions of their property.

4.10. Prepare Preliminary ROW Exhibits (6)

R&E shall prepare one ROW exhibit, to be used by RES Group and the CITY in communications with private property owners. The ROW exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Area of additional ROW/Easement to be acquired
- Property owner information

4.11. Deliverables

- Preliminary ROW Exhibits
- Right-of-Way Plan
- Project Funding Estimate (PFE)
- (2) Administrative Offer Summery (AOS) Worksheets, if applicable
- (4) Appraisals
- Acquisition Negotiation Services
- Relocation Plan and accompanying documentation
- Executed Documents for Issuing Payment and Recording

5.0 ENVIRONMENTAL PROCESS AND PERMITTING

No additional environmental or permitting work is anticipated at this time.

6.0 GEOTECHNICAL

No additional geotechnical work is anticipated at this time. It is assumed that the geotechnical information previously gathered under this contract will suffice for the luminaire foundation design for the roundabout.

7.0 TRAFFIC SIGNAL AND ILLUMINATION SYSTEMS DESIGN

Section 7.0 of the original scope of work is renamed the following:

7.0 ROUNDABOUT AND ILLUMINATION SYSTEMS DESIGN

The purpose of the following scope of work is to provide professional traffic engineering consulting services to prepare PS&E for roundabout improvements to the Township St. (SR9) – John Liner / McGarigle Rd. intersection in the City of Sedro-Woolley. The primary tasks included in this supplemental Scope of Work are as follows:

- Project Administration: Additional project stakeholder coordination, invoicing, progress reports, etc.
- Traffic Analysis: The Intersection Control Evaluation (ICE) has been completed and submitted to WSDOT for review. This supplemental scope of work will address any WSDOT comments and resubmittal for approval.
- Design: Develop 100% roundabout PS&E design including preparing the channelization plan for WSDOT approval.

Assumptions

- This supplemental scope of work excludes any traffic volume data collection or traffic analysis.
- The roundabout will have a single circulating lane. Design of a multi-lane roundabout is not included in this supplemental scope of work.
- The roundabout will be designed to current WSDOT and FHWA standards. Reference standards documents include Chapter 1320 of the WSDOT Design Manual, Public Rights of Way Accessibility Guidelines (PROWAG), and Roundabouts: An Informational Guide, Second Edition (NCHRP Report 672) by FHWA.
- Construction staging for this roundabout construction can be accomplished without a temporary traffic signal. Temporary traffic signal design is not part of this supplemental scope of work.

7.1. Project Administration (Additional)

1. Coordinate with the project team, Sedro-Woolley staff, WSDOT staff, utility companies and other stakeholders throughout the project.
2. Prepare and submit monthly invoices and progress reports to R&E.

7.2. Traffic Analysis (Additional)

1. Review WSDOT comments on currently submitted ICE which recommends a roundabout solution at the intersection.
2. Revise the ICE to address WSDOT comments and resubmit for final approval.

7.3. Design (Roundabout PS&E)

1. Prepare refinements to the initial 10% RAB conceptual design which appears in the ICE document, including designing or calculating the following:
 - Inscribed circle diameter
 - Splitter islands
 - Entry widths
 - Entry curves
 - Entry angles
 - Exit widths
 - Exit curves
 - Exit angles
 - Travel paths
 - Travel path speeds
2. Refine the design vehicle turning path analysis as required.
3. Check travel path speeds and refine the design as required.
4. Design non-motorized path and crossings connecting to existing pedestrian facilities.
5. Analyze pedestrian and vehicular sight distances and refine the design accordingly.
6. Coordinate with the design team to resolve any general civil design issues affecting the RAB channelization.
7. Assist in determining right of way needs for the design.
8. Prepare the WSDOT Summary of Design.

9. Prepare up to four preliminary traffic signing plan sheets.
10. Prepare illumination calculations using the AGI32 software.
11. Prepare up to two preliminary illumination plan sheets.
12. Prepare technical special provisions for pavement markings, signing, and illumination system.
13. Prepare an opinion of probable cost for pavement markings, signing and illumination system to be used for bidding purposes.
14. Revise the preliminary design to address City and WSDOT comments.
15. Address final City and WSDOT comments and prepare bid-ready design documents.

8.0 DRAINAGE DESIGN

No additional storm drainage design is anticipated at this time.

9.0 CIVIL DESIGN

9.1. Geometry (Additional)

The preliminary design shall be prepared in accordance with the following tasks:

- Horizontal Alignment
- Vertical Profile
- Cross Sections
- Sidewalks / Pedestrian Facilities
- Curb Ramps
- Roundabout Grading

The preliminary design will meet the requirements of the Americans with Disabilities Act (ADA).

9.2. Private Property Matches

No additional private property matches or restoration is anticipated.

9.3. Franchise Utilities

No additional franchise utility coordination or relocation is anticipated.

9.4. City Utilities

No additional City utility work is anticipated.

9.5. Temporary Erosion and Sedimentation Control Plan

No additional TESC work is anticipated.

9.6. Traffic Control Plans / Construction Sequence Plans

Traffic control and construction sequence plans will be developed for the proposed work. The primary goal will be to develop plans which result in the least impact to the traveling public as is reasonable. This may include a phased construction approach. It is anticipated that the traffic control plans may also include temporary striping to accommodate construction work zones and alternations in the traffic patterns. Night work is not anticipated to be feasible due to residential homes in the immediate vicinity

of the work. Construction sequencing and temporary traffic control may consist of roadway closures and associated detours, single lane closures, and altered traffic patterns or a combination thereof. Suggested alternative route or public information signing may also be included.

It is anticipated that pedestrian traffic control plans will be necessary, and pedestrians will be routed through the project site using a phased construction approach.

Traffic control plans will be submitted to the CITY and WSDOT Mount Baker Area Headquarters for review and approval. A total of two rounds of review comments are anticipated. A Transportation Management Plan is not anticipated for this project.

9.7. Plan Preparation Package

R&E shall prepare the 30% plans in accordance with CITY standards and the listed publications. 30% plans will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Channelization Layout
- Typical Roadway Sections
- Roundabout Layout

After the CITY reviews the 30% plans, R&E shall prepare the 60% plans in accordance with CITY standards and the above listed publications. 60% plans will include, at the very least, the following:

- Modifications and/or revisions from the 30% review
- Roadway Plans and Profiles (which will include any storm drain improvements)
- Roundabout Grading Plan
- Temporary Erosion Control Plans
- Construction Sequence Plan
- Traffic Control Plan Layout

After the CITY reviews the 60% plans, R&E shall prepare the 90% plans, which will include the following:

- Modifications and/or revisions from the 60% review
- Draft Final design of project elements

After the CITY reviews the 90% plans, R&E shall prepare the Final bid ready plans, which will include the following:

- Modifications and/or revisions from the 90% review
- Final design of all project elements

9.8. Estimates

No additional cost estimating is anticipated.

9.9. Specifications

No additional specifications are anticipated.

9.10. Final Review Meeting and Comments

No additional review meetings are anticipated.

9.11. Deliverables

- 30% Plans in *.pdf format
- 60% Plans and Estimate in *.pdf format
- 90% Plans, Specifications, and Estimate in *.pdf format
- Final / Bid ready Plans, Specifications, and Estimate in *.pdf and reproducible hard copy format (if required)
- Plans and Specifications for bidding purposes, the number of which to be defined at a later date and billed at current printing rates

10.0 SUBCONSULTANTS

R&E will contract and coordinate with the following subconsultants in accordance with the supplemental scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit B.

- Surveyor – Larry Steele & Associates, Inc.
- Right of Way and Easement Acquisition – Real Estate Services Group, Northwest
- Traffic Signal and Illumination Systems Design – Herman Traffic Engineering, Inc.

11.0 REIMBURSABLE EXPENSES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work, and which will be charged at the actual cost incurred. Also included are the estimated amounts for reproductions of contract documents for bidding purposes. Budgeted amounts shown are estimates of the actual costs for reimbursables.

III. SUPPLEMENT FOR ADDITIONAL SERVICES

If mutually agreed upon by the CITY and R&E, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: February 9, 2023

Plans, Specifications, and Estimate - Supplement No. 1

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7 Nathan	E-4 Eric / Olivia	T-4 James	C-4 Cheryl
1.0	PROJECT MANAGEMENT AND ADMINISTRATION				
1.1	Project Management and Administration	20			
1.2	Project Meetings				
	City Coordination Meetings (4)	4	4		
1.3	Public Meetings				
1.4	Progress Reports and Invoicing				
	Monitor Scope	2			
	Monitor Budget	2			
	Monitor Schedule / Prepare Schedule Updates	1			
	Prepare Monthly Status Reports and Invoices	3			
	Prepare Supporting Documentation for Invoices	1			
1.5	Quality Control / Quality Assurance				
	Sub-Total	33	4	0	0
2.0	DESIGN SURVEY AND BASE MAP				
	Sub-Total	0	0	0	0
3.0	CHANNELIZATION				
	Sub-Total	0	0	0	0
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION				
4.1	Coordinate with Subconsultants	10	10		
4.2	Identify ROW Needs				
4.3	Public Outreach				
4.4	Prepare ROW Plan				
4.5	PFE, AOS, and Appraisals				
4.6	Title Review, Clearing & Closing				
4.7	Right-of-Way Documentation, Negotiation and Closing				
4.8	Relocation Services	10	20		
4.9	Property Owner Meetings (9)				
4.10	Prepare Preliminary ROW Exhibits (9)				
	Sub-Total	20	30	0	0
5.0	ENVIRONMENTAL PROCESS AND PERMITTING				
	Sub-Total	0	0	0	0
6.0	GEOTECHNICAL				
	Sub-Total	0	0	0	0

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: February 9, 2023

Plans, Specifications, and Estimate - Supplement No. 1

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	E-4	T-4	C-4
		Nathan	Eric / Olivia	James	Cheryl
7.0	ROUNDBABOUT AND ILLUMINATION SYSTEMS DESIGN				
7.1	Project Administration				
7.2	Traffic Analysis				
7.3	Design (Roundabout PS&E)	2	4		
	Sub-Total	2	4	0	0
8.0	DRAINAGE DESIGN				
	Sub-Total	0	0	0	0
9.0	CIVIL DESIGN				
9.1	Geometry				
	Roundabout Grading	10	30	10	
9.2	Private Property Matches				
9.3	Franchise Utilities				
9.4	City Utilities				
9.5	Temporary Erosion and Sedimentation Control Plan				
9.6	Traffic Control Plans	5	10	5	
9.7	Plan Preparation Package				
	30% Plans		2	4	
	60% Plans		2	4	
	90% Plans		2	4	
	100% / Bid Ready Plans	2	2	4	
9.8	Estimates				
9.9	Specifications				
9.10	Final Review Meeting and Comments				
	Sub-Total	17	48	31	0
	TOTAL HOURS	72	86	31	0
	HOURLY RATE	\$ 175.00	\$ 114.62	\$ 78.18	\$ 76.41
	SUB-TOTAL	\$ 12,600.00	\$ 9,857.32	\$ 2,423.58	\$ -
	TOTAL	\$ 24,880.90			
10.0	SUBCONSULTANTS				
10.1	Larry Steele & Associates, Inc.				\$ 4,770.00
10.2	Real Estate Services Group, Northwest (\$91,262.36 [New Budget] - \$74,490.92 [Original Budget])				\$ 16,771.44
10.5	Herman Traffic Engineering, Inc.				\$ 16,147.90
	TOTAL				\$ 37,689.34
11.0	REIMBURSABLES				
	Sub-Total				\$ -
	GRAND TOTAL				\$62,570.24

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: February 9, 2023

Plans, Specifications, and Estimate - Supplement No. 1

DESIGN PS&E COST SUMMARY		
1.0	Project Management and Administration	\$ 6,233.48
2.0	Design Survey and Base Map	\$ -
3.0	Channelization	\$ -
5.0	Environmental Process and Permitting	\$ -
6.0	Geotechnical	\$ -
7.0	Traffic Signal and Illumination System Design	\$ 808.48
8.0	Drainage Design	\$ -
9.0	Civil Design	\$ 10,900.34
10.0	Subconsultants	\$ 20,917.90
11.0	Reimbursables	\$ -
Design PS&E Sub-Total		\$ 38,860.20

ROW COST SUMMARY		
4.0	Right of Way and Easement Acquisition	\$ 6,938.60
10.0	Subconsultants	\$ 16,771.44
Design PS&E Sub-Total		\$ 23,710.04

SUPPLEMENT NO. 1 TOTAL	\$62,570.24
ORIGINAL CONTRACT TOTAL	\$312,436.38
NEW CONTRACT TOTAL	\$375,006.62



Agenda
Item No.

