

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, September 14, 2023



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, September 14, 2023 – 7:00 p.m.

Stanwood-Camano School District, Admin. Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Members of the public may attend Stanwood City Council meetings
in-person at the address above, or Via Zoom.
Instructions to join the meeting by telephone or online are posted on the
City Website <https://www.stanwoodwa.org>

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS - NONE**
- 5. PUBLIC COMMENTS**

Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link:
<https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>;
verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
- 6. STAFF / DEPARTMENT REPORTS**

Police CompStat – August **6.1**
- 7. COUNCIL COMMITTEE REPORTS**

Finance and Personnel Committee Meeting Minutes – August 24, 2023 **7.1**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve City Council Regular Meeting Minutes – August 10, 2023 **8.9**
 - c. Approve City Council Special Workshop Minutes – August 10, 2023 **8.13**
 - d. Authorize the Mayor to Sign Interlocal Purchasing Agreement with HGAC **8.15**
 - e. Authorize the Mayor to Sign Interlocal Cooperation Agreement Amend-
ment 2 with Snohomish County Housing and Community Development **8.21**
 - f. Authorize the mayor to sign Permissive Use Agreement-West Edge
Development **8.27**
- 9. UNFINISHED BUSINESS - NONE**
- 10. PUBLIC HEARING**
 - a. Skagit Farmers Street Vacation **10.1**
 - i. Open the Public Hearing
 - ii. Approve Skagit Farmers Street Vacation
- 11. NEW BUSINESS**
 - a. Authorize Final Acceptance of the Bryant Well Media Replacement Project
Completed by Award Construction, Inc. **11.1**
 - b. Authorize Final Acceptance of the Pickleball Courts Project Completed by
Judha of Lion Landscaping and Services **11.3**
 - c. Authorize the Mayor to Sign an Interlocal Agreement with Housing Authority
of Snohomish County (HASCO) **11.5**
 - d. First Reading of Ordinance 1520 SMC Title 3 – Revenue & Finance **11.69**
 - e. First Reading of Ordinance 1521 SMC Title 5 – Business Licenses **11.123**
 - f. Authorize the Mayor to renew the Information Service and Equipment
Maintenance contract with Snohomish County Information Technology
Department **11.174**
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION**

To Discuss Potential Litigation per RCW 42.30.110(1)(i)
- 15. ADJOURN**

Upcoming Meetings:

September 28, 2023 Regular City Council Meeting 7:00pm
October 12, 2023 Special Workshop 5:00pm
October 12, 2023 Regular City Council Meeting 7:00pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6

DATE: September 14, 2022

SUBJECT: Police Compstat Reports

CONTACT PERSON: Chief Jason Toner

ATTACHMENTS: A – August 2023 Compstat Report

SUMMARY STATEMENT

Attached is the August 2023 Compstat Reports for council review.

NOTE: The School Resource Officer report will not be included while school is out for the summer.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

Prepared by: Snohomish County Sheriff Office Crime Analysis Unit and Stanwood Police Department

AUGUST 2023

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

CompStat stands for 'Computer Statistics' dealing specifically with crime. It is found to be an effective way to accurately track crime and use the information to deploy officers to address it in timely manner. It is a performance management system that is used to reduce crime and achieve other police department goals. It emphasizes information-sharing, responsibility and accountability and improving effectiveness.

What is the benefit to the community?

CompStat allows us to track crime problems and allocate resources to the areas that are being affected. By being able to focus our efforts on areas being impacted, we are able to make apprehensions and drive down crime in Stanwood.

How is data collected?

Crime Analysts access a variety of systems to collect and analyze law enforcement data. Data collection begins at the 911 call center (SNO911) and carries over into law enforcement records management systems (LERMS). Much of the information presented in this report is also reported to state and federal agencies annually.

What data will you see in this report?

What occurred within the city limits of Stanwood and calls responded to by the Stanwood Police outside the city.

This is a true representation of all police activity occurring in the City of Stanwood, you will see these calls listed as "In the STW Beat". On occasion, Stanwood Police officers will be called outside the city to assist other agencies. We also have deputies who live outside of the city so on occasion they will make a traffic stop or respond to a nearby call while commuting to work. You will see these call listed as "Answered by STW ORI"

Incident data:

This represents what police were called to and includes self-initiated activity. Multiple 911 calls for the same incident are presented as a single incident.

Case data:

An incident becomes a case when the deputy determines reporting protocol is met. A case is often generated based on a specific crime, traffic collisions, arrest or the need to document specific actions or information.

AUGUST 2023

Stanwood Police Department

POLICE STAFFING



The City of Stanwood contracts for law enforcement services through the Snohomish County Sheriff's Office. The contract is identified as a "stand alone" contract, which allows the City of Stanwood to maintain its own police identity to include policies and procedures that meet unique small city needs. All uniforms and vehicles are identified as Stanwood Police and we provide services to the city population of approximately 8,405.

DIVISIONS:

CHIEF OF POLICE: Has the rank of Lieutenant with the Sheriff's Office. Oversees all aspects of the Police Department daily operations. The Chief works with city staff to ensure community needs are met.

ADMINISTRATIVE SERGEANT: Administers the day-to-day administrative functions of the Police Department and oversees the day shift deputies, School Resource Officer and Detective. Steps in as the Chief of Police when the chief is absent.

NIGHT SERGEANT: Oversees the swing shift and night shift deputies.

PATROL DIVISION: Responds to crimes in progress, traffic collisions, missing persons, and other emergency and non-emergency calls for service.

SCHOOL RESOURCE OFFICER: Utilizes the concept of educator, informal counselor, and law enforcer; working to bridge the gap and build relationships between law enforcement and youth.

DETECTIVE: Works in conjunction with patrol and the resources of the Snohomish County Sheriff's Office to investigate a broad range of felony- and misdemeanor-level crimes that occurred in the City of Stanwood.

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	5	1	85%
School Resource Officer No longer a PD employee - SCSO contract	1	0	100%
Detective	1	0	100%

AUGUST 2023

Stanwood Police Department

RECORDS UNIT



Records Summary: Job duties include, but are not limited to, the following;

- Provide administrative support for all members of the Stanwood Police Department.
- Assist the Chief of Police with police budget tracking and review.
- Verify and code all incoming invoices for the Police Department.
- Ordering of supplies for the department, and special events.
- Subject matter expert for the Law Enforcement Records Management System (LERMS) used by Stanwood Police Department.
- Manage all Stanwood Police Department documents and records.
- Review all electronic case file entries and information for accuracy.
- Scan paper records into electronic case files.
- Forward criminal arrest referrals to the Prosecuting Attorney's Office.
- Enter trespass notices, gun alerts, and other safety alerts into the agency's electronic records management system.
- Route Child Protective Services & Adult Protective Service referrals.
- Maintain department case file and document archives per Washington State records retention/destruction schedules.
- Responsible for federal reporting of crime statistics to the National Incident Based Reporting System (NIBRS).
- Run monthly case audits and records validations.
- Enter court orders, missing persons, vehicle impounds, lost or stolen property, stolen vehicles, etc. into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Provide second checks for all entries made into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Conduct background checks for concealed pistol license and pistol transfers applications.
- Provide fingerprint services for concealed pistol license applicants and citizen fingerprints.
- Review and fulfill public records requests within the guidelines of the Public Records Act.
- Create/update/maintain all process, procedure, and training manuals for the position.
- Serve as Stanwood Police Department's Terminal Agency Coordinator for the Washington State Patrol ACCESS program.
- Assists with walk-in and telephone customers, averaging 8,000 yearly contacts.
- Route calls to 911 and non-emergency dispatch.
- Respond to requests for service and answer general questions.
- Manage key & key fob assignments for City of Stanwood employees.

	2023	2022	2021	2020	Year to Date
Public Records Requests	31	31	32	34	324
Concealed Pistol License Issued	33	21	15	50	300
Pistol Transfer Checks	15	25	32	42	214
Fingerprinting & Approximate Time	14 3.5 hrs	26 6.5 hrs	23 5.75 hrs	0 0 hrs	206 51.5 hrs

AUGUST 2023

Stanwood Police Department

Message from the Chief



Our fall season has arrived, school has started, football has kicked off, and the sun is still trying to peak through the clouds. Overall, it seemed a to be a relatively uneventful summer, property crimes were down, along with nuisance/ trespass calls, although noise complaints did almost triple over the summer.

I would like to welcome Officer Gabriel Gutierrez to Stanwood PD. Officer Gutierrez is a new officer, just off field training, but had worked for several years in the Snohomish County Jail. Officer Gutierrez has been on the job a few weeks and is doing a great job.

Community Events:

Stanwood PD has a few community events planned this fall. We will be participating in the 9/11 Memorial Procession September 11th. On September 9th we will be at Touch-A-Truck with a police vehicle and passing out candy and stickers.

National Coffee with a Cop Day is October 4th, and we will be at Starbucks in the morning. Also, we will have our spooky tent up for Trick or Treat on Main Street on Halloween.

This fall Stanwood PD will be doing a small Facebook campaign "Getting to Know Your Police Officers". We will post pictures of our officers and staff, why they got into law enforcement, and some fun facts.

Notable Cases:

On the 17th a male broke into his ex-girlfriend's home and assaulted her and threatened to kill himself. Officers responded to the residence, the male was uncooperative, and had to be tased to be taken into custody. The male was charged with Assault, Protection Order Violation, and Interference with a 911 Call.

On the 23rd Stanwood Officers assisted the FBI in contacting a subject making online threats to politicians in Georgia. The male was contacted and admitted to making the threats. No arrest was made, and the FBI is continuing its investigation.

Start of the School Year:

The Stanwood- Camano School District is back to school and it is great seeing all the kids in school. The first day of kindergarten, middle school, or high school are big milestones for kids in their young lives. Saw a bunch of excitement, and little anxiety from the kids and more than a few tearful parents dropping their young ones off.

With school back in session we do see a rise in collisions, nuisance, and theft calls. Stanwood PD's focus for September will be to do traffic emphasis around our area schools in the morning and in the afternoon be a visible presence around Church Creek Park and the Haggen's/YMCA area.

Chief Toner

AUGUST 2023

Stanwood Police Department

Detective Report



Stanwood Police Fraud Cases

There have been several cases involving forged business checks over the last couple of months. The forged checks in two cases were deposited into personal checking accounts at banks in Florida.

The payee listed on one forged check was the victim of identity theft. A checking account was opened in his name without his knowledge. The criminal used the fake account to deposit the forged check and withdraw funds before the bank discovered the fraud.



The payee listed on another check was the victim of a scam. He applied for a job through Indeed and received the forged check for deposit from the “employer” to purchase office equipment for a job training program. The victim suspected foul play after the “employer” requested he deposit the check into his account and withdraw funds to purchase Bitcoin. The “employer” then directed the victim to transfer the Bitcoin to another person identified as a “technician” who would be installing software on the victim’s computer.

It is not clear how the victim’s financial (checks) information was obtained, but we suspect the checks were stolen from mailboxes. There have been several recent news stories about mail being stolen from USPS collection boxes after USPS master keys were stolen.

Criminal organizations are selling personal and financial information on the dark web. Fake bank accounts are created to facilitate theft and some banks do little to fight the fraud.

One major bank allows customers to open accounts online. The only identification verification the bank requires is the customer providing an e-mail address. E-mail addresses can be created using fake identifying information.

“Stolen and fictitious identities have been used to open thousands of sham accounts at almost every major banking institution in the United States. These criminal accounts, known as drop accounts, facilitate a wide range of fraud because they allow even the most unsophisticated thief to launder criminal proceeds and convert it to cash without detection.” (David Maimon-Chicago Sun Times August 25, 2023)

The Federal Trade Commission received 2.8 million fraud reports from consumers in 2021. Reported fraud losses increased more than 70 percent over 2020.

AUGUST 2023



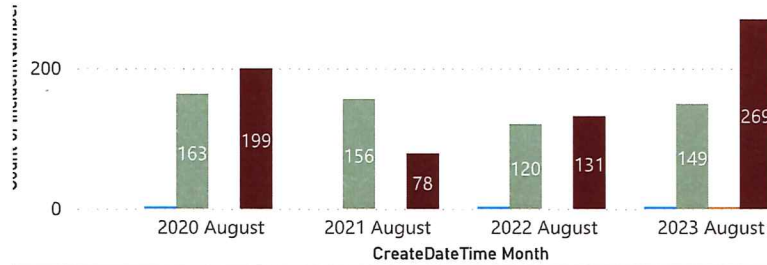
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.