Date:

February 22, 2023

Subject:

Approval of Amended Purchase Order
2022-PO-19 KCDA and Related
Change Order 1 to Contract 2023-PW-
04 with Northwest Playground to add
Installation of Playworld Systems
Equipment and Benches for Memorial
Park

FROM:

Mark A. Freiberger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiberger to issue Amended Purchase Order 2022-PO-19 with KCDA and related Change Order 1 to Contract 2023-PW-04 with Northwest Playground to add installation of Listed Playworld Systems Equipment and Benches in the amount of \$137,541.90 including sales tax.

Authorize a budget amendment to transfer of \$341,000 in ARPA funds currently budgeted for Olmsted Park to Memorial Park.

ISSUE:

Should Council authorize Public Works Director Mark Freiberger to issue Amended Purchase Order 2023-PO-19 with KCDA and related Change Order 1 to Contract 2023-PW-04 with Northwest Playground to add installation of Listed Playworld Systems Equipment and Benches in the amount of \$137,541.90 including sales tax?

Should Council authorize a budget amendment to transfer \$341,000 in ARPA funds currently budgeted for Olmsted Park to Memorial Park?

BACKGROUND/SUMMARY INFORMATION:

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0707

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

P.O. NUMBER: 2022-PO-19

REVISION NO. 1

VENDOR:

KCDA
Karri Wyman, Contract Specialist
18639 80th Ave South
Kent, WA 98032
Tel: 425-251-8115 Ext. 133
Email: kwyman@kcda.org

SHIP TO:

City of Sedro-Woolley
Nathan Salseina
409 Alexander Street
Sedro-Woolley, WA 98284
Tel: (360) 856-0151
Email: nsalseina@sedro-woolley.gov

PURCHASE ORDER

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Original 12/15/2022 Revision 2/23/2023	Nathan Salseina		Sedro-Woolley, WA	NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	LS	Northwest Playground Equipment Inc., Quote #EA-1262022-00001263, Dated 12/06/2022 (Attached for Reference)	\$483,401.66	\$483,401.66
1	LS	REVISION NO. 1 – TO INCLUDE INSTALLATION Standard Installation of Listed Playworld Systems Equipment and Benches. Per attached Northwest Playground Change Order Per KCDA Contract #22-315 Northwest Playground Equipment Inc.	\$126,650.00	\$126,650.00
			SUBTOTAL	\$610,051.66
			DISCOUNT	INCL
			SHIPPING & HANDLING	INCL
			.086 SALES TAX	\$52,464.44
			OTHER	N/A
			TOTAL	\$662,516.10

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

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: ap@ci.sedro-woolley.wa.us

594.76.63.014.101 \$662,516.10
Memorial Park

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CHANGE ORDER NO. 1

To the **SMALL PUBLIC WORKS AGREEMENT (Contract) No. 2023-PW-04**
Dated **December 23, 2022**
Between **The City of Sedro-Woolley, Washington**
And **Northwest Playground Equipment Inc.**

Change Description

Proposed Change Order No. 1

- Installation

Adding installation of Listed Playworld Systems Equipment and Benches. (Including sales tax) per attached revised C/O proposal received 2/16/2023	\$137,541.90
Total Change Order No. 1	\$137,541.90
Original Contract Not to Exceed	\$524,974.20
New Contract Not to Exceed	\$662,516.10

This Change Order revises the above contract as follows:

5. Payment for Project.

A. **Total Contract Sum for Project.** Contractor will be compensated for this work under terms of Northwest Playground Equipment Quote No. EA-1262022-00001263 dated 12-06-2022, Change Order No. 1, and through KCDA Purchasing Cooperative Agreement 22-315. **No direct payments will be made to the contractor.** Including approved changes orders, the value of this contract is not to exceed **\$662,516.10** (Six hundred sixty-two thousand five hundred sixteen dollars and 10/100) and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, freight, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

DATED this 23rd day of February 2023.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Director of Public Works

CONTRACTOR:

Northwest Playground Equipment Inc.

By: _____

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On December 14, 2024, Council authorized the issuance of Purchase Order 2022-PO-19 to KCDA, the state contract provider for playground equipment and and installation for Memorial Park. The same memorandum authorized issuance of Contract 2023-PW-04 with Northwest Playground Equipment Inc. of Issaquah, WA for the work to be done through the KCDA purchase order. The original amount of the Purchase order was \$524,974.20 including sales tax. The original order included furnishing the labor and equipment for the Splash Pad and equipment only for the Playground equipment.

When Nathan Salseina solicited quotes for the splash pad and playground portion of the project through the state bid process, the original quotes included installation of both the splash pad and playground equipment. However when the original purchase order was issued, the installation portion for the playground, quoted at \$126,650, was excluded. At the time the city planned to do the installation in house. However, the value of the project is well over the state limit for 'day labor', that is labor that can be performed by agency personnel. Staff is currently preparing bid documents for the sidewalk and restroom work.

Staff has confirmed the installation quote from Northwest Playground was still valid. The attached update of Purchase Order 2022-PO-19 and the related Change Order 1 to Contract 2023-PW-04 add back in the installation work to the purchase order and contract. The following analysis updates the budget estimate and addresses use of funds for the project.

**FISCAL IMPACT, IF APPROPRIATE:
REVENUE**

ORIGINAL.....	REVISED
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ARPA Funds for Memorial Park.....	\$600,000.....	\$941,000
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Fund 311 Park Impact Fee.....	\$0.....	\$0
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Fund 101 Misc Park Upgrade Budget.....	\$0.....	\$10,000
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TOTAL REVENUE.....	\$600,000.....	\$951,000
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EXPENSE

KCDA/Northwest Playground.....	\$524,974.20.....	\$662,516.10
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Playground Installation (pending).....	\$10,000.....	\$0...(included in KCDA/NW Playground)
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Sidewalk Contract (pending).....	\$12,000.....	\$130,000
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Fencing Contract (pending).....	\$11,500.....	\$13,000
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Plantings Contract (pending).....	\$5,500.....	\$10,000
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Restroom Contract (pending).....	\$25,000.....	\$100,000
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City work.....	\$9,500.....	\$9,500
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Permits.....	\$2,500.....	\$25,000
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TOTAL EXPENSE.....\$600,000.....\$951,000

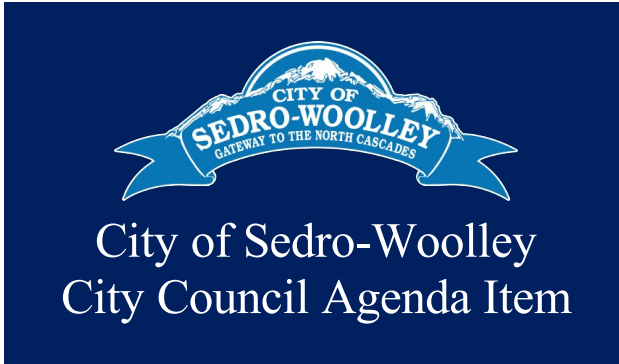
ANALYSIS

The city's preliminary estimate had assumed that city forces would be able to construct certain of the improvements, including the sidewalks and restroom. As noted above, the overall value of the project precludes the city using day labor for the work. The previous and updated budgets shown above reflect this revision.

It has been known for some time that the Memorial Park budget would require additional funding. The plan was to use Fund 311 Park Impact Fee funds, with an estimated balance of \$550,000, to make up this gap. However, as discussed at the 2/8/2023 Council session, we also have an issue with the use of federal funding for Olmsted Park. For Olmsted, we had assumed use of Fund 311 funds in conjunction with ARPA, RCO federal and HUD Community Project Funding (CPF) to complete the Phase I infrastructure project. Recently determined limitations on use of federal funding in conjunction with the RCO federal funds will require shifting ARPA and CPF federal funds to Phases 2 or 3, and using additional Fund 311 Park Impact Fee funds for Phase I. This does leave the opportunity to shift some ARPA funds from Olmsted to Memorial. This is assumed in the above analysis. We have sufficient funds to complete the Olmsted Park Phase I infrastructure project using a combination of RCO federal funds, Park Impact Fee funds, Port of Skagit funds and Sewer Utility funds, and substituting REET funds for ARPA funds. Remaining Park Impact Fee funds and ARPA funds will be used in combination with the HUD Community Project Funds to complete either Phase 2 Structures or Phase 3 Playground improvements. We are still researching how to combine the HUD funds to meet federal requirements. There is not sufficient funding currently available to fund both Phases 2 and 3. This will be the subject of a separate memorandum once this is sorted out.

For purposes of this memorandum, staff recommends a budget amendment shifting \$341,000 of the \$850,000 currently allocated ARPA funds for Olmsted to Memorial. This will leave \$509,000 in ARPA funds for either Phase 2 or 3 of Olmsted. All Fund 311 funds will be used for Olmsted Park Phase 1.

ATTACHMENTS:



Agenda
Item No.

Date:

February 22, 2023

Subject:

Grant Application Approval - IIJA
RAISE Grant for Jones/John Liner/Trail
Rd Corridor Projects

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign and submit a IIJA RAISE Grant application for the Jones/John Liner/Trail Road Corridor Project.

ISSUE:

Should Council authorize Public Works Director Mark Freiburger to sign and submit a IIJA RAISE Grant application for the Jones/John Liner/Trail Road Corridor Project?

BACKGROUND/SUMMARY INFORMATION:

The Jones/John Liner/Trail Road Corridor Project is a major transportation corridor defined in the city's Transportation Plan and the 2020 Jones/John Liner/Trail Road Corridor Scoping Study. The Corridor projects are identified in the City's Transportation Improvement Program as individual segments to be completed by 2027. The attached Project Description includes updated estimates and route information for the Corridor.

The City has made significant progress on the components of the Corridor, including the recently completed right of way acquisition for the future North Trail Road extension from Cook Road to F&S Grade Road, negotiation of a developer agreement with the Bucko family to donate right of way and construct the section of North Trail Rd from Cook Rd to the north Bucko property limits, completion of the section of N Trail from F&S Grade Road to Jones Rd as part of the BYK Gateway Heights development, completion of Phase 1 of the Jones/John Liner Rd BNSF Undercrossing including design and pile driving for the undercrossing structure, and funding and start of design for the Township Street (SR 9) & John Liner Rd / McGarigle Rd Intersection Project. Committed and complete projects total \$9.662 million.

The federal Infrastructure Investment and Jobs Act includes several Transportation programs through FHWA. The RAISE grant opportunity is currently open with applications due on February 28, 2023. Staff prepared a RAISE application in 2022 that was the subject of a Council grant approval memorandum at the April 13, 2022 meeting. The estimate at that time for elements of corridor was \$24.7 million, with a proposed local match of \$2.5 million.

Due to issues with the Benefit/Cost Analysis required with the application, the City did not submit the application.

Since that time, Richie Coleman has been attending the various Bootcamps offered by FHWA intended to assist local agencies with grant access. Richie has taken training on preparation of the Benefit/Cost analysis and believes that the Corridor project fits the profile of a fundable project under IIJA. Richie has volunteered to update the 2022 application and prepare the B/C analysis for the application.

Staff is supportive of this effort, and recommends that council authorize the application.

FISCAL IMPACT, IF APPROPRIATE:

RAISE Grant request (preliminary).....	\$20,792,000
Local Match (City cash and current project partners).....	\$1,441,000
Future TIB and STPUS Grants as match.....	\$6,000,000
Total Match.....	\$7,441,000
TOTAL PROJECT.....	\$27,723,000

Previously committed funding for the Corridor and specifically for Project C1B Jones/John Liner BNSF Railway Undercrossing Phase 2 includes \$500,000 Skagit County Economic Development grant, \$341,000 remaining WSDOT RAILS grant and \$600,000 City Transportation funds from REET (2023 Budget for Project C1B Phase 2 BNSF Undercrossing Design).

Future anticipated grants that may match the RAISE grant are TIB estimated at \$4.0 million and STPUS through SCOG estimated at \$2.0 million.

Projects from the Project Description that are not included in the proposed RAISE grant are C3A Cook Rd/N Trail Rd Intersection Improvements. This project is not warranted within the 2023-2027 timeline for the Corridor and would be constructed at a later date when traffic conditions warrant.

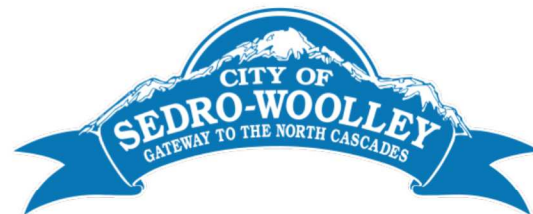
The time of performance for the projects is 2023-2027. There is sufficient time available to secure additional funding as needed.