Previous Month Over Time

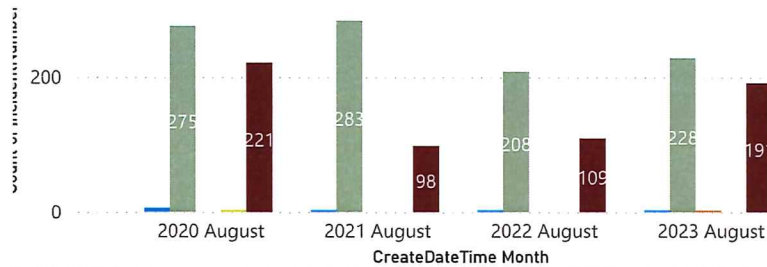
Stanwood West, Incidents by Origination

Call Origination (Blank) 911 call ASAP Officer-Initiated



Stanwood East, Incidents by Origination

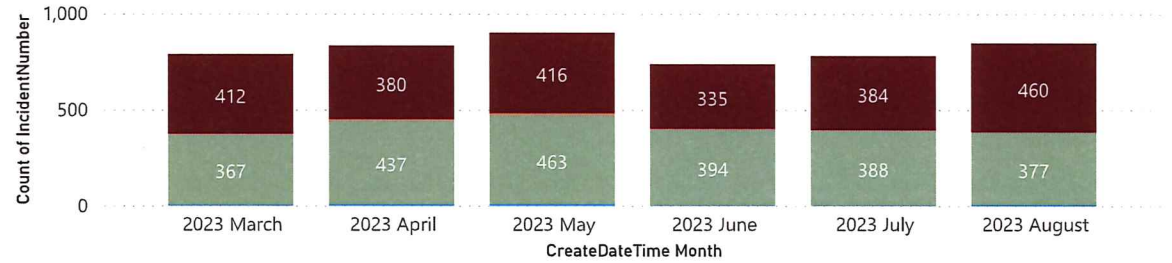
Call Origination (Blank) 911 call ASAP E-mail Officer-Initiated



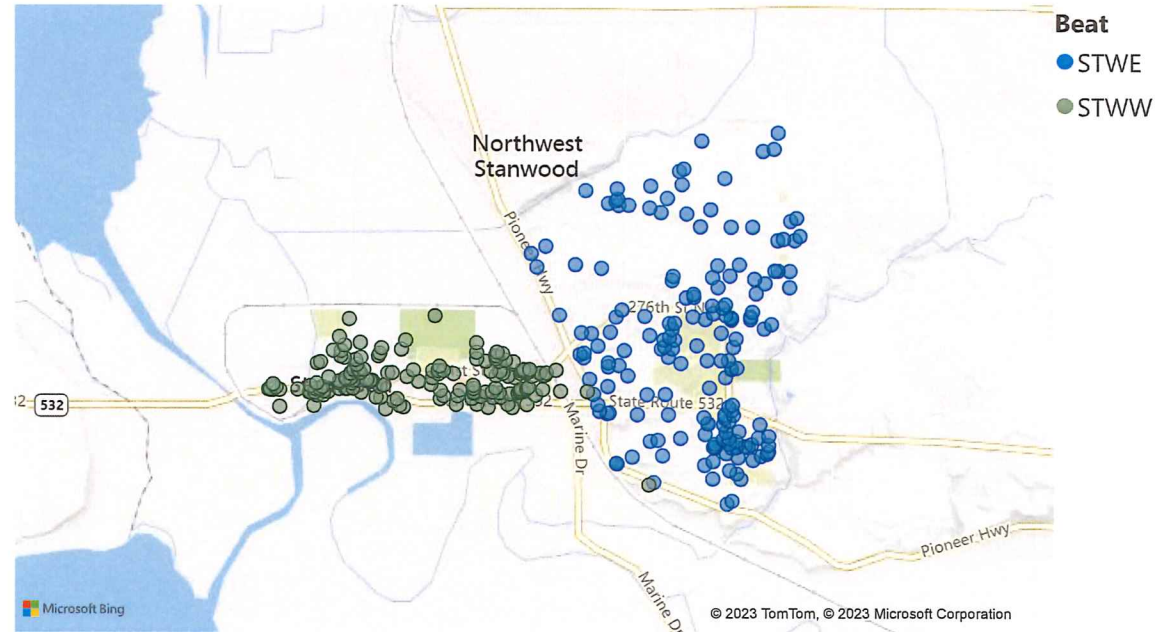
TOTAL INCIDENTS - ALL ORIS inside STW

Total Incident Counts, Past 6 Full Months by Origination Type

Call Origination (Blank) 911 call ASAP Officer-Initiated



All incidents Past 1 Month - excludes victim privacy concerning incidents

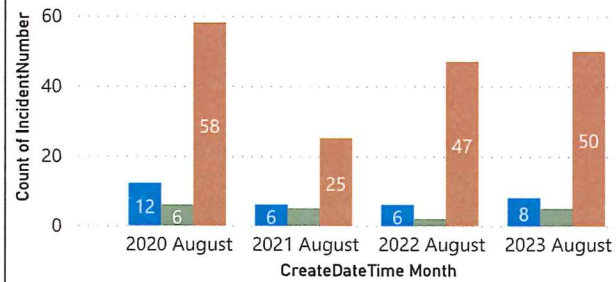




Previous Month Over Time

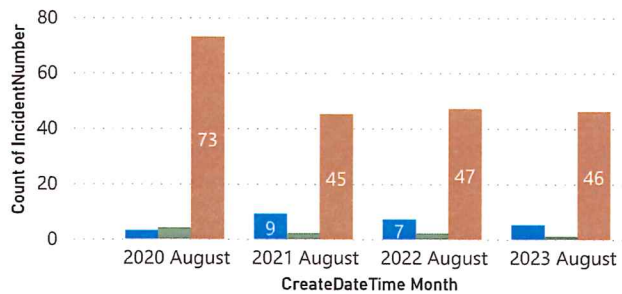
Stanwood West

IncidentType ● Collision ● DUI ● Traffic



Stanwood East

IncidentType ● Collision ● DUI ● Traffic



Collision, DUI, and Traffic INCIDENTS

Previous Month, Current Year

IncidentType ● Collision ● DUI

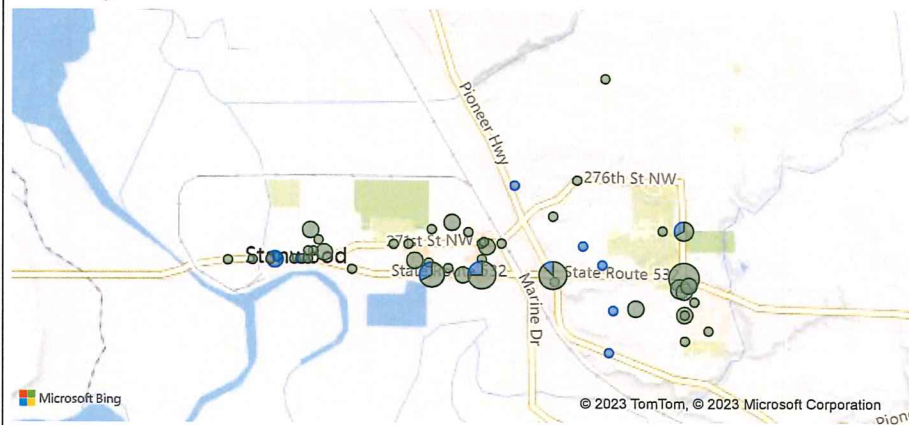


STWW & STWE

Year	Collision	DUI
2023		
March	15	12
April	25	8
May	17	9
June	18	10
July	20	7
August	13	6

Traffic - Previous Month, Current Year

Call Origination ● 911 call ● Officer-Initiated



STWW & STWE

Year	Traffic
2023	
March	95
April	106
May	79
June	100
July	74
August	96



Tickets - To Current Date, Current Year

Data begins in 2021, due to lack of tickets issued in 2020 (due to covid lockdowns).

of Tickets - This CY

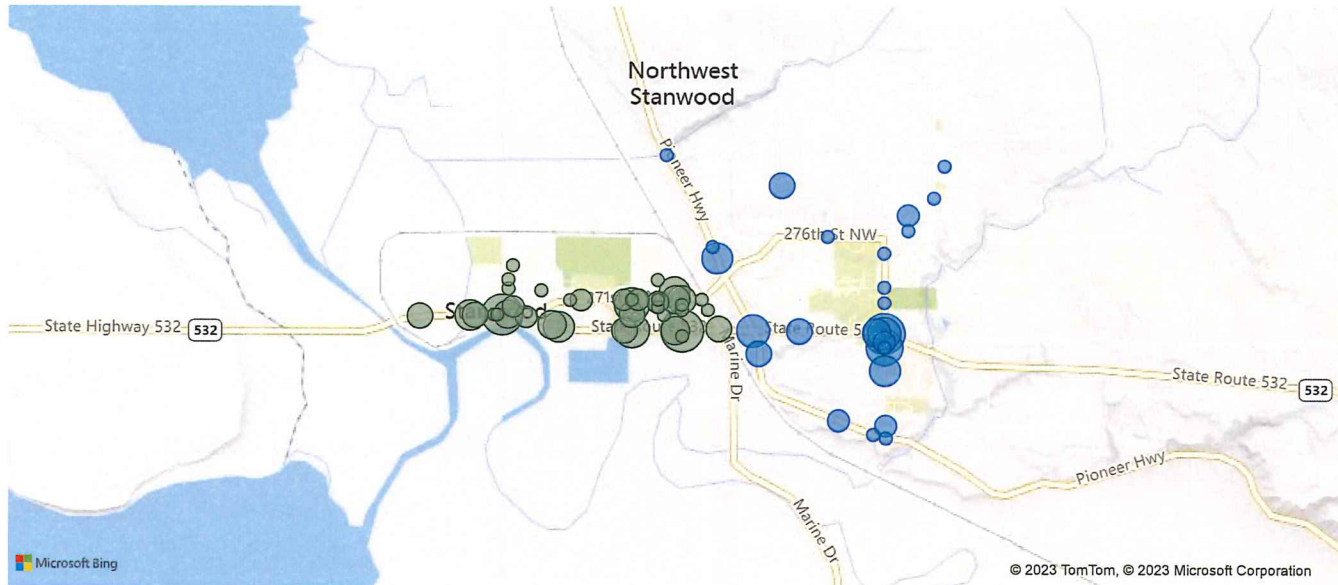
135

of Citations - This CY

190

Location of Citations this CY

Beat ● STWE ● STWW



Total Tickets

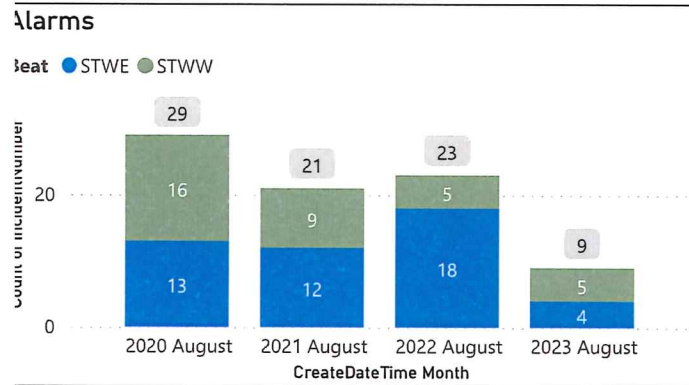
Month	2022	2023
January	6	18
February	8	36
March	8	16
April	3	16
May	9	23
June	23	30
July	22	9
August	25	33
September	25	
October	10	
November	14	
December	21	

How Many Tickets Had More than One Citation? 2022 to present

77



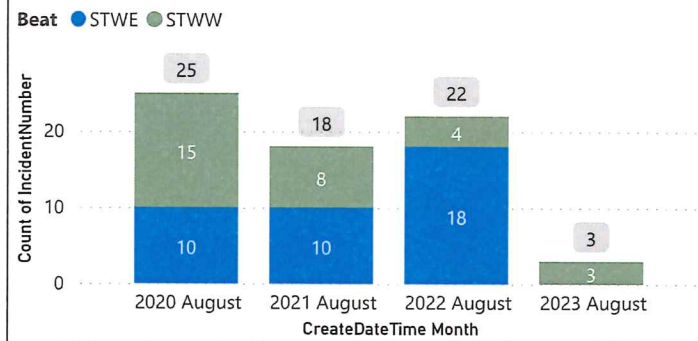
Alarms



STWW & STWE

Year	Alarm
2023	
March	3
April	17
May	18
June	9
July	9
August	9

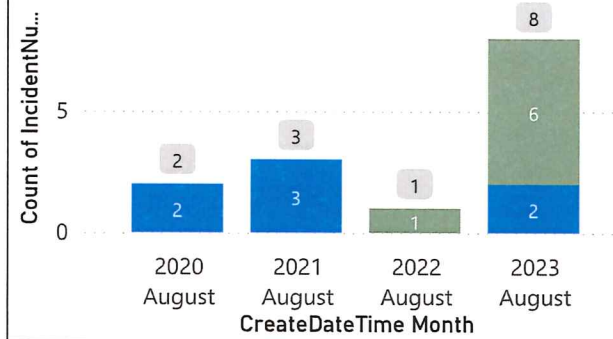
Alarms that were False Alarms



Abandon Vehicles

Abandon Vehicles

Beat ● STWE ● STWW

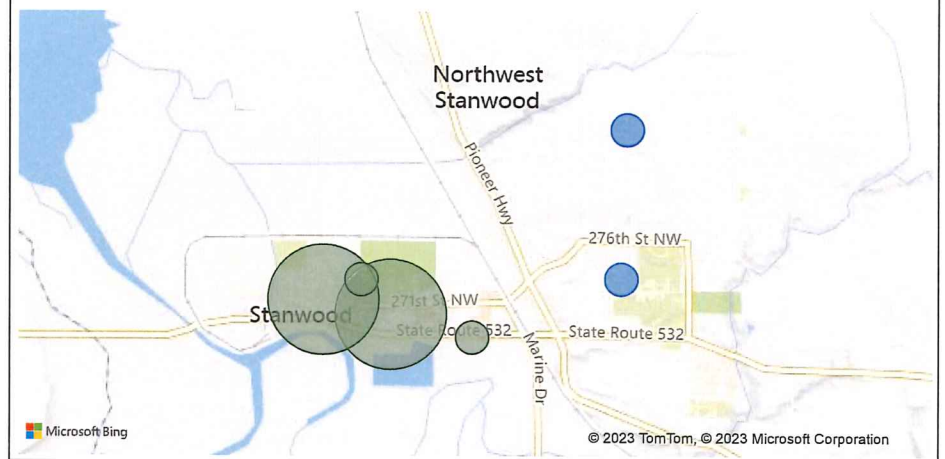


STWW & STWE

Year	Abandoned Vehicle
2023	
March	2
April	3
May	3
June	5
July	1
August	8

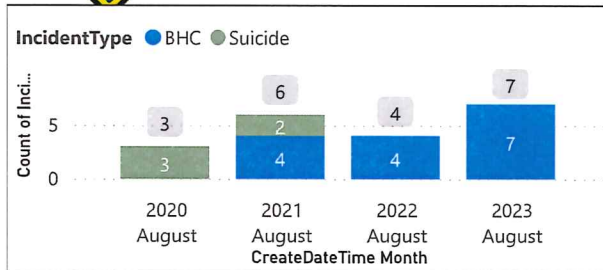
Abandon Vehicles Past Calendar Month, ThisYear