ATTACHMENTS:

1. Jones Rd - John Liner Rd Trail Rd Corridor Projects One Page Project Description

CITY OF SEDRO-WOOLLEY

JONES/JOHN LINER/TRAIL ROAD CORRIDOR PROJECTS



PROJECT DESCRIPTION

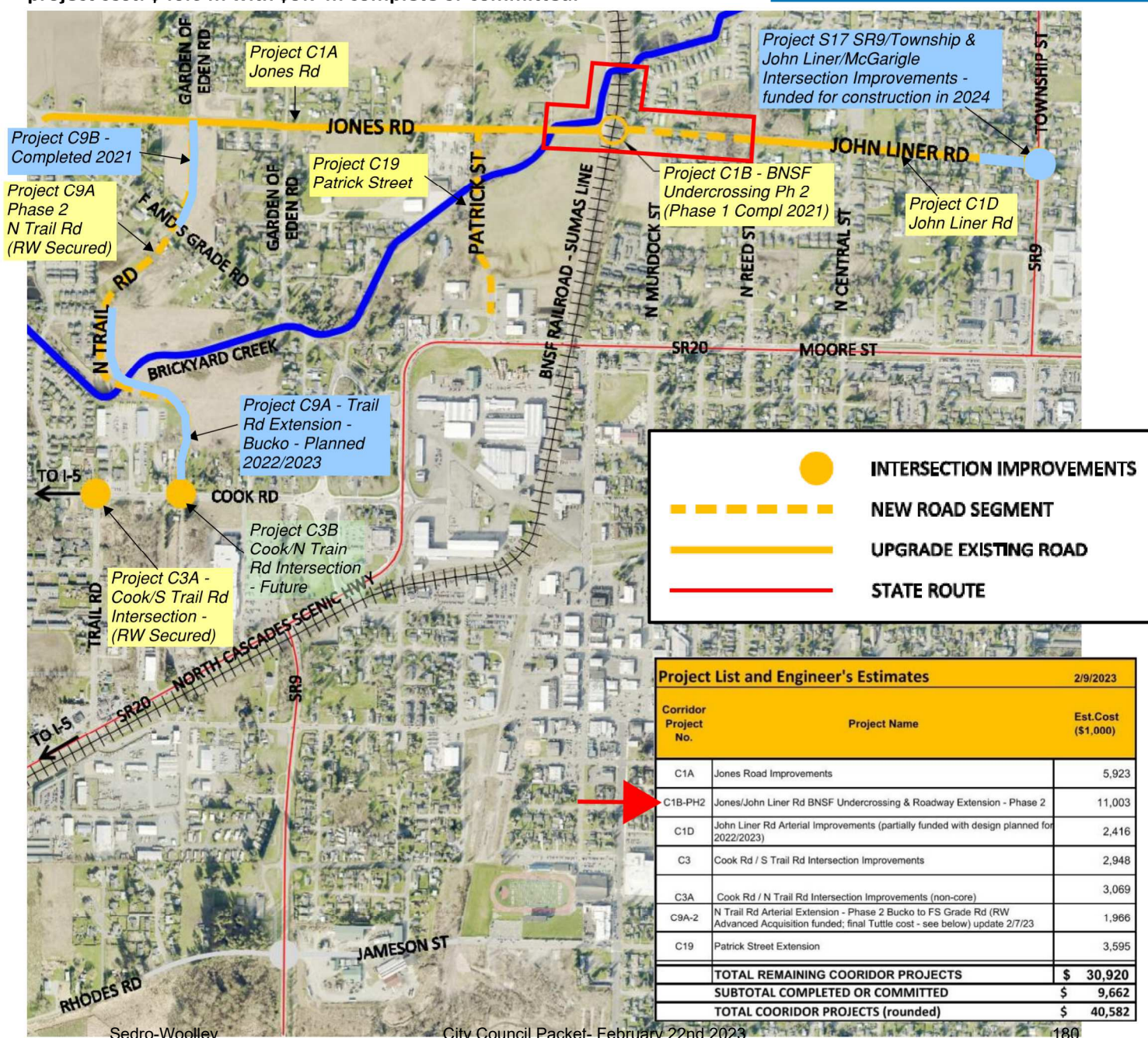
The City of Sedro-Woolley is proposing to construct a system of roadway and rail transportation improvements to stimulate economic development around the State Route (SR) 20 corridor and support the transition from the timber-based past to a modern technology based future. This corridor includes eight distinct project elements, which collectively represent the critical transportation infrastructure improvements necessary to strengthen the local transportation network and relieve congestion on SR 20, while building on significant SR20 corridor improvements completed over the past 10 years. **Total estimated project cost: \$40.6 m with \$9.7 m complete or committed.**

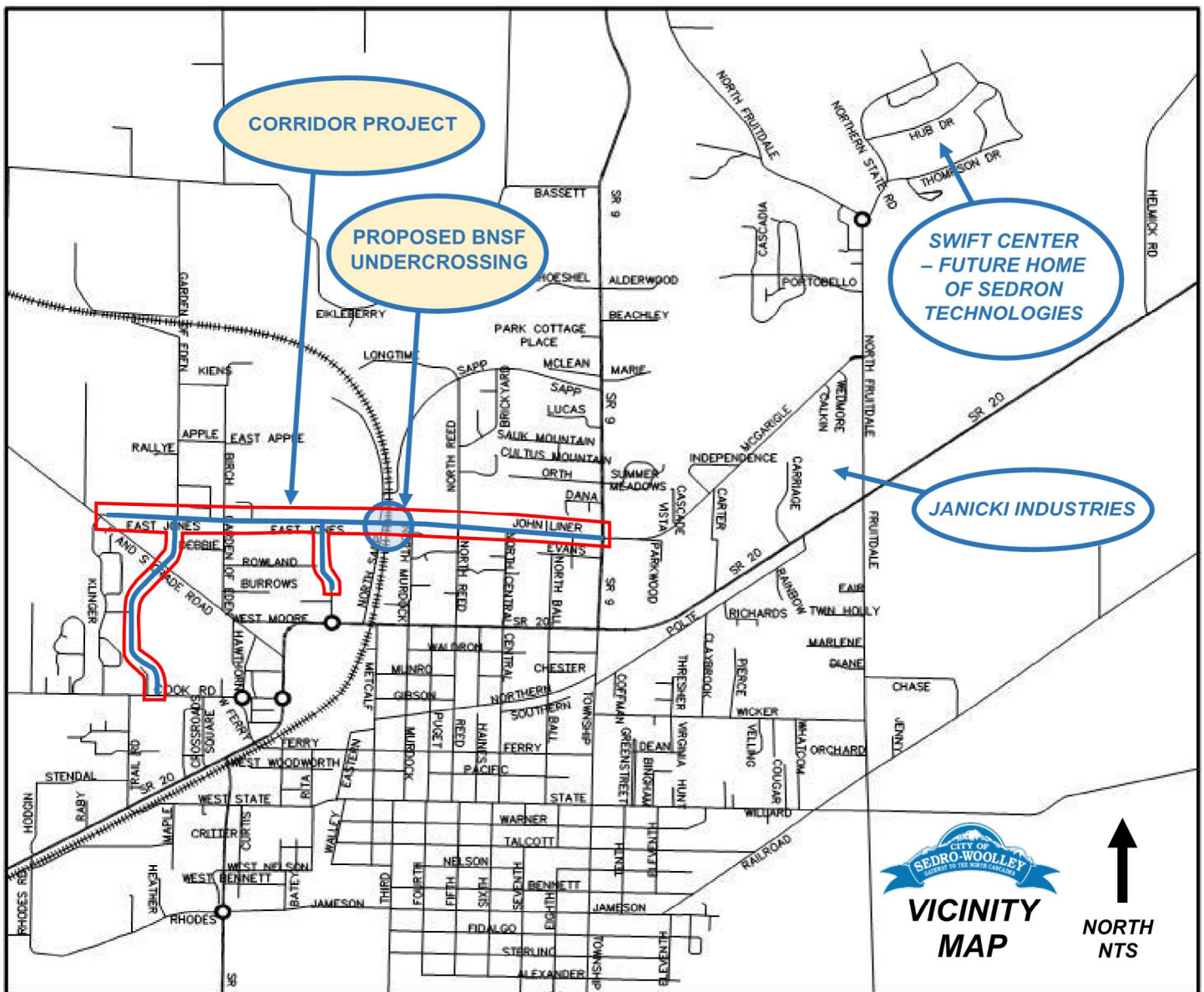
PROJECT STATUS

- Scoping Study is complete.

FUNDING STATUS

- \$9,700,000 complete or committed – Projects C1B Phase 1, C9B and S17.
- \$30,900,000 - Seeking funding for final design, RW and CN for remaining projects.





SUMMARY OF BENEFITS

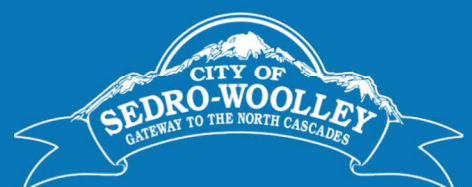
- Identified in the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center EIS as required roadway improvements to mitigate for traffic impacts created by redevelopment of the former Northern States Campus. Sedron Technologies is estimating 600 to 1,000 new hi-tech jobs within the next 10 years and 96 jobs per year in following years.
- Provides key east-west corridor relieving traffic congestion on SR20 between SR9 South and SR9N-Township Street by diverting 5,200 vehicles per day (about 20%) which would otherwise use SR20.
- Identified in City's 2016 Comprehensive Plan as key program to allow for growth and development of the City for next 20 years. City growth is anticipated to occur primarily north of SR20 during this period.
- Provides needed pedestrian and non-motorized facilities to connect neighborhoods east and west of the BNSF Railroad grade.
- Adds new access and alternate routes for improved emergency response times and improved Transit and School Bus routing.
- Replaces narrow and hazardous roadway at current Sapp Road BNSF Railroad Crossing. BNSF is partnering with the City of Sedro-Woolley.

FOR MORE INFORMATION, CONTACT:

Julia Johnson
Mayor
(360) 855-3160

Charlie Bush
City Administrator
(360) 855-9921

Mark A. Freiberger, PE
Director of Public Works
(360) 855-0771





Agenda Item No.	
Date:	February 22, 2023
Subject:	Proposed Amendments to the Accessory Dwelling Unit Regulations, Ch. 17.100 SWMC - Ordinance 2043-23 - 1 st Read

FROM:

John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

No action requested at this time (1st read).

ISSUE:

Should the City Council adopt the recommended amendments to the Accessory Dwelling Unit (ADU) regulations to allow speculative housing built by developers (Spec Homes) to be constructed with an ADU?

BACKGROUND/SUMMARY INFORMATION:

The city received a request from a local development company (BYK Construction) to amend the existing ADU regulations. The Planning Commission reviewed and held a public hearing on the requested amendments. The Planning Commission made amendments to the requested amendments and then the PC made a recommendation that the City Council approve the code amendments as amended by the Planning Commission. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2043-23 (Exhibit A). The Sedro-Woolley Planning Commission recommends to the City Council approval of amendments to Chapter 17.100 SWMC to allow for a speculative home (Spec Home) built by a developer to be constructed with an ADU.

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (Attachment B to this memo) include the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions and recommendations.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2043-23 to adopt amendments to Chapter 17.100 SWMC to amend the accessory dwelling unit requirements to allow spec homes to be constructed with an accessory dwelling unit
2. Planning Commission Findings of Fact, Conclusions and Recommendations

ORDINANCE NO. 2043-23

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.100 SWMC TO AMEND ACCESSORY DWELLING UNIT REQUIREMENTS TO ALLOW SPEC HOMES TO BE CONSTRUCTED WITH AN ACCESSORY DWELLING UNIT

WHEREAS, the city received a request from a local development company (BYK Construction) to amend the existing ADU regulations to address speculative housing (spec homes), and

WHEREAS, the Planning Commission reviewed amendments to the ADU regulations at its September 20 and November 15, 2022 meetings and recommended amendments to the draft requested by BYK Construction; and

WHEREAS, the Planning Commission held a public hearing on December 20, 2022 to review the draft amendments as amended by the Planning Commission and following the public hearing recommended that the City Council adopt amendments to SWMC 17.110.030 to address ADUs at spec homes; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on January 10, 2023. A 25-day expedited review was requested and granted by Commerce. The expedited comment period ended February 4, 2023; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued January 13, 2023; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance; now, therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. SWMC 17.100.030 is hereby amended as set forth in Exhibit A.

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2023, and signed in authentication of its passage this _____ day of _____, 2023.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

Exhibit A

Amendments to SWMC 17.110.030

17.100.030 Standards and criteria

Accessory dwelling units shall meet the following criteria:

- A. Accessory dwelling units are subject to the codes, regulations, and statutes adopted by reference in Chapter 15.04. The design and size of the accessory dwelling unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this title, the director or a designee may recommend modifications that will meet the intent of these codes. Such modifications shall be processed as a variance under this title.
- B. ADUs are permitted on lots with one single-family home. The lot may not contain more than one primary dwelling unit.
- C. Only one ADU shall be permitted per lot.
- D. An accessory dwelling unit may be attached or detached from the principal unit.
- E. An accessory dwelling unit may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or by a combination of the following methods:
 - 1. Alteration of interior space of the dwelling; or
 - 2. Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
 - 3. Addition of attached living area onto an existing dwelling; or
 - 4. Construction of a detached living area.
- F. The maximum size of an accessory dwelling shall not exceed eight hundred square feet, or no more than sixty-six percent of primary dwelling floor area, whichever is smaller. The maximum height of an ADU shall not exceed twenty feet; except the height of a structure containing an ADU over a garage (carriage house) may be increased to twenty-five feet to match the existing roof pitch of the primary residence.
- G. The minimum size of an accessory dwelling unit shall not be less than two hundred five square feet.
- H. The accessory dwelling unit must have a separate entrance from the primary unit.