Beat ● STWE ● STWW

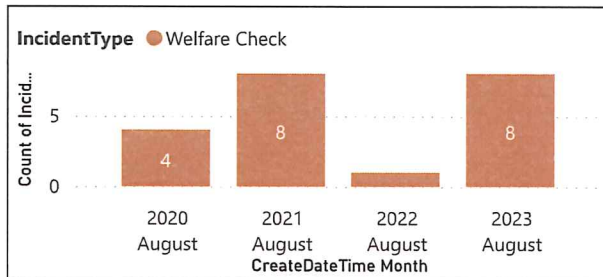




Stanwood West



Year	BHC	Suicide
2023		
March	4	
April	3	3
May	5	
June	4	
July	4	
August	7	

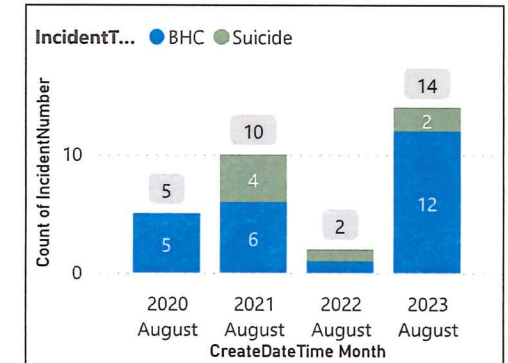


Year	Welfare Check
2023	
March	2
April	3
May	1
June	4
July	4
August	8

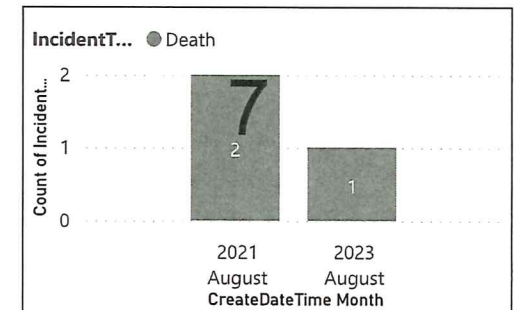
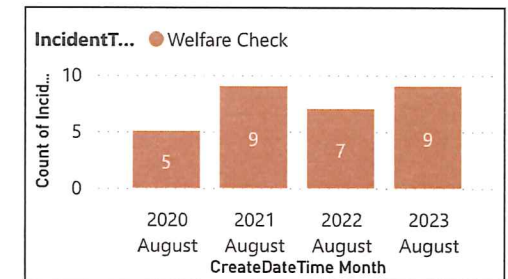


Stanwood East

Year	BHC	Suicide
2023		
March	1	1
April		5
May	13	
June	5	2
August	12	2



Year	Welfare Check
2023	
March	5
April	10
May	14
June	8
July	5
August	9



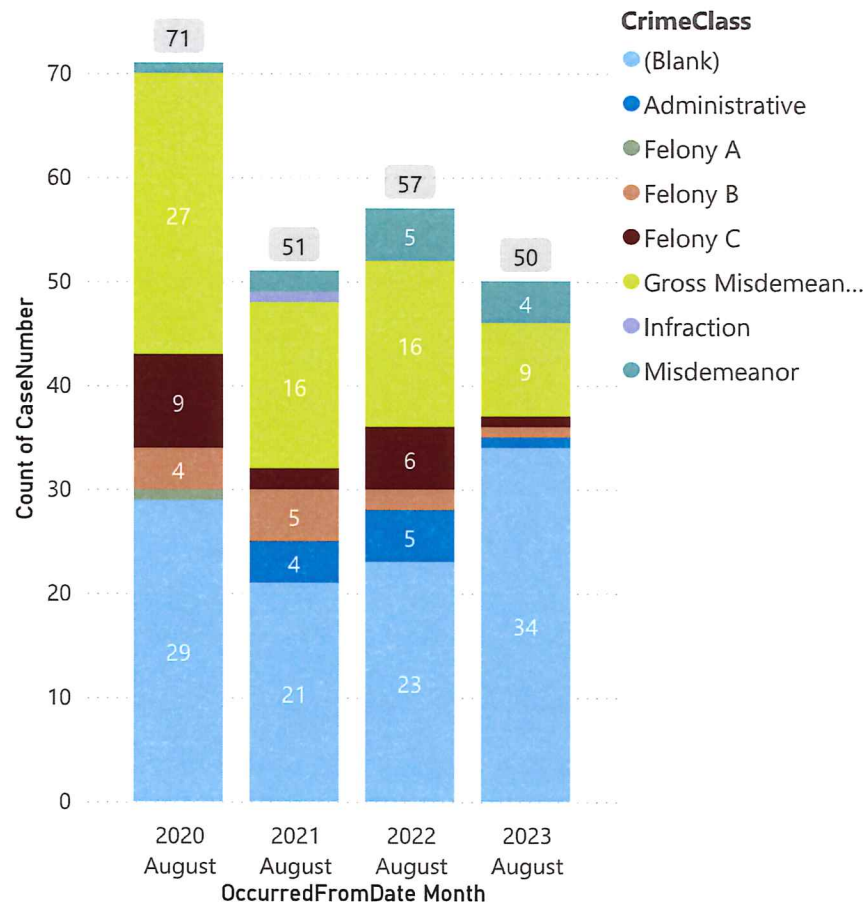


The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

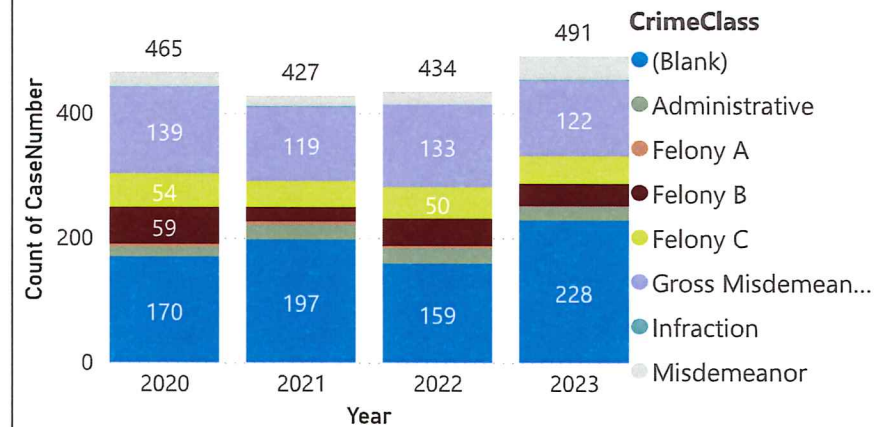
TOTAL CASES

IN THE STW BEAT

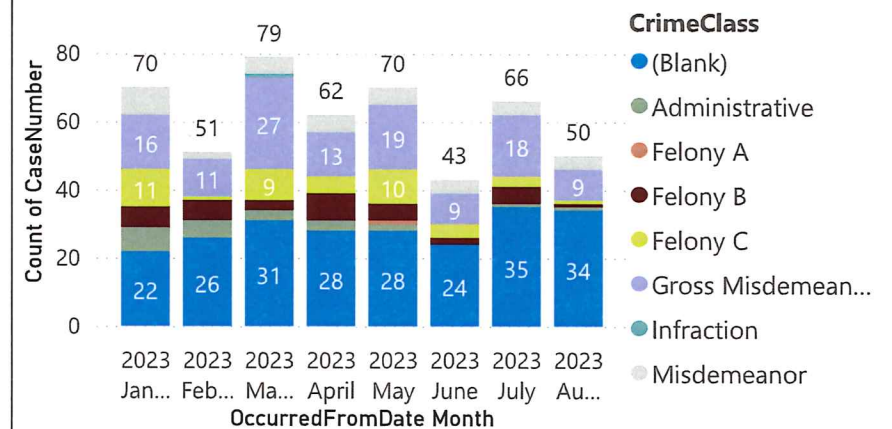
Cases, Previous Month, Yr over Yr



Case Count by Statute, Jan 1 - present, Yr over Yr



Case Count by Statute, Jan 1 - present, Current Year

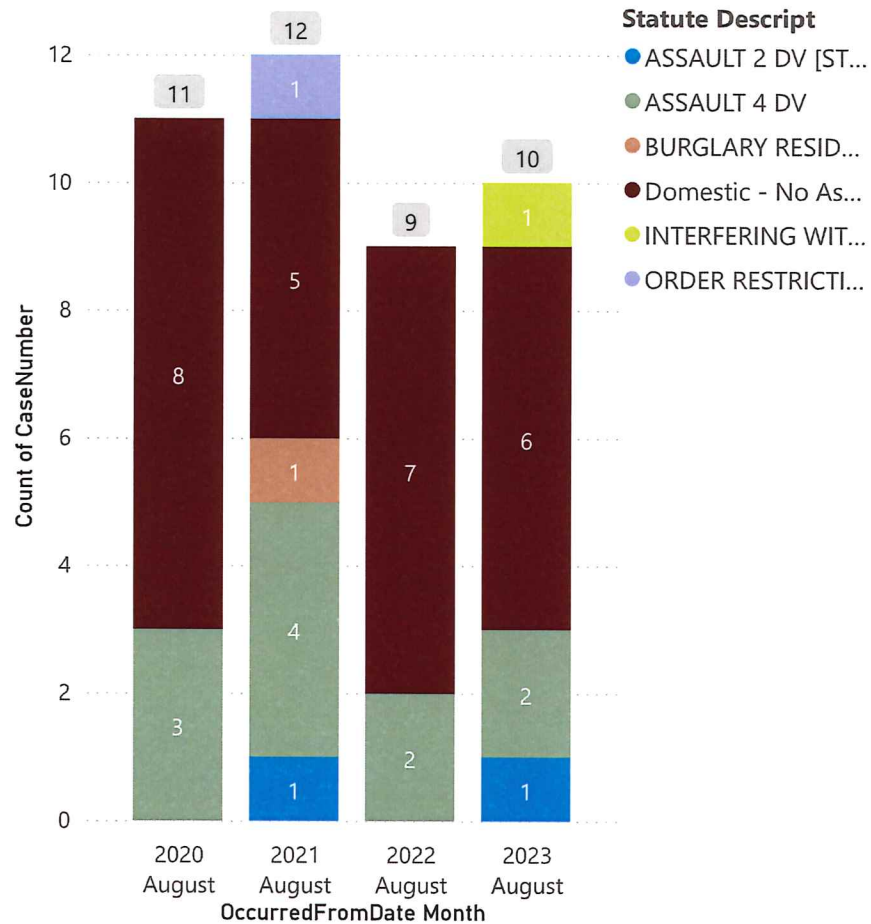


Domestic Related CASES

IN THE STW BEAT

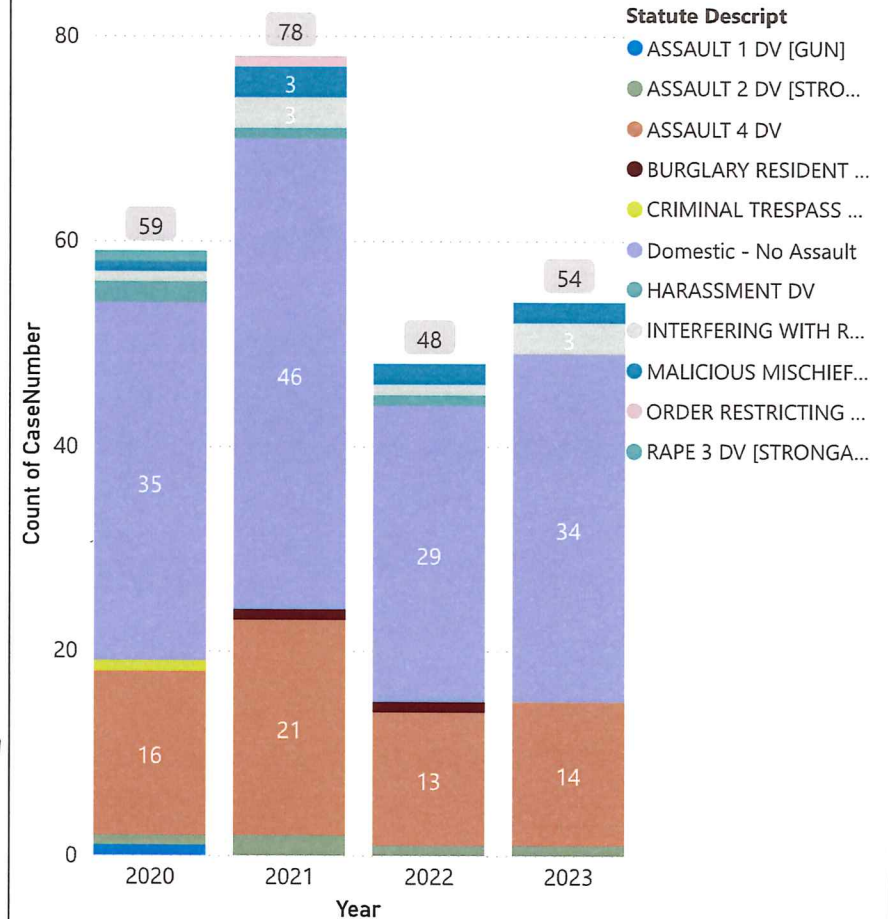
Previous Month Over Time

Count of CaseNumber by Year, Month and Statute Descript



To Date By Year

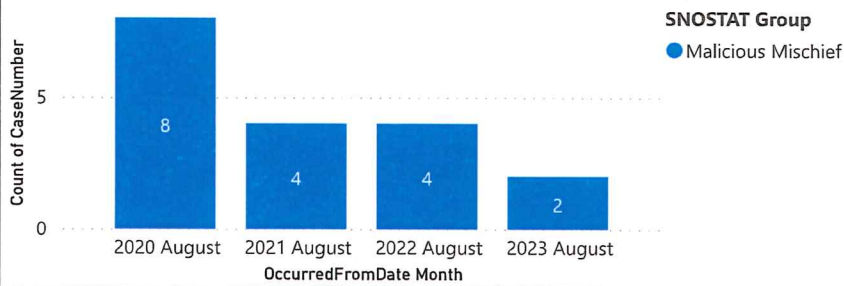
Count of CaseNumber by Year and Statute Descript



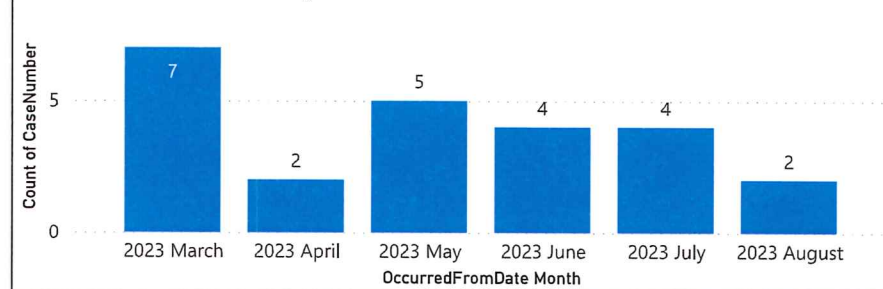


Malicious Mischief CASES

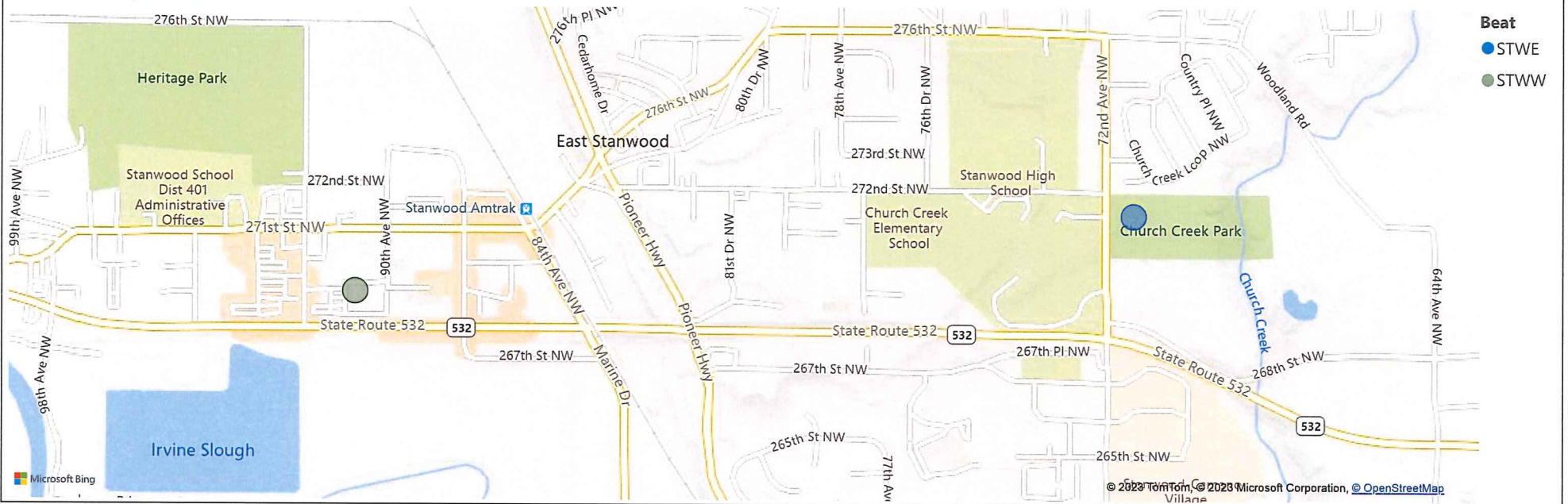
Count of CaseNumber by Year, Month and SNOSTAT Group



Count of CaseNumber by Year and Month



Cases in the past Calendar month, Current Year

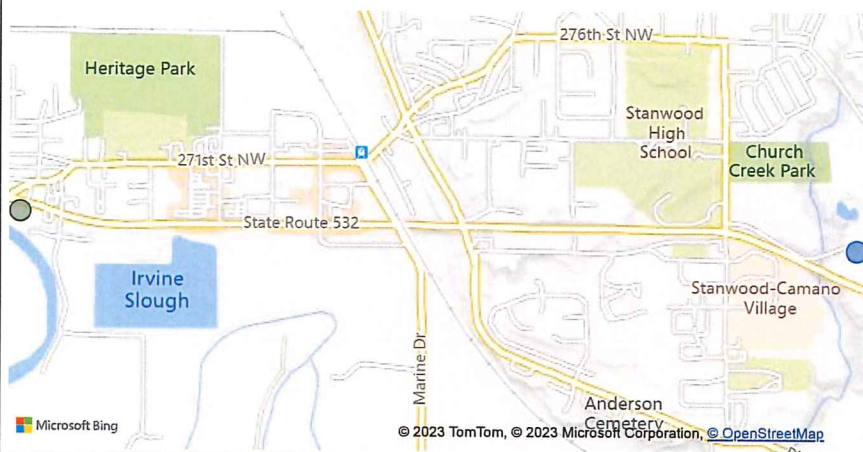




Auto Theft CASES

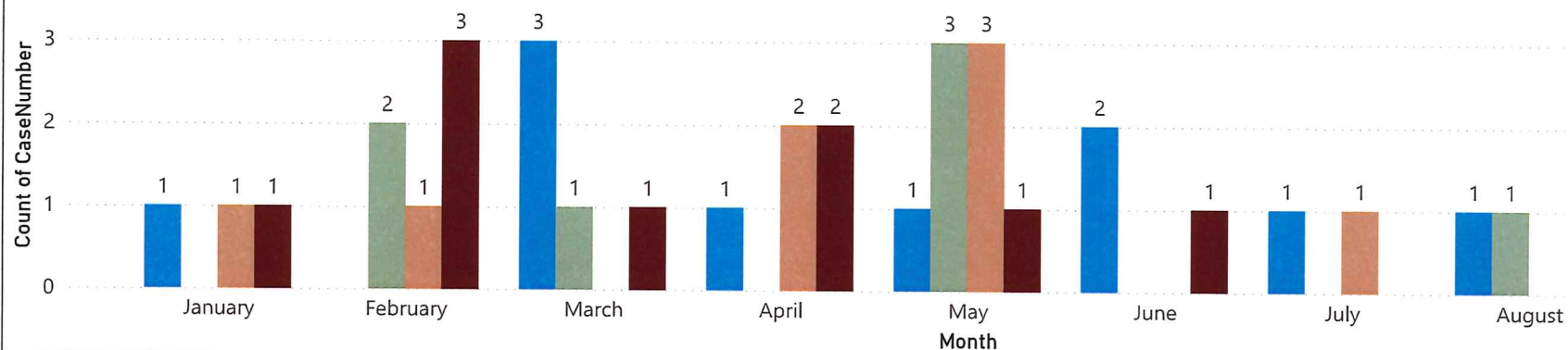
Past Six Calendar Months

Month ● March ● June



Jan 1 - Present, each year

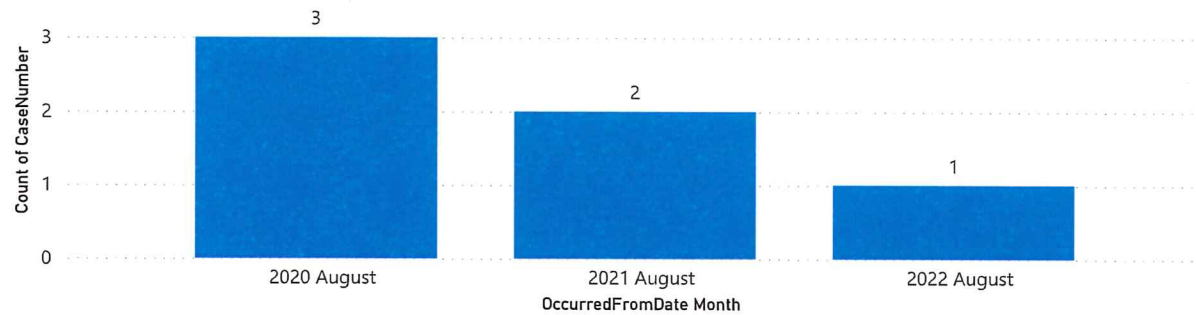
Year ● 2020 ● 2021 ● 2022 ● 2023





Vehicle Prowl CASES

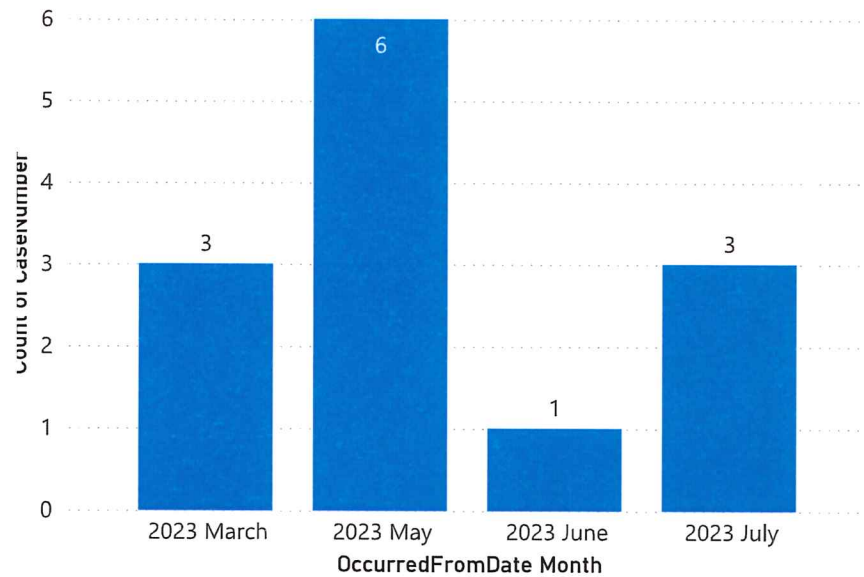
Count of CaseNumber by Year and Month



Jan 1 - Current Date, Current Year

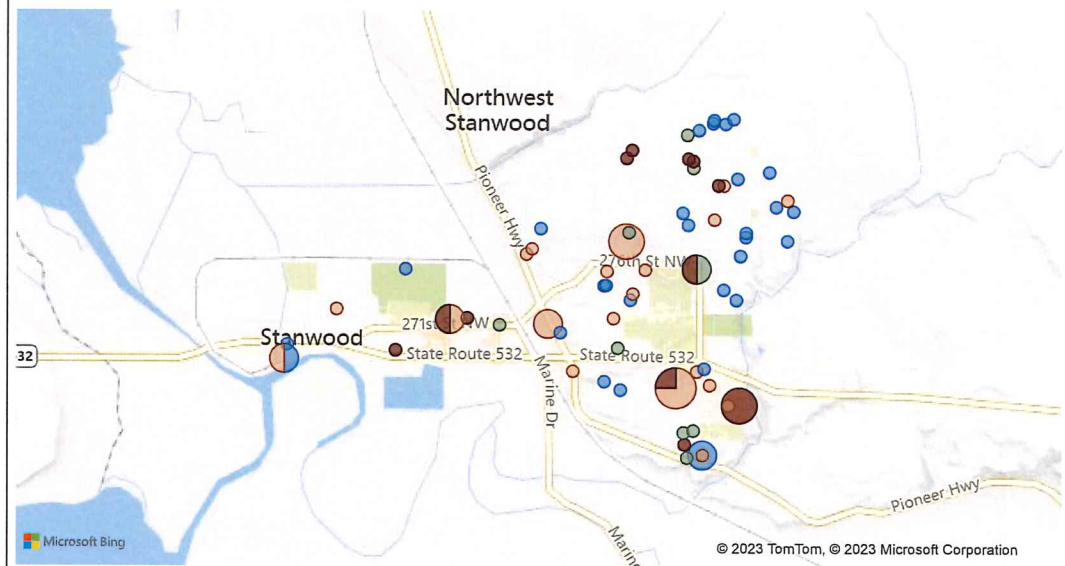
Year	Veh Prowl 1	Veh Prowl 2	Total
2020	1	29	30
2021		10	10
2022	4	22	25
2023		14	14

Count of CaseNumber by Year and Month



Count of CaseNumber by Year, Lat and Lon

Year ● 2020 ● 2021 ● 2022 ● 2023

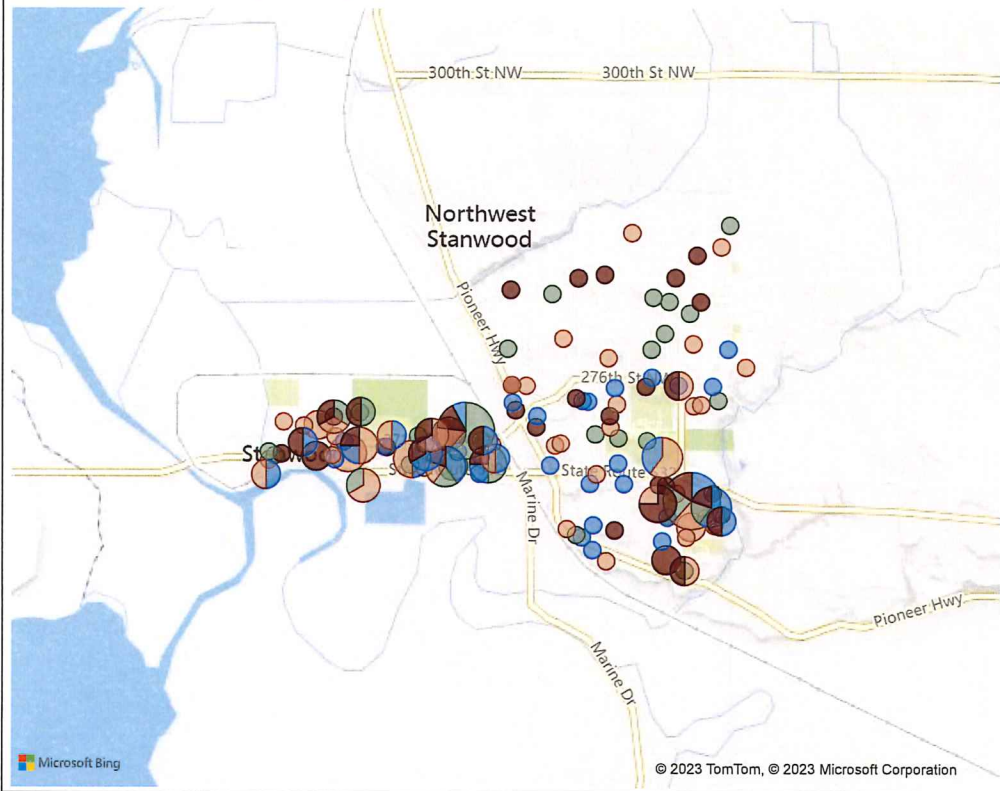




Theft CASES

Count of CaseNumber by Year, Lat and Lon

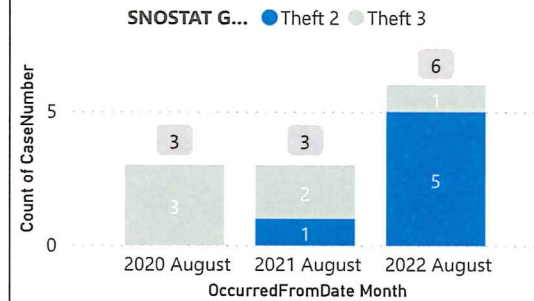
Year ● 2020 ● 2021 ● 2022 ● 2023



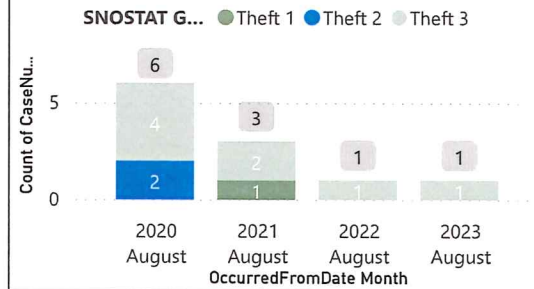
Jan 1 - Current Date

Beat	2020	2021	2022	2023
STWE	25	19	29	22
STWW	22	22	28	16
Total	47	41	57	38

Stanwood West



Stanwood East



Current YTD

Year	STWE	STWW
▼		
2023		
August	1	
July	3	3
June		5
May	6	1
April	4	
March	3	
February	2	4
January	3	3