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

J. One off-street parking space is required in addition to the off-street parking spaces required for the principal residence. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley. Parking shall be developed in accordance with the standards in Chapter 17.36.

K. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the accessory dwelling unit as their permanent residence for more than six months out of each year. The owner shall record a covenant with the Skagit County auditor stating that the owner resides at the property; the covenant shall be approved by the director. The property owner shall submit proof that the covenant has been recorded with the Skagit County auditor's office prior to issuance of the building permit.

The planning director may waive this requirement for temporary absences of less than one year, where the accessory unit has been a permitted use for at least two years and the owner submits proof of absence from the region.

Spec homes may be constructed with an associated ADU under the following conditions:

1. Prior to sale, the spec home builder shall notify prospective purchasers in writing of the limitations on ADUs and the requirements of Chapter 17.100 SWMC, including the owner occupancy requirement;
2. During the closing process of the sale, a covenant stating that the owner resides at the property shall be signed by the purchaser and recorded with the Skagit County Auditor; and
3. The buyer is required to submit a copy of the recorded covenant to the Planning Department after recording.

L. The current owner will notify prospective purchasers of the limitations on ADUs.

M. Upon sale of the property, a new owner shall be required to amend the ADU development authorization application, sign a new affidavit stating that the owner will live on site and pay the Sedro-Woolley ADU reauthorization fee.

N. The ADU may not be segregated in ownership from the principal dwelling unit.

O. All accessory dwelling units shall also be subject to the condition that such a permit shall automatically expire whenever:

1. The accessory dwelling unit is substantially altered and is thus no longer in conformance with the approved plans; or
2. The subject lot ceases to maintain at least three off-street parking spaces; or
3. The owner ceases to own or reside in either the principal or the accessory dwelling unit as specified in subsection K of this section.

P. Recreational vehicles, “park models” or temporary housing shall not be utilized as an accessory dwelling unit.

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

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

S. No more than four occupants may reside in an ADU, regardless of relationship.

T. ADUs shall look like a residential building and resemble the primary dwelling. Metal sided buildings (such as buildings that were originally designed as a shop or garage) must be improved to resemble the primary dwelling. The planning director may approve alternate design of detached ADUs if the proposed building meets the design standards for residential buildings in a planned residential development. This clause is intended to allow for ADU designs that are aesthetically interesting but may not resemble the architecture of the primary dwelling. There are many off-the-shelf ADU designs that provide a high level of aesthetic interest, but may not be similar to the primary dwelling.

U. The address of the ADU shall be the same as the main house with a “b” added to the end of the address number.

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

W. The owner of any accessory dwelling unit established prior to the effective date of the ordinance codified in this chapter may submit application to the city to legally permit the existing unit pursuant to the provisions of this chapter. If application is made within eighteen months from the effective date of the ordinance codified in this chapter, no penalty shall be imposed for the maintenance of the nonpermitted accessory dwelling unit.

If the owner of an existing unauthorized ADU applies to make the unit legal, but cannot meet all of the standards, the owner will be allowed a “grace period” of six months from date of application to comply with applicable standards. However, where health and safety is an issue, the building official will determine when the necessary modifications must be made. If the owner cannot meet the standards, the unauthorized accessory unit must be removed or its use as a dwelling must be suspended.

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO
CHAPTER 17.100 SWMC TO ALLOW
ADUS WITH SPEC HOMES IN NEW
DEVELOPMENTS**

**PROPOSED AMENDMENTS TO
CHAPTER 17.100 SWMC TO
ALLOW ADUS WITH SPEC
HOMES IN NEW DEVELOPMENTS
- FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, December 20, 2022** under a request by BYK Construction for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC). **File #2022-255.**

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Chapter 17.100 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, December 20, 2022
Proponent:	BYK Construction

Description of proposal

At the request of BYK Construction, a local developer, the Planning Commission reviewed a request to amend Chapter 17.100 SWMC to modify the existing ADU regulations to allow new spec homes to be built with an associated ADU. Current regulations would prevent developers from constructing an ADU with a new home because they were written with the existing homeowner in mind. Many builders, including BYK Construction, construct residential homes “on-spec”, meaning that they build a home on the speculation that someone will buy the house. When the permits for a spec home are issued, the owner of the property is the developer. The homes are not sold prior to the permitting process for the home. Current regulations require that the property owner live in the main house or the ADU for an ADU permit to be issued. Because the builder would not be living in the home, the Planning Department cannot issue an ADU permit to a spec builder. The amendments

proposed herein would allow spec builders to obtain an ADU permit to construct new spec homes with an associated ADU under specific conditions.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. In March of 2020, the city passed regulations to allow ADUs in the Residential 1 (R-1), Residential 5 (R-5) and Residential 7 (R-7) zones. These regulations include specific criteria for how ADUs shall be constructed and under what scenarios they are allowed. These regulations are codified in Chapter 17.100 SWMC.
3. BYK Construction submitted a zoning code amendment request to the Planning Department on August 2, 2022 with a letter requesting amendments to Chapter 17.100 SWMC (**Exhibit B**) to allow new spec homes to be built with an associated ADU. BYK Construction expressed concern over the fact that the existing ADU regulations were created with the existing homeowner in mind. Spec builders are currently restricted from obtaining an ADU permit, as the existing ADU regulations require that the owner must live in the main house or the ADU for a permit to be issued.
4. The Planning Commission reviewed BYK Construction's proposed amendments at the September 20, 2022 meeting and tasked staff with incorporating the request into a first draft of amendments to SWMC 17.100.030. The first draft of amendments would allow spec homes to be constructed with an associated ADU under the following conditions:
 1. The spec home builder shall notify prospective purchasers prior to sale of the limitations on ADUs and the requirements of Chapter 17.100 SWMC, including the owner occupancy requirement;
 2. During the closing process of the sale, a covenant stating that the owner resides at the property shall be signed by the purchaser and recorded with the Skagit County Auditor by the Title Company; and
 3. The buyer is required to submit a copy of the recorded covenant to the Planning Department after recording.
5. The Planning Commission reviewed the first draft of proposed amendments at the December 20, 2022 meeting and requested one change – to remove “by the Title Company” from Condition 2 above, as that particular requirement was found to be an unnecessary restriction on the recording of the owner occupancy covenant.
6. The Planning Commission held a public hearing on December 20, 2022. The Notice of Public Hearing was published in the legal notices section of the December 8, 2022 Skagit Valley Herald as shown in **Exhibit C**. The notice was also posted on the City website. In said notice, a deadline for written comments was set for December 20, 2022 at 4:00 PM. The Planning Department did not receive any written comments and no comments were made at the public hearing.

7. At the December 20, 2022 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments with the minor change described in Finding of Fact #5 herein. The motion to recommend approval carried 5 – 0. Staff has incorporated the requested change to SWMC 17.100.030 in **Exhibit A**.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Chapter 17.100 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce January 24, 2023 for 60-day review. Expedited review was requested and granted by Commerce. A SEPA DNS (**Exhibit D**) was issued on January 13, 2023; and
2. Adoption of the proposed amendments to Chapter 17.100 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 17.100 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended amendments to Chapter 17.100 SWMC

Exhibit B: BYK Construction Zoning Code Amendment Request

Exhibit C: Notice of December 20, 2022 Public Hearing

Exhibit D: SEPA DNS issued January 13, 2023

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Chapter 17.100 SWMC to modify the existing ADU regulations to allow new spec homes to be built with an associated ADU, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, December 20, 2022** at which time a quorum was present and the decision was for approval by a vote of 5 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.



Joe Fattizzi, Planning Commission Chair

2-16-2023

Date

17.100.030 Standards and criteria.

Exhibit A

to PC Findings & Recommendation

Accessory dwelling units shall meet the following criteria:

- A. Accessory dwelling units are subject to the codes, regulations, and statutes adopted by reference in Chapter 15.04. The design and size of the accessory dwelling unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this title, the director or a designee may recommend modifications that will meet the intent of these codes. Such modifications shall be processed as a variance under this title.
- B. ADUs are permitted on lots with one single-family home. The lot may not contain more than one primary dwelling unit.
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- D. An accessory dwelling unit may be attached or detached from the principal unit.
- E. An accessory dwelling unit may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or by a combination of the following methods:
 - 1. Alteration of interior space of the dwelling; or
 - 2. Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
 - 3. Addition of attached living area onto an existing dwelling; or
 - 4. Construction of a detached living area.
- F. The maximum size of an accessory dwelling shall not exceed eight hundred square feet, or no more than sixty-six percent of primary dwelling floor area, whichever is smaller. The maximum height of an ADU shall not exceed twenty feet; except the height of a structure containing an ADU over a garage (carriage house) may be increased to twenty-five feet to match the existing roof pitch of the primary residence.
- G. The minimum size of an accessory dwelling unit shall not be less than two hundred five square feet.
- H. The accessory dwelling unit must have a separate entrance from the primary unit.
- I. The ADU shall be billed as a unit for monthly city utility billing purposes. Utilities between the primary dwelling unit and the ADU may be shared and may require upgrades to be in

compliance with utility regulations. In all cases, the utility service shut-offs must be accessible to occupants of both units.

J. One off-street parking space is required in addition to the off-street parking spaces required for the principal residence. Parking must be provided on the subject property, either off of an alley or on a driveway. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley. Parking shall be developed in accordance with the standards in Chapter 17.36.

K. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the accessory dwelling unit as their permanent residence for more than six months out of each year. The owner shall record a covenant with the Skagit County auditor stating that the owner resides at the property; the covenant shall be approved by the director. The property owner shall submit proof that the covenant has been recorded with the Skagit County auditor's office prior to issuance of the building permit.

The planning director may waive this requirement for temporary absences of less than one year, where the accessory unit has been a permitted use for at least two years and the owner submits proof of absence from the region.

Spec homes may be constructed with an associated ADU under the following conditions:

1. Prior to sale, the spec home builder shall notify prospective purchasers in writing of the limitations on ADUs and the requirements of Chapter 17.100 SWMC, including the owner occupancy requirement;
2. During the closing process of the sale, a covenant stating that the owner resides at the property shall be signed by the purchaser and recorded with the Skagit County Auditor; and
3. The buyer is required to submit a copy of the recorded covenant to the Planning Department after recording.

L. The current owner will notify prospective purchasers of the limitations on ADUs.

M. Upon sale of the property, a new owner shall be required to amend the ADU development authorization application, sign a new affidavit stating that the owner will live on site and pay the Sedro-Woolley ADU reauthorization fee.

N. The ADU may not be segregated in ownership from the principal dwelling unit.

O. All accessory dwelling units shall also be subject to the condition that such a permit shall automatically expire whenever:

1. The accessory dwelling unit is substantially altered and is thus no longer in conformance with the approved plans; or

2. The subject lot ceases to maintain at least three off-street parking spaces; or
3. The owner ceases to own or reside in either the principal or the accessory dwelling unit as specified in subsection K of this section.

P. Recreational vehicles, “park models” or temporary housing shall not be utilized as an accessory dwelling unit.

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

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

S. No more than four occupants may reside in an ADU, regardless of relationship.

T. ADUs shall look like a residential building and resemble the primary dwelling. Metal sided buildings (such as buildings that were originally designed as a shop or garage) must be improved to resemble the primary dwelling. The planning director may approve alternate design of detached ADUs if the proposed building meets the design standards for residential buildings in a planned residential development. This clause is intended to allow for ADU designs that are aesthetically interesting but may not resemble the architecture of the primary dwelling. There are many off-the-shelf ADU designs that provide a high level of aesthetic interest, but may not be similar to the primary dwelling.

U. The address of the ADU shall be the same as the main house with a “b” added to the end of the address number.

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

W. The owner of any accessory dwelling unit established prior to the effective date of the ordinance codified in this chapter may submit application to the city to legally permit the existing unit pursuant to the provisions of this chapter. If application is made within eighteen months from the effective date of the ordinance codified in this chapter, no penalty shall be imposed for the maintenance of the nonpermitted accessory dwelling unit.

If the owner of an existing unauthorized ADU applies to make the unit legal, but cannot meet all of the standards, the owner will be allowed a “grace period” of six months from date of application to comply with applicable standards. However, where health and safety is an issue, the building official will determine when the necessary modifications must be made. If the owner cannot meet the standards, the unauthorized accessory unit must be removed or its use as a dwelling must be suspended.