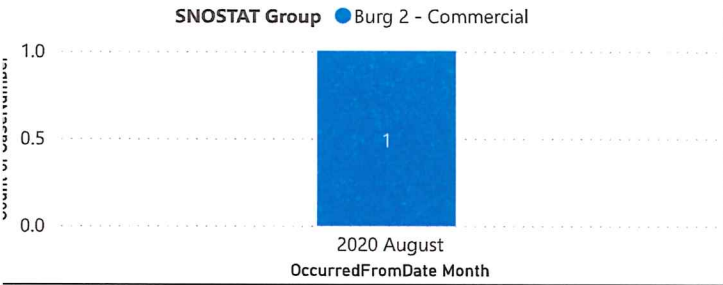
Burglary CASES

Jan 1 - Current Date

Year STWE STWW

2020	7	7
2021	4	5
2022	9	5
2023	7	7

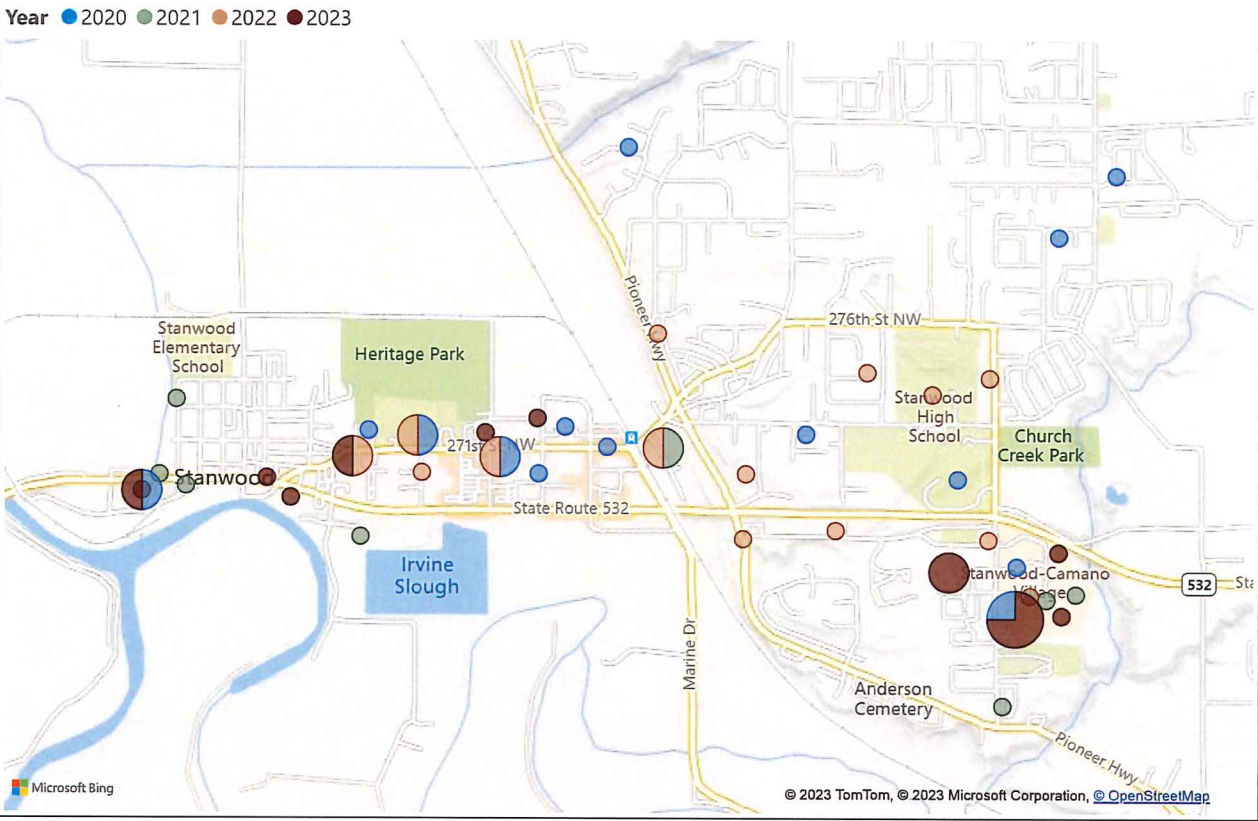
Stanwood West



Stanwood East



Count of CaseNumber by Year, Lat and Lon



This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a
DATE: September 14, 2023
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A – Finance/Personnel Committee Meeting
Minutes Aug. 24, 2023

SUMMARY STATEMENT

The minutes of the August 24, 2023, Finance/Personnel Meeting are attached to this staff report for council review.

	Finance & Personnel Committee Meeting Minutes August 24, 2023
---	---

Councilmembers Present: Andreena Bergman, Darren Robb, Tim Schmitt (Alternate)

Staff present: David Hammond, Finance Director

Chair Bergman called the meeting to order at 5:01pm

Agenda Items Discussed

1. Information Technology Services Contract Renewal

Finance Director Hammond provided an overview of the services agreement and the terms of the five-year renewal. Committee members discussed and based on the strong partnership with the county they support staff recommendation to renew the agreement.

Meeting adjourned at: 6:46 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: September 14, 2023

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 37333 through 37482 and electronic fund transfers in the amount of \$2,364,121.91. Approve issuance of Washington Federal payroll benefit checks 2162 through 2170 and electronic fund transfers in the amount of \$426,302.97.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 37333 THROUGH 37482 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$2,364,121.91. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL BENEFIT CHECKS 2162 THROUGH 2170 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$426,302.97.

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3722	07/27/2023	Claims	3	EFT	US Bank	9,302.55	4485 5945 44464 1495
3797	07/31/2023	Claims	3	EFT	WA St Dept of Revenue **	249.36	Leasehold Excise Tax 2nd QTR 2023
3819	08/08/2023	Payroll	3	EFT		4,206.18	July 2023 Payroll
3820	08/08/2023	Payroll	3	EFT		4,713.26	July 2023 Payroll
3821	08/08/2023	Payroll	3	EFT		4,613.54	July 2023 Payroll
3822	08/08/2023	Payroll	3	EFT		2,582.60	July 2023 Payroll
3823	08/08/2023	Payroll	3	EFT		3,028.85	July 2023 Payroll
3824	08/08/2023	Payroll	3	EFT		467.39	July 2023 Payroll
3825	08/08/2023	Payroll	3	EFT		3,398.42	July 2023 Payroll
3826	08/08/2023	Payroll	3	EFT		3,107.17	July 2023 Payroll
3827	08/08/2023	Payroll	3	EFT		1,783.32	July 2023 Payroll
3828	08/08/2023	Payroll	3	EFT		3,749.06	July 2023 Payroll
3829	08/08/2023	Payroll	3	EFT		7,772.11	July 2023 Payroll
3830	08/08/2023	Payroll	3	EFT		4,339.08	July 2023 Payroll
3831	08/08/2023	Payroll	3	EFT		2,532.79	July 2023 Payroll
3832	08/08/2023	Payroll	3	EFT		3,722.90	July 2023 Payroll
3833	08/08/2023	Payroll	3	EFT		3,236.79	July 2023 Payroll
3834	08/08/2023	Payroll	3	EFT		3,469.51	July 2023 Payroll
3835	08/08/2023	Payroll	3	EFT		1,914.77	July 2023 Payroll
3836	08/08/2023	Payroll	3	EFT		487.39	July 2023 Payroll
3837	08/08/2023	Payroll	3	EFT		4,267.49	July 2023 Payroll
3838	08/08/2023	Payroll	3	EFT		3,821.43	July 2023 Payroll
3839	08/08/2023	Payroll	3	EFT		7,231.60	July 2023 Payroll
3840	08/08/2023	Payroll	3	EFT		2,711.58	July 2023 Payroll
3841	08/08/2023	Payroll	3	EFT		6,139.47	July 2023 Payroll
3842	08/08/2023	Payroll	3	EFT		2,026.13	July 2023 Payroll
3843	08/08/2023	Payroll	3	EFT		2,314.42	July 2023 Payroll
3844	08/08/2023	Payroll	3	EFT		5,875.56	July 2023 Payroll
3845	08/08/2023	Payroll	3	EFT		5,413.62	July 2023 Payroll
3846	08/08/2023	Payroll	3	EFT		4,128.32	July 2023 Payroll
3847	08/08/2023	Payroll	3	EFT		487.39	July 2023 Payroll
3848	08/08/2023	Payroll	3	EFT		3,977.54	July 2023 Payroll
3849	08/08/2023	Payroll	3	EFT		487.39	July 2023 Payroll
3850	08/08/2023	Payroll	3	EFT		2,761.77	July 2023 Payroll
3851	08/08/2023	Payroll	3	EFT		4,543.68	July 2023 Payroll
3852	08/08/2023	Payroll	3	EFT		2,194.06	July 2023 Payroll
3853	08/08/2023	Payroll	3	EFT		437.30	July 2023 Payroll
3854	08/08/2023	Payroll	3	EFT		2,364.69	July 2023 Payroll
3855	08/08/2023	Payroll	3	EFT		3,332.16	July 2023 Payroll
3856	08/08/2023	Payroll	3	EFT		2,264.32	July 2023 Payroll
3857	08/08/2023	Payroll	3	EFT		1,823.44	July 2023 Payroll
3858	08/08/2023	Payroll	3	EFT		4,333.85	July 2023 Payroll
3859	08/08/2023	Payroll	3	EFT		487.48	July 2023 Payroll
3860	08/08/2023	Payroll	3	EFT		3,374.45	July 2023 Payroll
3861	08/08/2023	Payroll	3	EFT		5,196.17	July 2023 Payroll
3862	08/08/2023	Payroll	3	EFT		487.48	July 2023 Payroll
3863	08/08/2023	Payroll	3	EFT		5,108.14	July 2023 Payroll
3864	08/08/2023	Payroll	3	EFT		4,440.14	July 2023 Payroll
3865	08/08/2023	Payroll	3	EFT		7,163.24	July 2023 Payroll
3866	08/08/2023	Payroll	3	EFT		4,630.50	July 2023 Payroll
3867	08/08/2023	Payroll	3	EFT		2,337.47	July 2023 Payroll
3868	08/08/2023	Payroll	3	EFT		5,352.76	July 2023 Payroll
3869	08/08/2023	Payroll	3	EFT	HSA Bank	949.00	Pay Cycle(s) 08/08/2023 To 08/08/2023 - HSA Contributions ER; Pay Cycle(s) 08/08/2023 To 08/08/2023 - HSA Contr EE
3870	08/08/2023	Payroll	3	EFT	Internal Revenue Service (941)	78,962.79	941 Deposit for Pay Cycle(s) 08/08/2023 - 08/08/2023

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3871	08/08/2023	Payroll	3	EFT	Teamsters Union Local 231	1,786.00	Pay Cycle(s) 08/08/2023 To 08/08/2023 - Teamsters Dues
3872	08/08/2023	Payroll	3	EFT	WA St Department Of Retirement Systems	48,960.05	Pay Cycle(s) 08/08/2023 To 08/08/2023 - PERS2; Pay Cycle(s) 08/08/2023 To 08/08/2023 - PERS 3; Pay Cycle(s) 08/08/2023 To 08/08/2023 - 457 - DRS (DCP)
3905	08/03/2023	Claims	3	EFT	Chase Paymentech	2,032.86	July Paymentech Fees
3906	08/01/2023	Claims	3	EFT	Heartland Payment Systems	613.86	July 2023 Merchant Fees
3909	08/04/2023	Claims	3	EFT	Confluence Environmental Company	49,177.16	City of Stanwood; City of
3910	08/04/2023	Claims	3	EFT	ICONIX Waterworks (US) Inc.	1,249.29	CITSTA
3911	08/04/2023	Claims	3	EFT	RH2 Engineering Inc	2,945.60	City of Stanwood
3999	08/23/2023	Payroll	3	EFT		3,350.00	August 2023 Draw
4000	08/23/2023	Payroll	3	EFT		1,800.00	August 2023 Draw
4001	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4002	08/23/2023	Payroll	3	EFT		2,500.00	August 2023 Draw
4003	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4004	08/23/2023	Payroll	3	EFT		1,000.00	August 2023 Draw
4005	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4006	08/23/2023	Payroll	3	EFT		2,700.00	August 2023 Draw
4007	08/23/2023	Payroll	3	EFT		2,700.00	August 2023 Draw
4008	08/23/2023	Payroll	3	EFT		4,000.00	August 2023 Draw
4009	08/23/2023	Payroll	3	EFT		1,600.00	August 2023 Draw
4010	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4011	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4012	08/23/2023	Payroll	3	EFT		1,600.00	August 2023 Draw
4013	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4014	08/23/2023	Payroll	3	EFT		500.00	August 2023 Draw
4015	08/23/2023	Payroll	3	EFT		1,500.00	August 2023 Draw
4016	08/23/2023	Payroll	3	EFT		1,800.00	August 2023 Draw
4017	08/23/2023	Payroll	3	EFT		1,000.00	August 2023 Draw
4018	08/23/2023	Payroll	3	EFT		2,500.00	August 2023 Draw
4019	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4020	08/23/2023	Payroll	3	EFT		500.00	August 2023 Draw
4021	08/23/2023	Payroll	3	EFT		3,450.00	August 2023 Draw
4022	08/23/2023	Payroll	3	EFT		1,500.00	August 2023 Draw
4023	08/23/2023	Payroll	3	EFT		2,000.00	August 2023 Draw
4035	08/08/2023	Claims	3	EFT	Xpress/Bill Pay	780.64	July Fees
4049	08/10/2023	Claims	3	EFT	WA St Dept of Revenue **	14,722.86	City of Stanwood
4258	08/29/2023	Claims	3	EFT	Confluence Environmental Company	650.17	City of Stanwood
4259	08/29/2023	Claims	3	EFT	In-Depth Excavation, LLC	245,339.48	City of Stanwood
4260	08/29/2023	Claims	3	EFT	RH2 Engineering Inc	10,487.81	City of Stanwood
4261	08/29/2023	Claims	3	EFT	US Bank	13,462.24	4485 5945 5564 1495
4343	08/15/2023	Claims	3	EFT	Washington Federal Bank	293.01	August Service Charge WAFd
4355	08/28/2023	Claims	3	EFT	HSA Bank	7.50	H.S.A. fee for August
4359	08/30/2023	Claims	3	EFT	First American Title Escrow	582,559.18	Ramaley Property 26855 Pioneer Hwy. final payment for PD/Council Chambers
3873	08/08/2023	Payroll	3	2162	AFLAC	221.39	Pay Cycle(s) 08/08/2023 To 08/08/2023 - AFLAC, Pre-Tax; Pay Cycle(s) 08/08/2023 To 08/08/2023 - AFLAC, Post-Tax

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3874	08/08/2023	Payroll	3	2163	AWC Employee Benefit Trust	24,110.61	Pay Cycle(s) 08/08/2023 To 08/08/2023 - AWC - Health First 250; Pay Cycle(s) 08/08/2023 To 08/08/2023 - AWC- Dental J; Pay Cycle(s) 08/08/2023 To 08/08/2023 - AWC - Vision; Pay Cycle(s) 08/08/2023 To;
3875	08/08/2023	Payroll	3	2164	Colonial Life Insurance	66.75	Pay Cycle(s) 08/08/2023 To 08/08/2023 - Colonial Life Ins
3876	08/08/2023	Payroll	3	2165	Great-West Life & Annuity	4,920.00	Pay Cycle(s) 08/08/2023 To 08/08/2023 - 457 - Empower (Mass Mutual); Pay Cycle(s) 08/08/2023 To 08/08/2023 - Roth 457(b)Empower(MassMutual)
3877	08/08/2023	Payroll	3	2166	Legal Shield	63.85	Pay Cycle(s) 08/08/2023 To 08/08/2023 - Legal Shield
3878	08/08/2023	Payroll	3	2167	Mission Square	3,635.32	Pay Cycle(s) 08/08/2023 To 08/08/2023 - 457 - Mission Square Ret(ICMA)
3879	08/08/2023	Payroll	3	2168	Navia Benefits	505.00	Pay Cycle(s) 08/08/2023 To 08/08/2023 - Navia Limited FSA
3880	08/08/2023	Payroll	3	2169	Western Conference of Teamsters Pension Trust	2,655.74	Pay Cycle(s) 08/08/2023 To 08/08/2023 - WCTPP Contributions
3881	08/08/2023	Payroll	3	2170	Washington Teamsters Welfare Trust	38,826.30	Pay Cycle(s) 08/08/2023 To 08/08/2023 - Teamsters Dental; Pay Cycle(s) 08/08/2023 To 08/08/2023 - Teamsters Medical
3723	07/27/2023	Claims	3	37333	APP- Associated Petroleum Products	6,848.12	AP0100494
3724	07/27/2023	Claims	3	37334	Aramark Uniform Services, LLC	54.68	9379630000
3725	07/27/2023	Claims	3	37335	CDI	3,388.30	City of Stanwood
3726	07/27/2023	Claims	3	37336	City of Everett *	1,500.00	STACITG
3727	07/27/2023	Claims	3	37337	H D Fowler Company, Inc	18,802.19	197360
3728	07/27/2023	Claims	3	37338	Lenz Enterprises Inc	372.98	City of Stanwood; City of Stanwood; City of Stanwood
3729	07/27/2023	Claims	3	37339	Navia Benefits	50.00	City of Stanwood
3730	07/27/2023	Claims	3	37340	PUD Of Snohomish County *	471.65	202423729; 201942398; 200103539
3731	07/27/2023	Claims	3	37341	Pape' Machinery	188.17	6109854; 6109854
3732	07/27/2023	Claims	3	37342	Pye Barker Fire & Safety, LLC	559.35	C493803
3733	07/27/2023	Claims	3	37343	Ricoh USA, Inc.	193.96	1316669-3816549
3734	07/27/2023	Claims	3	37344	Skagit Farmers Supply	100.84	135052; 135052; 135052
3735	07/27/2023	Claims	3	37345	Sno Co District Court	1,268.08	DCT34003
3736	07/27/2023	Claims	3	37346	Sno Co Planning & Development Svcs	8,775.70	PD312579
3737	07/27/2023	Claims	3	37347	Sno Co Prosecuting Attorney	1,743.01	City of Stawnood
3738	07/27/2023	Claims	3	37348	Sno Co Sheriff's Office - CB	2,485.76	91-6001368
3739	07/27/2023	Claims	3	37349	Sno Co Sheriffs Office *	177,349.50	SSH00001; SSH00001
3740	07/27/2023	Claims	3	37350	Snohomish County Treasurer	31.02	City of Stanwood
3741	07/27/2023	Claims	3	37351	Stanwood Ace	429.47	20013; 20013; 20013; 20013
3742	07/27/2023	Claims	3	37352	WA St Treasurer	2,785.67	City of Stanwood
3743	07/27/2023	Claims	3	37353	Whitney Equipment Co Inc	3,868.13	City of Stanwood
3912	08/04/2023	Claims	3	37354	Aramark Uniform Services, LLC	54.68	937963000
3913	08/04/2023	Claims	3	37355	Badger Meter, Inc	154.35	460708
3914	08/04/2023	Claims	3	37356	Patrick J Burt	659.60	City of Stanwood

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3915	08/04/2023	Claims	3	37357	Cascade Natural Gas Corp	154.66	498 440 0000 7; 127 540 0000 3; 853 540 0000 2; 931 607 9072 6; 839 440 0000 5; 608 440 0000 4
3916	08/04/2023	Claims	3	37358	Community Resources Foundation	3,436.00	City of Stanwood
3917	08/04/2023	Claims	3	37359	Dawson Construction LLC	201,297.49	City of Stanwood; City of
3918	08/04/2023	Claims	3	37360	Edge Analytical, Inc	735.00	STA01; STA01; STA01; STA01
3919	08/04/2023	Claims	3	37361	FCS Group- Solutions- Oriented Consult.	1,862.50	City of Stanwood
3920	08/04/2023	Claims	3	37362	Fastenal	13.29	WAARN1604
3921	08/04/2023	Claims	3	37363	Granich Engineered Products Inc	864.26	CSP8
3922	08/04/2023	Claims	3	37364	Hamilton Lumber LLC	19.30	City of stanwood 66
3923	08/04/2023	Claims	3	37365	J.A. Brennan Associates, PLLC	18,816.25	City of Stanwood; City of Stanwood; City of Stanwood
3924	08/04/2023	Claims	3	37366	Keller Supply Company	627.92	22832; 22832
3925	08/04/2023	Claims	3	37367	Lenz Enterprises Inc	362.41	City of Stanwood; City of
3926	08/04/2023	Claims	3	37368	Munn Backflow Testing & Services, LLC	1,384.00	City of Stanwood
3927	08/04/2023	Claims	3	37369	Navia Benefits	50.00	City of Stanwood
3928	08/04/2023	Claims	3	37370	PUD Of Snohomish County *	9,457.30	223656299; 200592889; 200794063; 200208858; 200128742; 200367373
3929	08/04/2023	Claims	3	37371	Pace Engineers, Inc	3,621.25	City of Stanwood
3930	08/04/2023	Claims	3	37372	Perteet Inc.	24,023.15	City of Stanwood; City of Stanwood; City of Stanwood
3931	08/04/2023	Claims	3	37373	Pitney Bowes Inc- Purchase Power *	600.00	8000-9090-0519-5677
3932	08/04/2023	Claims	3	37374	Platt Electric Supply, Inc	178.62	24127; 24127; 24127; 24127
3933	08/04/2023	Claims	3	37375	Ricoh USA, Inc-Maint	344.73	4250811; 4250811; 4250811; 4250811
3934	08/04/2023	Claims	3	37376	Charlee N Rowland	550.91	City of Stanwood
3935	08/04/2023	Claims	3	37377	Safeway	69.80	191483
3936	08/04/2023	Claims	3	37378	Shred-it US JV LLC	44.74	1000283524
3937	08/04/2023	Claims	3	37379	Skagit Farmers Supply	1,379.72	135052; 135052; 135052; 135052; 135052; 135052; 135052
3938	08/04/2023	Claims	3	37380	Skagit Valley Publishing	446.16	48893; 48893; 48893; 48893; 48893
3939	08/04/2023	Claims	3	37381	Amanda Slattery	59.00	City of Stanwood
3940	08/04/2023	Claims	3	37382	Sno Co Information Services *	12,484.40	DIS1107
3941	08/04/2023	Claims	3	37383	Sno Co Prosecuting Attorney	300.00	City of Stanwood
3942	08/04/2023	Claims	3	37384	Snohomish County 911	9,153.42	City of Stanwood
3943	08/04/2023	Claims	3	37385	Stanwood Ace	805.53	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
3944	08/04/2023	Claims	3	37386	Stanwood Auto Parts	49.67	56100; 56100
3945	08/04/2023	Claims	3	37387	Stilly Auto Parts Napa	56.37	27197
3946	08/04/2023	Claims	3	37388	Strategies 360 Inc	2,000.00	City of Stanwood
3947	08/04/2023	Claims	3	37389	Thompson Guildner & Associates Inc. P.S.	5,982.60	City of Stanwood
3948	08/04/2023	Claims	3	37390	USA Bluebook	201.03	478228
3949	08/04/2023	Claims	3	37391	Unum Life Insurance	88.40	0220603-036 2
3950	08/04/2023	Claims	3	37392	Verizon Wireless	1,319.72	372541731-00001
3951	08/04/2023	Claims	3	37393	WA Cities Insurance	60.00	City of Stanwood
3952	08/04/2023	Claims	3	37394	Wave Broadband	152.42	3201-0316545-01
3953	08/04/2023	Claims	3	37395	Ziply Fiber	85.93	360-939-0579-080320-5
3954	08/04/2023	Claims	3	37396	Zumar Industries, Inc	67.85	000683

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4050	08/10/2023	Claims	3	37397	APP- Associated Petroleum Products	10,114.37	AP0100494; AP0100494
4051	08/10/2023	Claims	3	37398	Aramark Uniform Services, LLC	109.36	937963000; 937963000
4052	08/10/2023	Claims	3	37399	Calhoun & De Jong Inc.	48.26	City of Stanwood 1CITY 07
4053	08/10/2023	Claims	3	37400	Code Publishing Company, Inc	2,645.61	ST4659
4054	08/10/2023	Claims	3	37401	Daily Journal Of Commerce, Inc	379.50	36274097
4055	08/10/2023	Claims	3	37402	Grainger, Inc	259.79	848089215
4056	08/10/2023	Claims	3	37403	H D Fowler Company, Inc	63.22	City of Stanwood 197360
4057	08/10/2023	Claims	3	37404	Hamilton Lumber LLC	140.53	City of Stanwood 66; City of Stanwood 66; City of Stanwood 66
4058	08/10/2023	Claims	3	37405	Integra Clear Co	901.84	STAN02
4059	08/10/2023	Claims	3	37406	J.A. Brennan Associates, PLLC	236.00	City of Stanwood
4060	08/10/2023	Claims	3	37407	Josephine Sunset Home	2,555.99	City of Stanwood
4061	08/10/2023	Claims	3	37408	Scott R Justesen	131.15	City of Stanwood
4062	08/10/2023	Claims	3	37409	Lou's Gloves	1,025.00	STA629
4063	08/10/2023	Claims	3	37410	ODP Business Solutions, LLC	347.18	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
4064	08/10/2023	Claims	3	37411	PUD Of Snohomish County *	12,964.70	200633634; 200240505; 200142180; 200738672
4065	08/10/2023	Claims	3	37412	Ricoh USA, Inc.	543.26	131669-3800327; 1316669-3800377
4066	08/10/2023	Claims	3	37413	Rodda Paint	3,497.60	631460
4067	08/10/2023	Claims	3	37414	Skagit Valley Publishing	115.83	48893
4068	08/10/2023	Claims	3	37415	Sno Co Public Works *	1,422.73	CR000024
4069	08/10/2023	Claims	3	37416	Stanwood Ace	34.05	20013; 20013
4070	08/10/2023	Claims	3	37417	Stanwood Auto Parts	48.07	56100
4071	08/10/2023	Claims	3	37418	Stilly Auto Parts Napa	39.44	27197
4072	08/10/2023	Claims	3	37419	US Bank Na Custody/ Treas Div- Money Ctr	70.00	777221717
4073	08/10/2023	Claims	3	37420	USA Bluebook	528.03	478228
4074	08/10/2023	Claims	3	37421	Utilities Underground Loc	127.71	134200
4075	08/10/2023	Claims	3	37422	Verizon Wireless	350.00	742373248-00001
4076	08/10/2023	Claims	3	37423	WM Corporate Services, Inc.	882.27	26-99387-33004
4077	08/10/2023	Claims	3	37424	Wave Broadband	132.02	3201-0316547-01
4078	08/10/2023	Claims	3	37425	Western Exterminator Company	477.55	683591; 683591; 683591
4079	08/10/2023	Claims	3	37426	Ziply Fiber	1,492.77	360-629-4907-072497-5; 206-188-0411-053105-5
4262	08/29/2023	Claims	3	37427	Aramark Uniform Services, LLC	164.04	937963000; 937963000; 937963000
4263	08/29/2023	Claims	3	37428	Associated Earth Sciences, Inc.	13,060.66	CYST02
4264	08/29/2023	Claims	3	37429	BHC Consultants, LLC	4,166.05	City of Stanwood
4265	08/29/2023	Claims	3	37430	Cascade Septic Pumping, LLC	936.80	City of Stanwood; City of
4266	08/29/2023	Claims	3	37431	Code Publishing Company, Inc	660.00	ST4659
4267	08/29/2023	Claims	3	37432	Edge Analytical, Inc	671.00	STA01; STA01; STA01; STA01
4268	08/29/2023	Claims	3	37433	FCS Group- Solutions- Oriented Consult.	5,540.00	City of Stanwood
4269	08/29/2023	Claims	3	37434	Granich Engineered Products Inc	2,527.05	CSP8-City of Stanwood
4270	08/29/2023	Claims	3	37435	Robert Half International, Inc	943.92	03640-101120000
4271	08/29/2023	Claims	3	37436	Hamilton Lumber LLC	78.22	City of Stanwood 66
4272	08/29/2023	Claims	3	37437	Interwest Construction Inc.	493,341.27	City of Stanwood; City of
4273	08/29/2023	Claims	3	37438	Judha of Lion Landscaping And Services L		correct for retainage
4274	08/29/2023	Claims	3	37439	Keller Supply Company	298.54	22832; 22832; 22832
4275	08/29/2023	Claims	3	37440	Lankford Associates, Inc.	6,445.00	City of Stanwood