BYK Construction, Inc.
702 Metcalf St, Ste A
Sedro-Woolley, WA 98284
Phone: 360.755.3101

Exhibit B
to PC Findings & Recommendation

August 1, 2022

City of Sedro-Woolley
John Coleman, Planning Director
325 Metcalf Street
Sedro-Woolley, WA 98284

RE: Accessory Dwelling Unit proposed Code Amendment

Dear Mr. Coleman,

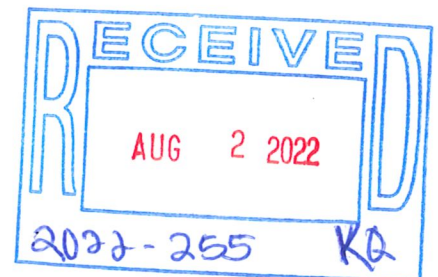
With this letter we are requesting to add language to the City of Sedro-Woolley Zoning Code, Section 17.100.030 Standards and Criteria. The proposed language is attached for your review along with a non-project related SEPA Checklist.

Please let me know if there is anything else you need. Thank you in advance for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Woodmansee', is written over a faint blue circular stamp.

Paul Woodmansee, President
BYK Construction, Inc.

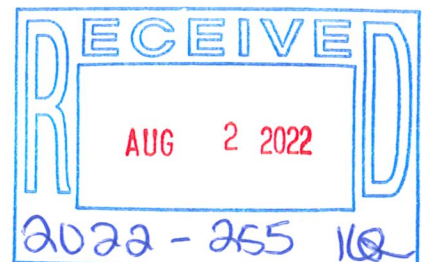


City of Sedro-Woolley Zoning Code proposed Amendment to 17.100.030 Standards and Criteria.

With this request we are asking to update the code language to add requirements for spec homes being built with ADU's

K. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the accessory dwelling unit as their permanent residence for more than six months out of each year. The owner shall record a covenant with the Skagit County auditor stating that the owner resides at the property; the covenant shall be approved by the director. The property owner shall submit proof that the covenant has been recorded with the Skagit County auditor's office prior to issuance of the building permit.

Added Language: *If the property is being permitted for construction by a Builder as part of a spec home for sale, the Builder must acknowledge the requirement of the covenant with the closing of the property. During the closing process the covenant will be signed by the buyer and recorded by the Title company. The buyer is required to submit the recorded covenant to the City of Sedro-Woolley with the new Property Owner's information.*





BYK Construction, Inc.

Main Office: 702A Metcalf Street, Sedro Woolley, WA 98284

To Sedro-Woolley Planning Commission,

There are many barriers to home ownership for members of our community. In the past it has been a lack of a down payment, buyer's credit score, or lack of past tax returns. Today it comes down to two things- Lack of inventory and the cost of housing.

I am not here again to speak about the lack of inventory so you can all take a big sigh of relief. Today I am bringing to your attention the cost of a single family home.

Everyone knows how interest rates have been moving recently. They are at a 15 year high of 7%. This increase has been extremely dramatic in the last six months with interest rates doubling in the last 6 months, adding 100's of dollars to buyers mortgages monthly. This increase in interest rates has been very difficult for builders and buyers. We have experienced buyers completely walk away from the option of buying a home. They are deciding to rent and waiting for housing prices to drop or mortgage interest rates to drop. The advantages of homeownership have been broadcasted for decades, but the most important advantage is wealth building for homeowners. American homeownership is one of the widespread method of creating wealth in our country.

Mortgage rate increases have shut down construction activity. BYK alone did not start a house for 6 months in Sedro-Woolley this year. We just could not afford to keep building when buyers were not even walking through our projects. Mortgage rates and the cost of housing is the largest barrier to buying a home right now. This is not just a buyer problem, as builders we get to deal with this. We do not just stop building forever, we have jobs to finish, peoples jobs to maintain and houses to build, so we have to adjust what we build to meet what people can afford and what they need.

At BYK we felt like a great way for us to break the cost barrier for our buyers was to build something like an ADU that provides additional income for our buyers. The purpose and intent chapter of your ADU code says, one intent is to "Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship and or security". If we were able to build ADU for our clients as new construction spec homes we sell, the ADU we build provides all those intents that SW put in the code.

With an ADU, the buyer can get a rental income that assists them in breaking the barrier of the cost of housing. When a buyer submits for a mortgage their income is reviewed, and they are told what they can afford for a sales price based off their income. When a Lender can factor in an extra \$600 to \$1200 of additional income for their borrowers, it increases their purchasing power tremendously. The buyers income from their hard work, as well as the future rents they would receive are both calculated as income for the buyer.

With an ADU, the buyer can have companionship and security. A buyer could have parents live with them in the ADU, they could have adult children, they could have a 3rd party tenant. All these possible tenants provide the buyers with the companionship and security to their lives that was intended by the SW ADU code.

Lastly, the last point I would like to bring up is when professional home builders construct new communities, we design for the home and ADU to complement each other and fit in the neighborhood. If ADU's were only allowed to be built by current home owners on historic lots, the external and fundamental factors of layout and design can often be very difficult to design appropriately often creating frustration from neighbors nearby. When we design and build ADU's in a NEW neighborhood that we are selling on spec, our buyers know that an ADU is a potential aspect of our community well before they ever make an offer on a home. And when the ADU is constructed it is built to meet the design criteria without having to make variations to the code due to the existing homes nuances. It's the opposite of putting a square peg through a round hole, it's putting a square peg through an appropriately sized square hole.

The current ADU code is completely restrictive for builders to build ADU buildings for spec home construction. With simple addition of language that the Builder of a spec home and ADU must acknowledge the requirement of the covenant that the owner must live on the property and have this covenant completed and executed at the closing process by a title company, we can break down a current barrier of housing costs for our neighbors and community members.

Thank you for your time.

Be Blessed,

Paul Woodmansee 11.15.2022

360-755-3101

paul@bykconstruction.com

NOTICE OF PUBLIC HEARINGS

CITY OF SEDRO-WOOLLEY Amendments to Development Regulations Hybrid Meeting

City of Sedro-Woolley Council Chamber and Virtually via Zoom Webinar

Exhibit C to PC Findings & Recommendation
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The City of Sedro-Woolley Planning Commission will hold public hearings on **December 20, 2022 at 6:30 PM** in the Sedro-Woolley Council Chamber and virtually via Zoom Webinar, to hear testimony regarding following proposed amendments to the City Development Regulations:

1. Possible amendments to create a new chapter in Title 17 SWMC to address state requirements for homeless encampments operated by religious organizations
2. Possible amendments to Title 17 SWMC to address retail uses associated with breweries, distilleries and wineries in the industrial and commercial zones.
3. Requested amendments to the Accessory Dwelling Unit (ADU) regulations in Ch 17.100 SWMC to address ADUs for spec-built homes

Interested parties can comment on the proposed changes in writing or at the hearing. Written comments will be read into the public record and **must be received by 4:00PM December 20, 2022** to be considered at this public hearing. Send written comments to: City of Sedro-Woolley Planning Department, ATTN: Assistant Planner, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email to nmcgowan@sedro-woolley.gov.

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://www.ci.sedro-woolley.wa.us/>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: December 8, 2022

CITY OF SEDRO-WOOLLEY
SEPA Notice of Threshold Determination
Determination of Non-significance (DNS)

Exhibit D
to PC Findings &
Recommendation

Project Description: Non-project action to amend Chapter 17.100 of the Sedro-Woolley Municipal Code to provide regulations that would allow builders to construct an Accessory Dwelling Unit (ADU) and a spec-built single-family home on a lot simultaneously for the purposes of sale.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific address, non-project action.

Lead Agency, City of Sedro-Woolley: The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Comments must be received by **January 27, 2023**. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **February 10, 2023**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Assistant Planner at (306) 855-0771 or electronically at nmcgowan@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

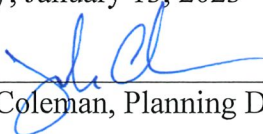
Responsible SEPA Official: Planning Director – City of Sedro-Woolley

Contact Person: Nicole McGowan, Assistant Planner

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

Date of Issue: Friday, January 13, 2023

Signature:


John Coleman, Planning Director



Agenda
Item No.

Date:

Subject:

February 22, 2023

Proposed Amendments to Title 17
SWMC to Address Alcohol Production
Establishments - Ordinance 2044-23 -
1st Read

FROM:

John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

No action requested at this time (1st read).

ISSUE:

Should the City Council adopt the recommended amendments Title 17 SWMC to create a definition for Alcohol Production Establishments and specify regulations for the establishments in the Industrial zone, Mixed Commercial zone and Central Business District?

BACKGROUND/SUMMARY INFORMATION:

Breweries, distilleries and wineries are permitted uses in the Industrial Zone. The making of alcohol is typically considered a large-scale manufacturing process that has some minor impacts, thus it is categorized as an industrial use. However, per 17.28.010A(6), retail and service uses associated with those processes – including gift shops, retail sales of the product, restaurants and tasting rooms – are limited to 5% of the total site. Staff presented this issue to the Business Development Committee of the City Council, and the committee approved the Planning Commission to study the topic in depth and propose making changes to the zoning code that would allow restaurants, tasting rooms and the other retail aspects of breweries, distilleries and wineries in the Industrial Zone. While reviewing the issue, the Planning Commission found that breweries, distilleries and wineries – and associated restaurants and tasting rooms – can be beneficial in the Mixed Commercial zone and CBD if they are regulated well. The attached amendments are intended to define breweries, distilleries and wineries under the term “Alcohol Production Establishments” and amend the zoning code to allow and regulate them in the Industrial zone, Mixed Commercial zone and CBD.

The Planning Commission reviewed and held a public hearing on the proposed amendments and then made a recommendation that the City Council approve the code amendments. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2044-23 (Attachment A). The Sedro-Woolley Planning Commission recommends that the City Council approve amendments to Chapter 17.20 SWMC to define the term “alcohol production establishment.” The Planning Commission also recommends that City Council approve amendments to: Chapter 17.20 SWMC to set criteria by which alcohol serving establishments may be permitted in the Mixed Commercial zone; Chapter 17.24 SWMC to set criteria by which alcohol serving establishments may be permitted in the Central Business District; and Chapter 17.28 SWMC to set criteria by which alcohol serving establishments may be permitted in the Industrial zone.

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (Attachment B to this memo) include the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions and recommendations.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2044-23 to adopt amendments to Title 17 SWMC to define alcohol production facilities and establish regulations for their use in the Central Business District, Mixed Commercial zone and Industrial zone
2. Planning Commission Findings of Fact and Recommendation

ORDINANCE NO. 2044-23

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO TITLE 17 SWMC TO DEFINE ALCOHOL PRODUCTION ESTABLISHMENTS AND ESTABLISH REGULATIONS FOR THEIR USE IN THE CENTRAL BUSINESS DISTRICT, MIXED COMMERCIAL ZONE AND INDUSTRIAL ZONE

WHEREAS, breweries, distilleries and wineries are currently only a permitted use in the Industrial zone as a form of processing, and

WHEREAS, the Business Development Committee of the City Council requested that the Planning Commission study the topic in depth and propose making changes to the zoning code that would allow breweries, distilleries and wineries to have some amount of restaurant, tasting room and other retail aspects, and

WHEREAS, the Planning Commission discussed possible amendments to allow breweries, distilleries and wineries to have some amount of associated commercial/retail uses and discussed what zones should be allowed to have breweries, distilleries and wineries at its August 16 and September 20, 2022 meetings; and

WHEREAS, the Planning Commission held a public hearing on December 20, 2022 to review draft amendments to Chapters 17.04, 17.20, 17.24 and 17.28 SWMC and following the public hearing recommended that the City Council adopt amendments to define and address alcohol production establishments; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on January 10, 2023. A 25-day expedited review was requested and granted by Commerce. The expedited comment period ended February 4, 2023; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued January 13, 2023; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance; now, therefore,

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY
ORDAIN AS FOLLOWS:**

Section 1. SWMC 17.04.030 Definitions is hereby amended as follows:

...

“Alcohol serving establishment” means a business licensed to allow on-premises consumption of liquor, wine or beer where the sale and on-premises consumption of said product is the prime source (more than fifty percent) of revenue for the premises. It is not meant to include restaurants where food is prepared and served on the premises and where the sale of liquor, wine or beer is incidental to and not the prime source of revenue for the premises.

“Alcohol production establishment” means a business involved with the manufacturing, bottling, warehousing, and distribution of alcoholic beverages, excluding alcohol serving establishments and specifically including breweries, distilleries and wineries. Food and/or alcoholic beverage service may be allowed accessory to such establishments.