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4276	08/29/2023	Claims	3	37441	Lenz Enterprises Inc	1,111.78	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
4277	08/29/2023	Claims	3	37442	Mackenzie	27,162.80	City of Stanwood
4278	08/29/2023	Claims	3	37443	Maul Foster Alongi, Inc.	736.25	City of Stanwood
4279	08/29/2023	Claims	3	37444	Leaders for Public Safety Mayors & Business	3,750.00	City of Stanwood
4280	08/29/2023	Claims	3	37445	Monarch Tree Services	13,804.59	44695
4281	08/29/2023	Claims	3	37446	National Barricade Co LLC	186.50	City of Stanwood; City of Stanwood; City of Stanwood
4282	08/29/2023	Claims	3	37447	ODP Business Solutions, LLC	228.13	36274097; 36274097; 36274097
4283	08/29/2023	Claims	3	37448	PUD Of Snohomish County *	8,095.91	201942398; 200103539; 200794063; 200208858; 202423729; 200592889
4284	08/29/2023	Claims	3	37449	Pape' Machinery	402.64	6109854; 6109854
4285	08/29/2023	Claims	3	37450	Perteet Inc.	3,615.00	City of Stanwood
4286	08/29/2023	Claims	3	37451	Platt Electric Supply, Inc	26.10	24127
4287	08/29/2023	Claims	3	37452	Pye Barker Fire & Safety, LLC	587.70	C493801
4288	08/29/2023	Claims	3	37453	Quality Controls Corporation	1,035.00	City of Stanwood
4289	08/29/2023	Claims	3	37454	Refund -Dapper Plumbing and Heating	52.50	City of Stanwood
4290	08/29/2023	Claims	3	37455	Ricoh USA, Inc.	595.97	1316669-3800642; 1316669-3800326; 1316669-3816549
4291	08/29/2023	Claims	3	37456	Rodda Paint	307.23	631460; 631460
4292	08/29/2023	Claims	3	37457	Safeway	33.40	191483
4293	08/29/2023	Claims	3	37458	The Sherwin-Williams Co	123.52	City of Stanwood xxxx-3380-7
4294	08/29/2023	Claims	3	37459	Skagit Farmers Supply	741.19	135052; 135052; 135052; 135052
4295	08/29/2023	Claims	3	37460	Skagit Valley Publishing	364.65	48893; 48893; 48893; 48893
4296	08/29/2023	Claims	3	37461	Amanda Slattery	63.50	City of Stanwood
4297	08/29/2023	Claims	3	37462	Sno Co District Court	819.54	DCT34003
4298	08/29/2023	Claims	3	37463	Sno Co Human Services Dept *	633.43	HSALC088
4299	08/29/2023	Claims	3	37464	Sno Co Sheriff's Office - CB	6,956.66	91-6001368
4300	08/29/2023	Claims	3	37465	Sno Co Sheriffs Office *	175,952.50	SSH00001
4301	08/29/2023	Claims	3	37466	Stanwood Ace	1,249.54	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
4302	08/29/2023	Claims	3	37467	Stanwood Auto Parts	290.21	56100; 56100; 56100
4303	08/29/2023	Claims	3	37468	Stanwood Camano Food Bank	36,599.47	City of Stanwood
4304	08/29/2023	Claims	3	37469	Stillaguamish Outdoor Media Corp.	2,500.00	City of Stanwood
4305	08/29/2023	Claims	3	37470	Stilly Auto Parts Napa	9.44	27197
4306	08/29/2023	Claims	3	37471	Summit Law Group	6,985.75	20150-1 JXL; 20150-1 JXL
4307	08/29/2023	Claims	3	37472	TMG Services Inc	118.60	1920010
4308	08/29/2023	Claims	3	37473	Transpogroup Inc	2,266.25	City of Stanwood
4309	08/29/2023	Claims	3	37474	USA Bluebook	997.33	478228
4310	08/29/2023	Claims	3	37475	WA St Dept of Licensing *	672.00	City of Stanwood
4311	08/29/2023	Claims	3	37476	WIN-911	74.40	City of Stanwood
4312	08/29/2023	Claims	3	37477	WM Corporate Services, Inc.	416.90	8-58270-85007
4313	08/29/2023	Claims	3	37478	Washington State Patrol *	198.75	C91-6001127
4314	08/29/2023	Claims	3	37479	Wave Broadband	152.42	3201-0316545-01
4315	08/29/2023	Claims	3	37480	West Coast Code Consultants,	2,369.70	City of Stanwood
4316	08/29/2023	Claims	3	37481	Ziply Fiber	85.93	360-939-0579-080320-5

CHECK REGISTER

City Of Stanwood

Time: 13:33:45 Date: 09/01/2023

07/27/2023 To: 09/01/2023

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4374	08/31/2023	Claims	3	37482	Judha of Lion Landscaping And Services L	22,017.77	City of Stanwood
		001 General Fund				703,357.97	
		101 Street Fund				52,040.86	
		103 Street Construction Fund				604,910.38	
		104 Park And Trail Improvement Fund				101,683.43	
		110 Building Improvement Fund				624,848.61	
		115 Tourism And Promotion				5,400.02	
		401 Sewer Fund				116,191.37	
		403 Sewer Construction Fund				415,256.96	
		410 Drainage Fund				37,728.98	
		411 Drainage Construction Fund				1,703.70	
		421 Water Fund				104,273.77	
		422 Water Construction Fund				21,572.57	
		630 Agency Fund				1,456.26	
							Claims: 2,364,121.91
		* Transaction Has Mixed Revenue And Expense Accounts				2,790,424.88	Payroll: 426,302.97

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 herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director () Auditing Officer Wendy Donham Date: 9/1/23
 (x) Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: September 14, 2023
SUBJECT: City Council Regular Meeting Minutes – August 10, 2023
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

August 10, 2023, Regular City Council Meeting minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE AUGUST 10, 2023, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.

CITY OF STANWOOD

**Regular Meeting of the City Council
Thursday, August 10, 2023 – 7:00 p.m.
In-Person & Zoom Online Meeting
MINUTES**

1. Call to Order and Pledge of Allegiance

Mayor Pro Tem Tim Pearce called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

City Clerk Lisa Sokolik called the roll with the following Councilmembers Present: Dani Gaumond, Marcus Metz, Darren Robb, Tim Pearce, Steve Shepro, Andreena Bergman, and Tim Schmitt. The meeting was quorate.

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Fire Chief John Cermak, Police Sgt. Adam Wirth, City Attorney Emily Guildner, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

*Motion by Councilmember Shepro, second by Councilmember Metz to approve the agenda as published. **Motion carried unanimously.***

4. Presentations - None

5. Public Comments - None

6. Staff / Department Reports

- a. Police CompStat Report – July
- b. Finance Q2 Report

7. Council Committee Reports

- a. Finance and Personnel Committee Meeting Minutes – July 27, 2023
- b. Public Safety Committee Meeting Minutes – June 8, 2023
- c. Public Works Committee Meeting Minutes – July 10, 2023

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve City Council Regular Meeting Minutes – July 27, 2023

*Motion by Councilmember Metz, second by Councilmember Gaumond to approve the consent agenda items A and B. **Motion carried unanimously.***

9. Unfinished Business - None

10. Public Hearing - None

11. New Business

- a. Authorize Final Acceptance for the Irvine Slough Stormwater Separation (IS4) Phase 3 Project Completed by Taylor's Excavators

City Administrator Smith noted a correction to the staff report under background, City Council approved the contract with Taylor's at the May 26th meeting. The project is complete and working well, however, it came in over budget due to quantity updates and five change orders:

1. Repair the parking lot at Jimmy's Pizza.
2. Repair a section of IS4 Phase 1 pipe that failed while installing the phase 3 pipe.
3. Construction delays due to unlocated utility lines.
4. The project did not have a line item for dewatering.
5. Trench backfill.

Motion by Councilmember Robb, second by Councilmember Bergman to authorize the final acceptance of the IS4 Phase 3 project completed by Taylor's Excavators, Inc.
Motion carried unanimously.

- b. Authorize Final Acceptance for the 92nd Avenue Sidewalk Project Completed by Dawson Construction

City Administrator Smith said this project is complete and looks really good and came in under budget by a little over 10%.

Motion by Councilmember Metz, second by Councilmember Gaumond to authorize the final acceptance of the 92nd Avenue Sidewalk project completed by Dawson Construction, LLC.
Motion carried unanimously.

- c. Authorize the Mayor to Sign a Contract with Wrecking Ball Demolition & Abatement for the Johnson Property Buildings Hazardous materials Removal

City Administrator Smith explained that two bids were received, the low bidder was deemed unresponsive due to not having the required certifications to perform this type of work. This work needs to be done before the buildings can be demolished and the site is prepped for the dike repair.

Motion by Councilmember Metz, second by Councilmember Robb to authorize the Mayor to sign a contract with Wrecking Ball Demolition & Abatement for the Johnson Farm Hazardous Material Removal project for \$192,382.66.

Roll call of votes was taken:

<i>Councilmember Metz</i>	– Yes
<i>Councilmember Robb</i>	– Yes
<i>Councilmember Pearce</i>	– Yes
<i>Councilmember Shepro</i>	– No
<i>Councilmember Bergman</i>	– No
<i>Councilmember Schmitt</i>	– Yes
<i>Councilmember Gaumond</i>	– Yes

Motion carried 5 to 2.

12. Public Closing Comments – None

13. Executive/Legislative Reports

a. Mayor Pro Tem Report

- The Stanwood Fair was fantastic, it's the second year back from Covid and the numbers are growing. Councilmember Bergman won many baking awards.
- The number one requests/comments for the fair was to have new restrooms. The construction of the new restrooms was finished just in time for opening day, a big thank you to Snohomish County Councilman Nate Nehring who helped keep the project rolling so the restrooms could be finished in time.
- The sidewalk on 80th Ave was poured today, everyone is excited about this project!

b. City Administrator Report

- Smith gave his apologies to everyone for the traffic delays and the disruption to businesses with all the projects happening right now. It is unfortunate, but we have no choice if we want to make improvements to the city.
- The high school students put together the hanging baskets that are hung around town. They are huge and beautiful, probably the best that he's seen. Pearce agreed and thanked the high school for a great job. Councilmember also loves the hanging baskets.

c. Councilmember's Report/Questions

- Thank you to Smith for the addition to the weekly staff report. It was very informative to see all the things that staff work on and not just the highlights.
- It is great to see all the capital projects getting done and completed, as the saying goes 'getting it off the page and start building'.
- Kudos to Smith, Hushagen and the PW crew for the prompt response to a safety concern at an intersection not belonging to the city. Staff was persistent and continued to work with another jurisdiction until the issue was resolved.
- Police staff continue to make National Night Out a great event.
- It was wonderful to see so many groups participate in the Stanwood parade.

14. Recess to Executive Session: - None

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Pro Tem Pearce adjourned the meeting at 7:25 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: September 14, 2023
SUBJECT: City Council Special Workshop Minutes – August 10, 2023
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the August 10, 2023, City Council Special Workshop are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE AUGUST 10, 2023, CITY COUNCIL SPECIAL WORKSHOP AS PRESENTED.

CITY OF STANWOOD

City Council Special Workshop Meeting
Thursday, August 10, 2023 – 5:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood

MINUTES

Call to Order

Mayor Pro Tem Tim Pearce called the meeting to order at 5:00 p.m.

Attendance

Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Tim Pearce, Steve Shepro, Andreena Bergman, and Tim Schmitt.

Also present: City Administrator Shawn Smith, Finance Director David Hammond, City Clerk Lisa Sokolik.

1. Discussion of the 2024-2029 Capital Improvement Plan

City Administrator Smith led the discussion on the 2024-2029 CIP with input from Finance Director Hammond.

Councilmembers discussed and asked questions about current CIP projects, how projects will be funded and discussed potential projects that can be added to the CIP.

The CIP will be discussed at the September Public Works Committee meeting and then to full Council on September 26th.

Adjourn

Mayor Pro Tem Pearce Adjourned the meeting at 6:15 pm.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d
DATE: September 14, 2023
SUBJECT: HGAC Buy Interlocal Purchasing Agreement
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A – Interlocal Agreement Between Houston-Galveston Area Council Cooperative and the City of Stanwood

PURPOSE

The purpose of this agenda item is for Council consideration of a an interlocal agreement with the Houston-Galveston Area Council (HGAC) for Cooperative purchasing.

BACKGROUND

Purchasing cooperatives allow the city to obtain advantageous pricing and terms with low administrative costs. Specifically, participation in this ILA will allow the city to purchase temporary administrative support (as part of the electronic records management initiative) with Robert Half Staffing at advantageous pricing.

The City participates in four other purchasing cooperatives; the Washington State Contract for purchasing vehicles, large mowers and other equipment, the Washington State Information Processing Cooperative, Buyboard, Omnia Partners (formerly NCPA), and Sourcewell (formerly NJPA), which we also use to purchase equipment. Participation in these cooperatives saves staff a significant amount of time because the cooperative has already completed the competitive procurement process, adhering to the bidding rules by using a scope of solicitation, public notice and advertising, proposal receipt and opening, objective evaluation, official award, posting and review of approved contract documents.