“Area” means total horizontal area. “Lot area” for purposes of calculating buildable area shall not include:

1. The area encompassed in flag driveways to a property set back from a private or public drive, street or road;
 2. Easements for ingress and/or egress; or
 3. Easements for gas or power transmission lines.
- ...

Section 2. SWMC 17.20.010 Use Restrictions is hereby amended as follows:

Use restrictions in the mixed commercial (MC) zone shall be as follows:

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;
3. *Repealed by Ord. 1709-11*;
4. Public utilities, other than wireless communications facilities;
5. Health facilities and services;
6. Alcohol production establishments, subject to the following conditions:
 - a. A minimum of 50% of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area; and
 - b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), “high intensity sales and service”, and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage.”

B. Conditional Uses.

1. Quasi-public uses.
2. Wireless communications facilities.
3. Public uses.
4. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone.

Section 3. SWMC 17.24.010 Use Restrictions is hereby amended as follows:

Use restrictions in the central business district shall be as follows:

A. Permitted Uses.

1. All forms of commerce; geared to the centralized provision of goods and services within easy walking distance. Commercial retail and office use on the first floor, and retail compatible uses on the second floor;
2. Multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy. An exception from the buffering and fencing requirement exists for upper story residences in existing buildings in an area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south;
3. Multifamily housing, between two and four units per building, may be allowed independent of commercial uses outside of the area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south. Also excluded is property fronting on Metcalf Street, West Ferry Street, West State Street and property abutting the tracks between Rita Street and Walley Street (south of State Street). Multifamily housing per this subsection must also meet the following:
 - a. The front entries must be oriented towards the public right-of-way,
 - b. The development must meet the requirements of the Sedro-Woolley design standards for the CBD and multifamily development;
4. Parking lots serving any use; provided they are at the rear of a retail or commercial building, or facing a street other than Metcalf, Ferry, Woodworth, or State;
5. *Repealed by Ord. 1709-11*;
6. Public uses;
7. Public facilities.

B. Conditional Uses.

1. Alcohol serving establishments.

2. Alcohol production establishments, subject to the following conditions:

- a. A minimum of 60% of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
- b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), “high intensity sales and service”, and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage”; and
- c. A maximum of 25% of the building’s street frontage may be designed to display the production portion of the facility or other non-retail/non-commercial uses, provided that all other applicable design standards are met. At minimum, 75% of the building’s street frontage must display a retail/commercial storefront.

32. All uses not permitted above.

43. Quasi-public uses.

C. Prohibited Uses. Adult entertainment establishments; heavy industrial uses as defined in Chapter 17.28; wireless communication towers.

Section 4. SWMC 17.28.010 Use Restrictions is hereby amended as follows:

Use restrictions in the industrial (I) zone shall be as follows:

A. Permitted Uses.

1. Office parks, medical services, wholesaling, and light manufacturing and processing;
2. Industrial equipment, supplies, services, including storage;
3. Agricultural processing;
4. Parking lots serving any use;
5. Trade schools, warehouses, storage, utilities other than wireless communications facilities, government services;

6. Limited retail and service uses up to five percent of the total site;
7. Live-work units as a transition between industrial and residential;
8. On-site day care serving a specified permitted use;
9. On-site recreational facilities serving a specified permitted use;
10. Adult entertainment establishments, as herein defined; provided, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any other adult entertainment establishment; and provided further, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any residential zone, seven hundred fifty feet from any school, public or private, seven hundred fifty feet from any church, and seven hundred fifty feet from any park. Distances as provided in this subsection shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed use is to be located to the nearest point of the parcel property of the land use from which the proposed use is to be separated.;

11. Alcohol production establishments, subject to the following conditions:

- a. A minimum of 50% of the building floor area shall be designated for production. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
- b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), “high intensity sales and service”, and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage”; and
- c. SWMC 17.28.010(A)(6), which limits retail and service uses to 5% of the total site, does not apply.

B. Conditional Industrial Uses.

1. Vehicle wrecking yards, vehicle impound lots;
2. Power generation facilities;
3. Airports, heliports;
4. Prisons;
5. Incinerators;
6. Animal slaughtering and meat packing, food processing;
7. Wireless communication facilities;
8. On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed as a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements;
9. Garbage and/or recycling transfer stations or sorting facilities;
10. Composting facilities;
11. All uses not permitted above or otherwise prohibited.

C. Prohibited Uses. Residential uses other than those that are ancillary to an industrial use listed above.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 6. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2023, and signed in authentication of its passage this _____ day of _____, 2023.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO
TITLE 17 SWMC TO ADDRESS
ALCOHOL PRODUCTION
ESTABLISHMENTS**

**PROPOSED AMENDMENTS TO
TITLE 17 SWMC TO ADDRESS
ALCOHOL PRODUCTION
ESTABLISHMENTS - FINDINGS
OF FACT, CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, December 20, 2022** under a request by the City Council for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Title 17 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, December 20, 2022
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to SWMC 17.04.030 to define “Alcohol Production Establishment,” amendments to SWMC 17.20.010 and 17.28.010 to add Alcohol Production Establishments as a permitted use in the Mixed Commercial and Industrial zones and amendments to SWMC 17.24.010 to add Alcohol Production Establishments as a conditional use in the Central Business District zone.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. Breweries, distilleries and wineries are currently permitted uses in the Industrial zone only. The making of alcohol is typically considered a large-scale manufacturing process that has some minor impacts, thus it is categorized as an industrial use. However, per

17.28.010 (A)(6), retail and service uses associated with those processes – including gift shops, retail sales of the product, restaurants and tasting rooms – are limited to 5% of the total site. Staff presented this issue to the Business Development Committee of the City Council and the committee approved the Planning Commission to study the topic in depth and propose changes to the zoning code that would allow restaurants, tasting rooms and other retail aspects of breweries, distilleries and wineries in the Industrial zone.

3. Staff found that breweries, distilleries and wineries fit well with the intents of the Mixed Commercial and Central Business District zones in addition to the Industrial zone. A first draft of amendments was created which included a definition for “Alcohol Production Establishments” under SWMC 17.04.030 and worked to include Alcohol Production Establishments as permitted uses in the Mixed Commercial and Industrial zones with specific requirements under SWMC 17.20.010 and 17.28.010, respectively. Alcohol Production Establishments were also added as a conditional use in the Central Business District zone with specific requirements under SWMC 17.24.010.
4. The Planning Commission reviewed the first draft of amendments at the August 16, 2022 meeting and requested minor changes. The requested changes were incorporated into a second draft of amendments. Staff was also tasked with analyzing whether the definition for “Alcohol Serving Establishment” would need to be addressed as part of this development code update with the concern that it may overlap with the new definition for “Alcohol Production Establishments.”
5. Staff found that by specifically excluding “Alcohol Serving Establishment” from the new definition for “Alcohol Production Establishment”, it was clear that they are different uses in the zoning code and, as such, are regulated differently. The draft definition was also written to ensure the two terms were not in conflict with one another. Therefore, staff determined that it would not be necessary to amend the existing definition for “Alcohol Serving Establishment” as part of this development code update.
6. The second draft of amendments was presented at the September 20, 2022 meeting. Following review, the Planning Commission requested one edit. The Planning Commission also requested that staff research into a number of items to include in the third draft, including exploring which zones other local jurisdictions allow Alcohol Production Establishments, how those jurisdictions each handle size limitations on such facilities to consider possible alternatives, possible requirements for parking and possible design standards for Alcohol Production Establishments in the Central Business District.
7. Staff conducted the requested research and found that, after considering examples of regulations from Bellingham, Woodinville and Seattle, the Industrial, Mixed Commercial and Central Business District zones, as proposed, would be the best locations for Alcohol Production Establishments and that using floor area percentages would be the best way to place size limitations on the retail and/or production portions of such a facility as opposed to using square footage maximums as previously proposed. By doing so, it would ensure the use of the facility fits well with the intended uses of the underlying zone in which the facility is located. The third draft amendments were updated with that change. It was also clarified that outdoor seating areas are excluded

from floor area calculations and any kitchen floor area is to be counted in the calculation for production floor area. Staff also updated the draft to specify that the number of parking stalls required for an Alcohol Production Establishment would be based on a combination of the requirements under SWMC 17.36.030 (G), “high intensity sales and service,” and (M), “industry, wholesaling, warehousing, non-passenger transportation facilities except ministorage.” Lastly, a requirement was added that, in the Central Business District, a maximum of 25% of the Alcohol Production Establishment’s street frontage may be designed to display the production portion of the facility or other non-retail/non-commercial uses, provided that all other applicable design standards are met. At minimum, 75% of the building’s street frontage must display a retail/commercial storefront. This requirement is meant to prevent alcohol production facilities located in the Central Business District from presenting an overly industrial look where the atmosphere is intended to be primarily commercial/retail.

8. At the December 20, 2022 meeting, the Planning Commission reviewed the third draft of proposed amendments and held a public hearing. The Notice of Public Hearing was published in the legal notices section of the December 8, 2022 Skagit Valley Herald as shown in **Exhibit B**. The notice was also posted on the City website. In said notice, a deadline for written comments was set for December 20, 2022 at 4:00 PM. The Planning Department did not receive any written comments, however two comments were made at the public hearing. The first comment was made by Terry Sapp (804 Ferry St.). He generally spoke in favor of allowing carefully regulated Alcohol Production Establishments within city limits in appropriate zoning districts, as it would prevent such facilities from being scattered in ill-suited locations throughout the County. The second comment was made by Phillip Murray (101 W Woodworth). He spoke on his concern that Alcohol Production Establishments involve industrial use and may cause conflicts of interest if located in zones other than the Industrial zone.
9. At the December 20, 2022 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments. The motion to recommend approval carried 5 – 0.
10. The Planning Commission’s recommended amendments are found in **Exhibit A**.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Title 17 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce on January 10, 2023 for 60-day review. A 25-day expedited review was requested and granted by Commerce. The expedited comment period ended February 4, 2023. A SEPA DNS (**Exhibit C**) was issued on January 13, 2023; and
2. Adoption of the proposed amendments to Title 17 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Title 17 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended amendments to Title 17 SWMC

Exhibit B: Notice of December 20, 2022 Public Hearing

Exhibit C: SEPA DNS issued January 13, 2023

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Title 17 SWMC to address Alcohol Production Establishments at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, December 20, 2022** at which time a quorum was present and the decision was for approval by a vote of 5 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.



Joe Fattizzi, Planning Commission Chair

2-16-2023
Date

Exhibit A

To PC Findings and Recommendation

Proposed Amendments to Chapter 17.04, 17.20, 17.24 and 17.28 SWMC

17.04.030 Definitions.

...

"Alcohol serving establishment" means a business licensed to allow on-premises consumption of liquor, wine or beer where the sale and on-premises consumption of said product is the prime source (more than fifty percent) of revenue for the premises. It is not meant to include restaurants where food is prepared and served on the premises and where the sale of liquor, wine or beer is incidental to and not the prime source of revenue for the premises.

"Alcohol production establishment" means a business involved with the manufacturing, bottling, warehousing, and distribution of alcoholic beverages, excluding alcohol serving establishments and specifically including breweries, distilleries and wineries. Food and/or alcoholic beverage service may be allowed accessory to such establishments.

"Area" means total horizontal area. "Lot area" for purposes of calculating buildable area shall not include:

1. The area encompassed in flag driveways to a property set back from a private or public drive, street or road;
2. Easements for ingress and/or egress; or
3. Easements for gas or power transmission lines.

...

17.20.010 Use restrictions.

Use restrictions in the mixed commercial (MC) zone shall be as follows:

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;

2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;

3. *Repealed by Ord. 1709-11;*

4. Public utilities, other than wireless communications facilities;

5. Health facilities and services;

6. Alcohol production establishments, subject to the following conditions:

a. A minimum of 50% of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area; and

b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), "high intensity sales and service", and (M), "industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage."

B. Conditional Uses.

1. Quasi-public uses.

2. Wireless communications facilities.

3. Public uses.

4. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone. (Ord. 1840-16 § 1, 2016; Ord. 1709-11 § 1, 2011; Ord. 1522-05 § 1, 2005; Ord. 1484-04 § 7 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1309-98 § 6, 1998; Ord. 1013 § 2.04.01, 1985)

17.24.010 Use restrictions.

Use restrictions in the central business district shall be as follows:

A. Permitted Uses.

1. All forms of commerce; geared to the centralized provision of goods and services within easy walking distance. Commercial retail and office use on the first floor, and retail compatible uses on the second floor;

2. Multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy. An exception from the buffering and fencing requirement exists for upper story residences in existing buildings in an area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south;

3. Multifamily housing, between two and four units per building, may be allowed independent of commercial uses outside of the area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south. Also excluded is property fronting on Metcalf Street, West Ferry Street, West State Street and property abutting the tracks between Rita Street and Walley Street (south of State Street). Multifamily housing per this subsection must also meet the following:

- a. The front entries must be oriented towards the public right-of-way,
- b. The development must meet the requirements of the Sedro-Woolley design standards for the CBD and multifamily development;

4. Parking lots serving any use; provided they are at the rear of a retail or commercial building, or facing a street other than Metcalf, Ferry, Woodworth, or State;

5. *Repealed by Ord. 1709-11;*

6. Public uses;

7. Public facilities.

B. Conditional Uses.

1. Alcohol serving establishments.

2. Alcohol production establishments, subject to the following conditions:

- a. A minimum of 60% of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
- b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), "high intensity sales and service", and (M), "industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage"; and
- c. A maximum of 25% of the building's street frontage may be designed to display the production portion of the facility or other non-retail/non-commercial uses, provided that all other applicable design standards are met. At minimum, 75% of the building's street frontage must display a retail/commercial storefront.