ANALYSIS

Fiscal Impact			
There is no direct fiscal impact to entering into this purchasing agreement.			
Fund(s):			
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends Council authorize the mayor to sign an interlocal agreement with the Houston-Galveston Area Council.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City Council may authorize the mayor to sign an interlocal agreement with the Houston-Galveston Area Council.
2. The City Council may choose not to authorize the mayor to sign an interlocal agreement with the Houston-Galveston Area Council.
3. The City Council may direct staff to provide additional information.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

ARTICLE 6. TERMINATION / CANCELLATION
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

ARTICLE 6: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

DISPUTES IN VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Name of End User (*local government, agency, or non-profit corporation*)

Mailing Address

City	State	ZIP Code

*By: _____
Signature of chief elected or appointed official

Typed Name & Title of Signatory _____

* _____
Date _____

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

**Denotes required fields*

rev. 4/18

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No. _____

Fx No. : _____

E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: _____

Fx No. _____

E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: _____

Fx No. : _____

E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: _____

Fx No. : _____

E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: _____

Fx No. : _____

E-Mail Address: _____

* denotes required fields

This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e

DATE: September 14, 2023

SUBJECT: Interlocal Cooperation Agreement-Amendment 2

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A – Snohomish County Housing and Community Development Urban Housing Consortium, Interlocal Cooperation Agreement, Amendment 2

SUMMARY STATEMENT

In 1999, the city entered into an interlocal agreement with Snohomish County that enables cooperation in participation in Department of Housing and Urban Development Programs on a regional level. The agreement was amended once, in 2014, and an additional amendment is required for participation. This amendment is limited to additional assurances that in relation to the grant, which is administered at the county level, the city will comply with federal statutes, including:

Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24CFR5.151 and 5.152, affirmatively furthering-fair-housing-definitions-and-certifications, Section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulation at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws.

RECOMMENDED MOTION

**MOTION TO AUTHORIZE THE MAYOR TO SIGN THE SNOHOMISH COUNTY
HOUSING AND COMMUNITY DEVELOPMENT URBAN COUNTY CONSORTIUM
INTERLOCAL COOPERATION AGREEMENT AMENDMENT TWO**



Snohomish County

Human Services

3000 Rockefeller Ave., M/S 305
Everett, WA 98201-4046
(425) 388-7200
FAX (425) 259-1444
www.snoco.org

August 30, 2023

The Honorable Sid Roberts
Mayor of City of Stanwood
10220 270th St NW
Stanwood, WA 98292

Dave Somers
County Executive

RE: Immediate Action Required

Amended Renewal I of Interlocal Cooperation Agreement for "Urban County"
Requalification with the U.S. Department of Housing and Urban Development (HUD)

Dear Mayor Roberts:

This letter is to inform you that you received a letter dated May 5, 2023 that renews the 2021-2023 Interlocal Cooperation Agreement with Snohomish County will be automatically renewed for Fiscal Years 2024-2026 (July 1, 2024, to June 30, 2027) unless you wish to pursue termination of the agreement, which must be done in writing. HUD CPD Notice 23-02 requires amended language to the Interlocal Cooperative Agreement with Snohomish County.

Snohomish County is designated as an "Urban County" under the HUD Block Grant programs, and thereby receives direct annual grants from HUD under these programs. The programs include Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG). The funds are used to help meet affordable housing and community development needs in our community.

The cities and towns in the County have joined in the Urban County Consortium through Interlocal Cooperation Agreements. This increases the level of assured annual funding for use throughout the County and the participating cities and towns. We hope that you will continue to participate as a member of our Urban County Consortium.

Every three years, HUD requires Snohomish County to re-qualify as an "Urban County" for continued receipt of the grant funds by renewing the Interlocal Cooperation Agreements. Your current agreement for Federal Fiscal Years 2021, 2022 and 2023 extends through June 30, 2023. Under a notice from HUD (CPD-23-02), re-qualification must be done at this time to renew the agreement for Federal Fiscal Years 2024, 2025, and 2026 for the program grant period of July 1, 2024, through June 30, 2026.

If you intend to continue participating in the Urban County Consortium, you will need sign the Amended Interlocal Cooperation Agreement for the Urban County Requalification with the U.S. Department of Housing and Urban Development.

Upon execution of the amended renewal, membership in the Consortium will be binding for the 2024-2026 period. During that time, participating members of the Consortium may apply for funding under the CDBG, HOME, and ESG funds that come to our Consortium, but may not

apply for funding under the State CDBG program (membership does not preclude the Urban County or the members from applying to the State for HOME or ESG funds, if the State allows). Conversely, a city or town which is not a member of the Consortium cannot receive Urban County funding, but may apply to the State.

According to the letter dated May 5, 2023, If you intended to withdraw from the Urban County Consortium, you must have notified both the County and HUD in writing by June 15, 2023, that you will be terminating the agreement at the end of the current period and will not participate for the 2024-2026 qualification period. If you do not sign the amended agreement, your participation in the Urban County Consortium will terminate at the end of the current 2021-2023 renewal period. Updated contacts are provided below.

Jackie Anderson, Division Manager
Housing and Community Services.
M/S 305
3000 Rockefeller Ave
Everett, WA 98201

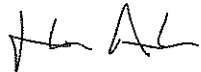
and

Carma Reed, Acting Director
Office of Community Planning & Development
U.S. Department of Housing and Urban Development
909 First Ave., Suite 300
Seattle, WA 98104-1000

Enclosed are two (2) originals of the amendment which the required changes. **The amendment must be authorized by formal action of the City Council and both copies signed by the authorized chief executive officer.** We much receive back two signed originals of the amendment and a copy of the Council's authorization (Motion, certified copy of minutes). Please mail these documents to be received by Jackie Anderson at the address above. In order to met our deadline for submission to HUD, **we must receive this documentation by September 15, 2023.**

We appreciate your current partnership and look forward to executing this amended renewing agreement and continuing this cooperative relationship. Please contact Jackie Anderson, Division Manager, Housing and Community Services, at (425) 388-3237 or jackiem.anderson@snoco.org if you have any questions.

Sincerely,



Jackie Anderson, Division Manager, Housing and Community Services
Snohomish County Human Services Department

**SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT
URBAN COUNTY CONSORTIUM**

INTERLOCAL COOPERATION AGREEMENT
Amendment 2

WHEREAS, Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as “County”) and the City of Stanwood hereinafter referred to as “unit of local government”), pursuant to the Interlocal Cooperation Act of 1967, as amended, entered into an Interlocal Cooperation Agreement in 1999 together with other participating units of local government in Snohomish County for the Snohomish County Housing and Community Development Urban County Consortium; and

WHEREAS, the purpose of the Agreement is to qualify as an Urban County for receipt of Community Development Block Grant (hereinafter “CDBG”), HOME Investment Partnership Program (hereinafter “HOME”), Emergency Solutions Grant Program (hereinafter “ESG”) and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; and

WHEREAS, the original term of the agreement was for Federal Fiscal Years 2000, 2001, and 2002, and the Agreement has been automatically renewed for successive three-year terms through the current term for Federal Fiscal Years 2021, 2022, and 2023 in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG, and other grant funds; and

WHEREAS, in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG, and other grant funds for Federal Fiscal Years 2024, 2025, and 2026, the U.S. Department of Housing and Urban Development is requiring that the Agreement to add certain language regarding compliance with federal regulations.

NOW, THEREFORE, the County and the unit of local government hereby agree as follows:

1. Section 4 of the Agreement is amended to read:

Snohomish County and the unit of local government will take all actions necessary to assure compliance with the Urban County’s certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974. Snohomish County and the unit of local government shall ensure that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring->

affirmatively furthering fair housing definitions and certifications. Both parties must comply with Section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulation at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws.

2. All other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this **AGREEMENT**, this _____ day of _____, 2023.

FOR _____

ATTEST:

BY _____

BY _____

TITLE _____

TITLE _____

FOR SNOHOMISH COUNTY

ATTEST:

BY _____

BY _____

TITLE _____

TITLE _____

APPROVED AS TO FORM:



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8f

DATE: September 14, 2023

SUBJECT: Permissive Use Agreement-West Edge Development

CONTACT PERSON: Tansy Schroeder, City Planner

ATTACHMENTS: A – Permissive Use Agreement – West Edge Development - Three LLC.

SUMMARY STATEMENT

In 2016, the City signed a permissive use agreement (2016-18) with Vine Street Investors, LLC in regard to the Church Creek Park disc golf encroachments onto the subject property. An updated permissive use agreement to reflect the new ownership of the property, West Edge Development – Three LLC, is attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MAYOR TO SIGN THE UPDATED PERMISSIVE USE AGREEMENT WITH WEST EDGE DEVELOPMENT – THREE LLC.

PERMISSIVE USE PERMIT AGREEMENT

WHEREAS, WEST EDGE DEVELOPMENT - THREE, LLC, a Washington Limited Liability Company, hereinafter "WEST EDGE DEVELOPMENT – THREE", is the owner of the following-described property situated in Snohomish County, Washington:

SEC 20 TWP 32 RGE 04RT50A) THE S 330 FT OF N 825 FT OF SE 1/4 SW 1/4 - LESS ST HWY., Snohomish County, Washington

hereinafter "the property"; and

WHEREAS, the CITY OF STANWOOD hereinafter "THE CITY" is the owner of the Church Creek Park, which contains a Frisbee disc golf course located adjacent to the property, hereinafter "the Frisbee disc golf course"; and

WHEREAS, the tee box for the third hole of the golf course encroaches onto the property hereinafter "the encroachment area" and

WHEREAS, the parties desire the continued use of the Frisbee disc golf course for the benefit of the community; NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits to be derived by the parties and indemnification of WEST EDGE DEVELOPMENT – THREE by THE CITY, WEST EDGE DEVELOPMENT – THREE hereby grants unto THE CITY a permit to keep the tee box located within the encroachment area, subject to the following terms and conditions:

1. This permit applies only to the encroachment area as depicted on the certain survey map or drawing attached hereto and incorporated herein by reference.
2. THE CITY hereby assumes all risk of loss, damage or injury that may result from the presence of THE CITY, guests and/or invitees upon the encroachment area. THE CITY agrees to indemnify, defend and save WEST EDGE DEVELOPMENT – THREE harmless from any and all claims, whether to persons or property or otherwise, arising in any manner from the presence of THE CITY and/or THE CITY'S guests and/or invitees upon the encroachment area. In the event a claim is made against WEST EDGE DEVELOPMENT - THREE, or WEST EDGE DEVELOPMENT - THREE is made a party to any litigation commenced by or against THE CITY, then THE CITY shall indemnify, defend and hold WEST EDGE DEVELOPMENT - THREE harmless from and against any such claims, and shall pay all reasonable costs, expenses and reasonable attorney's fees incurred in said defense. The provisions of this paragraph shall survive the termination of this permit.
3. After obtaining WEST EDGE DEVELOPMENT – THREE'S consent, the City may make, at its expense, those improvements or alterations to the Premises the City, provided that any repairs, improvements or alterations by the City may only be done at times and in conformity with plans and specifications approved in advance in writing by WEST EDGE DEVELOPMENT - THREE. The City shall make all such improvements

and alterations in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction, the City shall complete, at its sole expense, any alterations to the Property required because of the City's improvements and alterations, including any alterations required under the Americans with Disabilities Act. The City shall reimburse WEST EDGE DEVELOPMENT - THREE for any cost incurred by WEST EDGE DEVELOPMENT - THREE in the event WEST EDGE DEVELOPMENT - THREE is required to assist in obtaining any approvals. If requested by WEST EDGE DEVELOPMENT - THREE, the City shall post a bond or other security reasonably satisfactory to WEST EDGE DEVELOPMENT - THREE to protect WEST EDGE DEVELOPMENT - THREE against liens arising from work performed by or for the City. All work performed must be done in a workmanlike manner and with material (when not specifically described in the specifications approved by WEST EDGE DEVELOPMENT - THREE and will be the property of WEST EDGE DEVELOPMENT - THREE upon the expiration or earlier termination of possession of the property by the City, unless WEST EDGE DEVELOPMENT - THREE requires the City to remove any such improvements or alterations. In the event WEST EDGE DEVELOPMENT - THREE elects to require the City to remove such improvements or alterations, the City shall restore the Premises to the condition it was in at the commencement of the Term, reasonable wear and tear excepted.

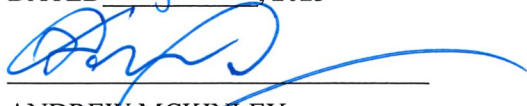
4. This Permit may be revoked and terminated upon 30 days written notice to THE CITY at the sole and exclusive discretion of WEST EDGE DEVELOPMENT - THREE. In the event of revocation or termination the City shall, at its own expense, remove all improvements within the encroachment area and shall return the subject property to its original condition before the installation of the improvements.

5. THE CITY's use of the encroachment area is permissive, and in no event shall THE CITY, or its assigns, at any time assert any prescriptive rights or rights by way of adverse possession arising from said encroachment.

6. This agreement constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this Agreement and Permit. WEST EDGE DEVELOPMENT - THREE and THE CITY hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement and Permit upon written agreement by both parties to such alteration, amendment or modification. This Agreement and Permit is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees and assigns.

7. In any proceeding brought to interpret or enforce this agreement or to determine the rights of the parties under this Agreement and Permit, 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 a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this Agreement and Permit, 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.

DATED August 29, 2023



ANDREW MCKINLEY
WEST EDGE DEVELOPMENT – THREE, LLC

DATED _____, 2023

SID ROBETS, MAYOR
CITY OF STANWOOD, Grantee

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 29 day of August 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ANDREW MCKINLEY**, to me known to be the Manager of **WEST EDGE DEVELOPMENT - THREE, LLC**, the limited liability company and said person acknowledged that he signed this Permissive Use Permit Agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.





CHRISTY MARIE WARD
NOTARY PUBLIC in and for the State of
Washington, residing at Lake Stevens
My commission expires: 8/19/25

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____ 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SID ROBERTS**, to me known to be the Mayor of City of Stanwood, and said person acknowledged that he signed this Permissive Use Permit Agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10

DATE: September 14, 2023

SUBJECT: Street Vacation – Alleyway between 88th Avenue NW and 90th Avenue NW / 1934 Properties LLC Request

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A. Ordinance 1524 – Skagit Farmers Street Vacation

PURPOSE

The purpose of this agenda item is for Council consideration to approve a Street Vacation to allow for vacating an alleyway located north of 271st Street NW between 88th Avenue NW and 90th Avenue NW submitted by Pacific Survey and Engineering on behalf of 1934 Properties LLC. In exchange for the street vacation, the applicant will dedicate to the City the roadway along the eastern and northern boundaries of their property.

Proposed Street Vacation and Dedication