32. All uses not permitted above.

43. Quasi-public uses.

C. Prohibited Uses. Adult entertainment establishments; heavy industrial uses as defined in Chapter 17.28; wireless communication towers. (Ord. 1709-11 § 2, 2011; Ord. 1696-11 § 2, 2011; Ord. 1693-10 § 1, 2010; Ord. 1664-10 § 2 (Exh. B) (part), 2010; Ord. 1451-03 § 3, 2003; Ord. 1312-98 § 1 (part); 1998; Ord. 1309-98 § 7, 1998; Ord. 1013 § 2.05.01, 1985)

17.28.010 Use restrictions.

Use restrictions in the industrial (I) zone shall be as follows:

A. Permitted Uses.

1. Office parks, medical services, wholesaling, and light manufacturing and processing;
2. Industrial equipment, supplies, services, including storage;
3. Agricultural processing;
4. Parking lots serving any use;
5. Trade schools, warehouses, storage, utilities other than wireless communications facilities, government services;
6. Limited retail and service uses up to five percent of the total site;
7. Live-work units as a transition between industrial and residential;
8. On-site day care serving a specified permitted use;
9. On-site recreational facilities serving a specified permitted use;
10. Adult entertainment establishments, as herein defined; provided, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any other adult entertainment establishment; and provided further, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any residential zone, seven hundred fifty feet from any school, public or private, seven hundred fifty feet from any church, and seven hundred fifty feet from any park. Distances as provided in this subsection shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed use is to be located to the nearest point of the parcel property of the land use from which the proposed use is to be separated.

11. Alcohol production establishments, subject to the following conditions:

- a. A minimum of 50% of the building floor area shall be designated for production. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
- b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), "high intensity sales and service", and (M), "industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage"; and
- c. SWMC 17.28.010(A)(6), which limits retail and service uses to 5% of the total site, does not apply.

B. Conditional Industrial Uses.

- 1. Vehicle wrecking yards, vehicle impound lots;
- 2. Power generation facilities;
- 3. Airports, heliports;
- 4. Prisons;
- 5. Incinerators;
- 6. Animal slaughtering and meat packing, food processing;
- 7. Wireless communication facilities;
- 8. On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed as a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements;
- 9. Garbage and/or recycling transfer stations or sorting facilities;
- 10. Composting facilities;
- 11. All uses not permitted above or otherwise prohibited.

C. Prohibited Uses. Residential uses other than those that are ancillary to an industrial use listed above. (Ord. 1664-10 § 2 (Exh. E) (part), 2010; Ord. 1484-04 § 8 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1309-98 § 5, 1998; Ord. 1063 § 5 (Exh. D § 2.06.01.05), 1988; Ord. 1013 § 2.06.01, 1985)

NOTICE OF PUBLIC HEARINGS

CITY OF SEDRO-WOOLLEY Amendments to Development Regulations Hybrid Meeting

City of Sedro-Woolley Council Chamber and Virtually via Zoom Webinar

Exhibit B to PC Findings and Recommendation
--

The City of Sedro-Woolley Planning Commission will hold public hearings on **December 20, 2022 at 6:30 PM** in the Sedro-Woolley Council Chamber and virtually via Zoom Webinar, to hear testimony regarding following proposed amendments to the City Development Regulations:

1. Possible amendments to create a new chapter in Title 17 SWMC to address state requirements for homeless encampments operated by religious organizations
2. Possible amendments to Title 17 SWMC to address retail uses associated with breweries, distilleries and wineries in the industrial and commercial zones.
3. Requested amendments to the Accessory Dwelling Unit (ADU) regulations in Ch 17.100 SWMC to address ADUs for spec-built homes

Interested parties can comment on the proposed changes in writing or at the hearing. Written comments will be read into the public record and **must be received by 4:00PM December 20, 2022** to be considered at this public hearing. Send written comments to: City of Sedro-Woolley Planning Department, ATTN: Assistant Planner, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email to nmcgowan@sedro-woolley.gov.

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://www.ci.sedro-woolley.wa.us/>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: December 8, 2022

CITY OF SEDRO-WOOLLEY
SEPA Notice of Threshold Determination
Determination of Non-significance (DNS)

Exhibit C to PC Findings and Recommendation
--

Project Descriptions: Non-project action to amend Chapter 17.04 of the Sedro-Woolley Municipal Code (SWMC) to define “Live/Work Unit” and to amend Chapters 17.20 and 17.28 of the SWMC to specify parking requirements for live/work units.

Also a non-project action to amend SWMC 17.04.030 to define “Alcohol Production Establishment”, to amend SWMC 17.20.010 and 17.28.010 to add alcohol production establishments as a permitted use in the Mixed Commercial and Industrial zones, and to amend SWMC 17.24.010 to add alcohol production establishments as a conditional use in the Central Business District zone.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific addresses, non-project actions.

Lead Agency, City of Sedro-Woolley: The lead agency for these proposals has determined that neither project has a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required for either project under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on these proposals for 14 days from the date of issue. Comments must be received by **January 27, 2023**. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **February 10, 2023**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Planning Director at (306) 855-0771 or electronically at jcoleman@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.


Responsible SEPA Official: Planning Director – City of Sedro-Woolley

Contact Person: John Coleman, Planning Director

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

Date of Issue: Friday, January 13, 2023

Signature:



John Coleman, Planning Director



Agenda
Item No.

Date: February 22, 2023

Subject: Funding the North Star Project -
Resolution 1119-23 - 1st Read

FROM:

Charlie Bush, City Administrator

RECOMMENDED ACTION:

Staff recommends approval of the attached Resolution 1119-23, funding the North Star Project by stating our intention to allocate 1590 funds to the partnership.

ISSUE:

Should the City provide financial support to the North Star Project?

BACKGROUND/SUMMARY INFORMATION:

Mayor Johnson presented to the City Council about her involvement, representing the City, in the North Star Project on February 1. Commissioner Janicki and Skagit County staff presented further information on February 8, using the attached presentation. This evening, staff are seeking direction from Council regarding how to proceed. Some options for Council to consider include:

- 1) Pool and allocate 1590 funding through the County Notice of Funding Availability (NOFA). This is the staff recommendation and a resolution that would provide this direction to staff is attached. This would represent 40% of City 1590 funds, approximately \$100,000 per year, for housing services.
- 2) Collaborate funding where city directs funding and contracts with agencies - This option requires significant additional administration for which the City does not have capacity amongst the current staff.
- 3) Provide, alternative direction
- 4) Do nothing at this time

The staff recommendation is based upon the complexity of homelessness as a regional challenge, the North Star collaboration that is already underway, the greater potential impact of pooling funds combined with holistic thinking, and limited staff capacity to administer an enhanced affordable housing program locally.

FISCAL IMPACT, IF APPROPRIATE:

Approximately \$100,000 of 1590 sales tax funding that is limited for spending on housing services.

ATTACHMENTS:

1. Resolution 1119-23
2. February 8 Skagit County Presentation
3. House Bill 1590

CITY OF SEDRO-WOOLLEY
Sedro-Woolley, Washington

RESOLUTION 1119-23 – FUNDING THE NORTH STAR PROJECT

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON
ALLOCATING HOUSE BILL 1590 SALES TAX REVENUES TOWARDS THE
NORTH STAR PROJECT.**

WHEREAS, homelessness and behavioral health are a complex regional issue impacting all communities in Skagit County; and

WHEREAS, services provided in these areas are most effective in an integrated system; and

WHEREAS, these services and housing infrastructure require significant financial investment;
and

WHEREAS, the North Star Project formed in early 2022 as a partnership between Skagit County and the four largest cities in the County to align resources and services to address the complex behavioral health and homelessness challenges in our community; and

WHEREAS, collaboration through the North Star Project with Mayor Johnson representing Sedro-Woolley has been successful to date, allowing the partnership to move to a second phase; and

WHEREAS, the State of Washington, through House Bill 1590 sales tax funding, converted the existing taxing authority of 1/10th sales tax for affordable housing into a tax that could be enacted by a county or city council; and

WHEREAS, this tax was enacted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AS FOLLOWS:

Section 1: Support for the North Star Priorities for Homeless Housing

States its support for the North Star Project's priorities and approach.

Section 2: House Bill 1590 Sales Tax Funding

States the Council's intent to provide 40% of its 1590 funds to the County for expenditure through the North Star Project. This will be accomplished through an interlocal agreement to be developed.

ADOPTED by the City Council and **APPROVED** by the Mayor this ____ Day of February 2023.

CITY OF SEDRO-WOOLLEY

By _____
Julia Johnson, Mayor

ATTEST:

By _____
Kelly Kohnken, City Clerk



North Star Project Update

Sedro-Woolley City Council Meeting

February 8, 2023

Sarah Hinman & George Kosovich

Skagit County Public Health

sarahh@co.skagit.wa.us

georgek@co.skagit.wa.us



Introduction to North Star Project

- Joint effort between Skagit County and the cities of Burlington, Mount Vernon, Anacortes, and Sedro-Woolley to better align resources and services to address the complex behavioral health and homelessness challenges in our community.
 - Phase 1: Develop a shared North Star vision
 - Phase 2 (*currently underway*): Implementation of North Star framework, including governance, roles, and resources
- Guided by Guiding Principles and Vital Conditions using three interdependent tracks



Vital Conditions

Emphasis on
**Building
Belonging and
Civic Muscle**
to promote a
thriving, healthy
life for all.



Priority Populations

- Guiding Principle 8
 - *We will dedicate resources and funding to populations with the greatest need.*
- Chronically homeless *and* suffer from a disabling condition (substance use disorder, serious mental illness, complex medical problems, severe trauma)



2023 Project Work Plan Goals

- Implement a **care coordination platform** to improve efficiency of providers.
- Develop a shared, multi-year, **county-wide housing agenda** to increase the supply, quality, and diversity of housing.
 - Create a county-wide housing development pipeline.
 - Strengthen and leverage existing housing efforts.
 - Develop a shared housing plan.
 - Host a Housing Summit.
- Create an **action plan** to address gaps within behavioral health and recovery-oriented services.



2023 Project Work Plan Processes

- Develop and mobilize a **Care Management Taskforce** to serve the priority population.
- Establish and implement a **policy and funding framework** across jurisdictions that align with North Star framework, priorities, and target population.
- Develop and launch a **county-wide well-being survey** to establish a baseline and plan for investing in areas and populations of greatest need.

Homeless Housing Funding NOFA

Annual process to select programs for funding

Sources:

- Document Recording Fee Revenue
- State Housing & Essential Needs (HEN)
- State Consolidated Homeless Grant (CHG)
- 1/10th Behavioral Health Sales Tax



Programs Funded through NOFA

Services Eligible for Funding

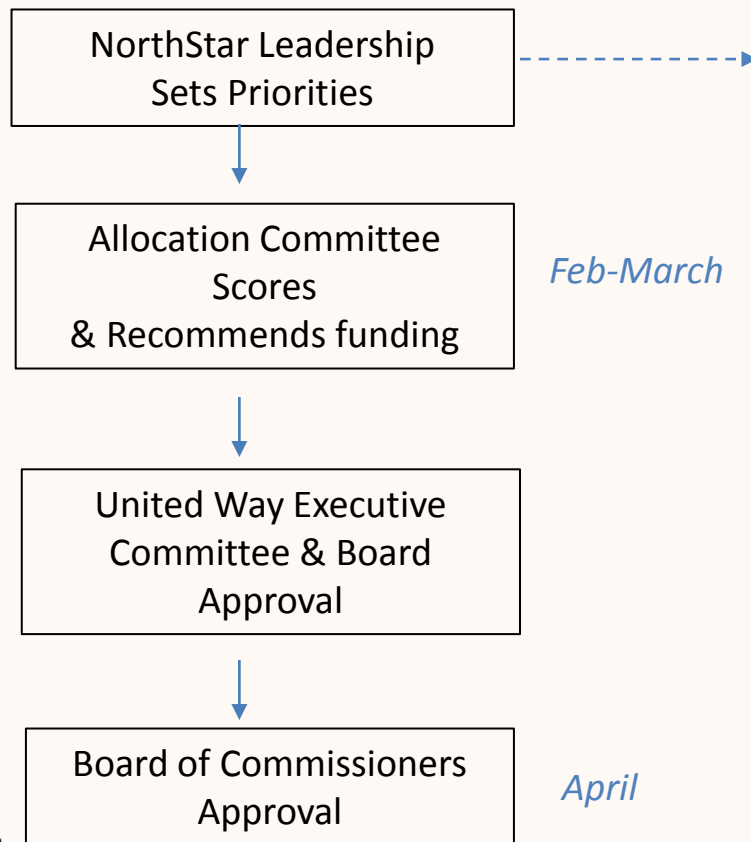
- Diversion
- Shelter
- Permanent Supportive Housing
- Rental Assistance
- Case Management
- Coordinated Entry & Assessment*

Agencies/Programs Currently Funded

- Community Action of Skagit County (5 categories)
- Family Promise
- Northwest Youth Services (2 categories)
- Anacortes Family Center
- Skagit DVSAS
- Housing Authority of Skagit County
- YMCA – Oasis
- Compass Health
- Samish Indian Nation



Funding Process & Prioritization



Priority Populations:

- Services for Skagitonians who are chronically homeless and suffer from a disabling condition (substance use disorder, serious mental illness, complex medical problems, severe trauma), will be prioritized.
- Other populations – and programs – will also be considered for funding, including, youth, victims of DV, veterans, families with children, and people with disabilities.

Reworked NOFA scoring to incorporate NS Leadership feedback

- Greater emphasis on priority population, integration of services
- Also scores outcomes, outreach, program access and budget



NOFA Funding Picture

Funding Source	Original 2022-23 budget	Revised 2022-23 budget	2023-2024 NOFA Budget
Local Document Recording Fees	\$1,439,800	\$839,800	\$648,000
Behavioral Health Sales Tax	\$93,000	\$93,000	\$93,000
CHG & HEN	\$1,044,465	\$1,044,465	\$792,708*
County ARPA	-	\$600,000	-
Total	\$2,577,265	\$2,577,265	\$1,533,708

Document recording fees down ~50% year-to-year; County BoCC approved ARPA to fill 2022-23 budget

*At urging of Leadership Group, Coordinated Entry will be bid separately; \$ pulled out of NOFA



Request to Collaborate on Funding

- Partner on collaborative NOFA funding: 40% of City 1590 funds (~\$100k/year) can be used provide housing services
- Other discussions with jurisdictions for 1590:
 - Skagit County: operating funds for Martha's Place PSH
 - Mount Vernon: Co-Response program & requested funding for Martha's Place
 - Burlington: not yet allocated
 - Anacortes: allocated to new projects via levy
- Other connections/collaboration with North Star:
 - Opioid Settlement
 - Development Pipeline Opportunities



Mechanics of Co-Funding

- **Option 1:** pool and allocate 1590 funding through County NOFA
- **Option 2:** collaborative funding where city directs funding and contracts with agencies



Thank you!

To stay up to date on the project, visit our dedicated North Star webpage here:

www.skagitcounty.net/Departments/Health/NorthStarProject.htm.

Sarah Hinman

sarahh@co.skagit.wa.us

360-416-1507

George Kosovich

georgek@co.skagit.wa.us

360-416-1547



CERTIFICATION OF ENROLLMENT

HOUSE BILL 1590

66th Legislature
2020 Regular Session

Passed by the House March 9, 2020
Yeas 52 Nays 44

**Speaker of the House of
Representatives**

Passed by the Senate March 6, 2020
Yeas 27 Nays 21

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1590** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

HOUSE BILL 1590

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By Representatives Doglio, Dolan, Macri, Cody, Gregerson, Wylie, Appleton, Robinson, Ormsby, Frame, and Davis

Read first time 01/24/19. Referred to Committee on Housing, Community Development & Veterans.

1 AN ACT Relating to allowing the local sales and use tax for
2 affordable housing to be imposed by a councilmanic authority; and
3 amending RCW 82.14.530.

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

5 **Sec. 1.** RCW 82.14.530 and 2015 3rd sp.s. c 24 s 701 are each
6 amended to read as follows:

7 (1)(a)(i) A county legislative authority may submit an
8 authorizing proposition to the county voters at a special or general
9 election and, if the proposition is approved by a majority of persons
10 voting, impose a sales and use tax in accordance with the terms of
11 this chapter. The title of each ballot measure must clearly state the
12 purposes for which the proposed sales and use tax will be used. The
13 rate of tax under this section may not exceed one-tenth of one
14 percent of the selling price in the case of a sales tax, or value of
15 the article used, in the case of a use tax.

16 (ii) As an alternative to the authority provided in (a)(i) of
17 this subsection, a county legislative authority may impose, without a
18 proposition approved by a majority of persons voting, a sales and use
19 tax in accordance with the terms of this chapter. The rate of tax
20 under this section may not exceed one-tenth of one percent of the

1 selling price in the case of a sales tax, or value of the article
2 used, in the case of a use tax.

3 (b) (i) ~~If a county ((with a population of one million five~~
4 ~~hundred thousand or less has not imposed))~~ does not impose the full
5 tax rate authorized under (a) of this subsection ~~((within two years~~
6 ~~of October 9, 2015))~~ by September 30, 2020, any city legislative
7 authority located in that county may ~~((submit))~~ :

8 (A) Submit an authorizing proposition to the city voters at a
9 special or general election and, if the proposition is approved by a
10 majority of persons voting, impose the whole or remainder of the
11 sales and use tax rate in accordance with the terms of this chapter.
12 The title of each ballot measure must clearly state the purposes for
13 which the proposed sales and use tax will be used;

14 (B) Impose, without a proposition approved by a majority of
15 persons voting, the whole or remainder of the sales and use tax rate
16 in accordance with the terms of this chapter.

17 (ii) The rate of tax under this section may not exceed one-tenth
18 of one percent of the selling price in the case of a sales tax, or
19 value of the article used, in the case of a use tax.

20 ~~((~~(ii)~~ If a))~~ (iii) A county with a population of greater than
21 one million five hundred thousand ~~((has not imposed the full))~~ may
22 impose the tax authorized under (a) ~~(ii)~~ of this subsection ~~((within~~
23 ~~three years of October 9, 2015, any city legislative authority))~~ only
24 if the county plans to spend at least thirty percent of the moneys
25 collected under this section that are attributable to taxable
26 activities or events within any city with a population greater than
27 sixty thousand located in that county ~~((may submit an authorizing~~
28 ~~proposition to the city voters at a special or general election and,~~
29 ~~if the proposition is approved by a majority of persons voting,~~
30 ~~impose the whole or remainder of the sales and use tax rate in~~
31 ~~accordance with the terms of this chapter. The title of each ballot~~
32 ~~measure must clearly state the purposes for which the proposed sales~~
33 ~~and use tax will be used. The rate of tax under this section may not~~
34 ~~exceed one-tenth of one percent of the selling price in the case of a~~
35 ~~sales tax, or value of the article used, in the case of a use tax))~~
36 within that city's boundaries.

37 (c) If a county imposes a tax authorized under (a) of this
38 subsection after a city located in that county has imposed the tax
39 authorized under (b) of this subsection, the county must provide a
40 credit against its tax for the full amount of tax imposed by a city.

(d) The taxes authorized in this subsection are in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county for a county's tax and within a city for a city's tax.

(2)(a) Notwithstanding subsection (4) of this section, a minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

(i) Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or

(ii) Constructing mental and behavioral health-related facilities; or

(iii) Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

(b) The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

(i) Persons with ~~((mental illness))~~ behavioral health disabilities;

(ii) Veterans;

(iii) Senior citizens;

(iv) Homeless, or at-risk of being homeless, families with children;

(v) Unaccompanied homeless youth or young adults;

(vi) Persons with disabilities; or

(vii) Domestic violence survivors.

(c) The remainder of the moneys collected under this section must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

(3) A county that imposes the tax under this section must consult with a city before the county may construct any of the facilities authorized under subsection (2)(a) of this section within the city limits.

(4) A county that has not imposed the tax authorized under RCW 82.14.460 prior to October 9, 2015, but imposes the tax authorized

1 under this section after a city in that county has imposed the tax
2 authorized under RCW 82.14.460 prior to October 9, 2015, must enter
3 into an interlocal agreement with that city to determine how the
4 services and provisions described in subsection (2) of this section
5 will be allocated and funded in the city.

6 (5) To carry out the purposes of subsection (2)(a) and (b) of
7 this section, the legislative authority of the county or city
8 imposing the tax has the authority to issue general obligation or
9 revenue bonds within the limitations now or hereafter prescribed by
10 the laws of this state, and may use, and is authorized to pledge, up
11 to fifty percent of the moneys collected under this section for
12 repayment of such bonds, in order to finance the provision or
13 construction of affordable housing, facilities where housing-related
14 programs are provided, or evaluation and treatment centers described
15 in subsection (2)(a)(iii) of this section.

16 (6)(a) Moneys collected under this section may be used to offset
17 reductions in state or federal funds for the purposes described in
18 subsection (2) of this section.

19 (b) No more than ten percent of the moneys collected under this
20 section may be used to supplant existing local funds.

--- END ---



Agenda
Item No.

Date:

February 22, 2023

Subject:

Amending Chapter 12.44 'Special
Events, Parades and Festivals' of the
Sedro-Woolley Municipal Code -
Ordinance 2041-23 - 1st Read

FROM:

Mayor Johnson/Nikki Thompson

RECOMMENDED ACTION:

Adopting Ordinance 2041-23 Amending Chapter 12.44 of the Sedro-Woolley Municipal Code.

ISSUE:

Should the City Council adopt Ordinance 2014-23?

BACKGROUND/SUMMARY INFORMATION:

Mayor Johnson was recently contacted by the Loggerrodeo and asked to propose an ordinance that would prohibit the throwing of candy during parades, as such activity has been known to lead to injury. This ordinance continues to permit the direct handing out of candy, but prohibits tossing or throwing.

As a housekeeping matter, this ordinance also removes reference to a section in former Title 9 that has been repealed and replaced by Title 9A.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2041-23

ORDINANCE NO. 2041-23
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING
CHAPTER 12.44 “SPECIAL EVENTS, PARADES AND FESTIVALS” OF THE SEDRO-
WOOLLEY MUNICIPAL CODE (SWMC) TO INCLUDE ADDITIONAL SAFETY
PRECAUTIONS AND DELETE REFERENCE TO A REPEALED CODE.

WHEREAS, Loggerodeo recently reached out to the City expressing concerns about candy thrown at events covered by Chapter 12.44; and,

WHEREAS, objects propelled by force can injure those they come into contact with; and,

WHEREAS, children are more likely to run out into the road, if candy is thrown, thus creating a risk of a collision between the child and an event participant; and

WHEREAS, Council finds that directly handing out candy to participants is the proper and safe way of distributing the candy; and,

WHEREAS, Title 9, “Peace, Morals and Welfare” was repealed and replaced by Ordinance 1996-21, but reference to that Title still exists in SWMC 12.44.

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

Section One. Section 12.44.100 “Interference with events” of the Sedro-Woolley Municipal Code, last modified by Ord. 1639-09 § 1 in 2009, is hereby amended to read as follows:

12.44.100 Interference with events.

Interfering with or obstructing a parade or run is prohibited. All persons, except those participating in parades or runs, shall keep off streets, alleys, or other public rights-of-way temporarily closed for parades or runs and it is unlawful for any person to leave any vehicle upon any street, knowing that the same has been cleared for parade or run purposes. It shall be unlawful for any pedestrian, equestrian, or the operator of any vehicle to pass through or drive between the vehicles, units or floats comprising a parade or motorcade where such parade or motorcade has been granted a permit pursuant to this chapter; provided, that this shall not prohibit the operation of emergency vehicles, nor prevent the passage of such vehicles or persons at intersections where traffic is controlled by police officers of the city. Any person violating this section shall be guilty of a misdemeanor.

Section Two. A new Section 12.44.105 “Distribution of Candy” is hereby added to the Sedro-Woolley Municipal Code to read as follows:

12.44.105 Distribution of Candy.

No person who is participating in or a member of any group who is participating in any parade taking place on the public streets of the City, shall throw or toss in any manner any candy or other food material from a motor vehicle or any float, wagon, or other similar parade vehicle

being pushed or pulled by a motor vehicle in any parade while such parade is taking place within the City. Candy must be directly handed to event participants.

Section Three. Section 12.44.120 “Violation - Crime” of the Sedro-Woolley Municipal Code, last modified by Ord. 1639-09 § 1 in 2009, is hereby amended to read as follows:

12.44.120 Violation – Crime

A. Violation. Violations of the specifics and requirements of this chapter shall be grounds for refusal of the issuance of future permits.

B. Violation—Crime. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this ____ day of ____, 2023.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney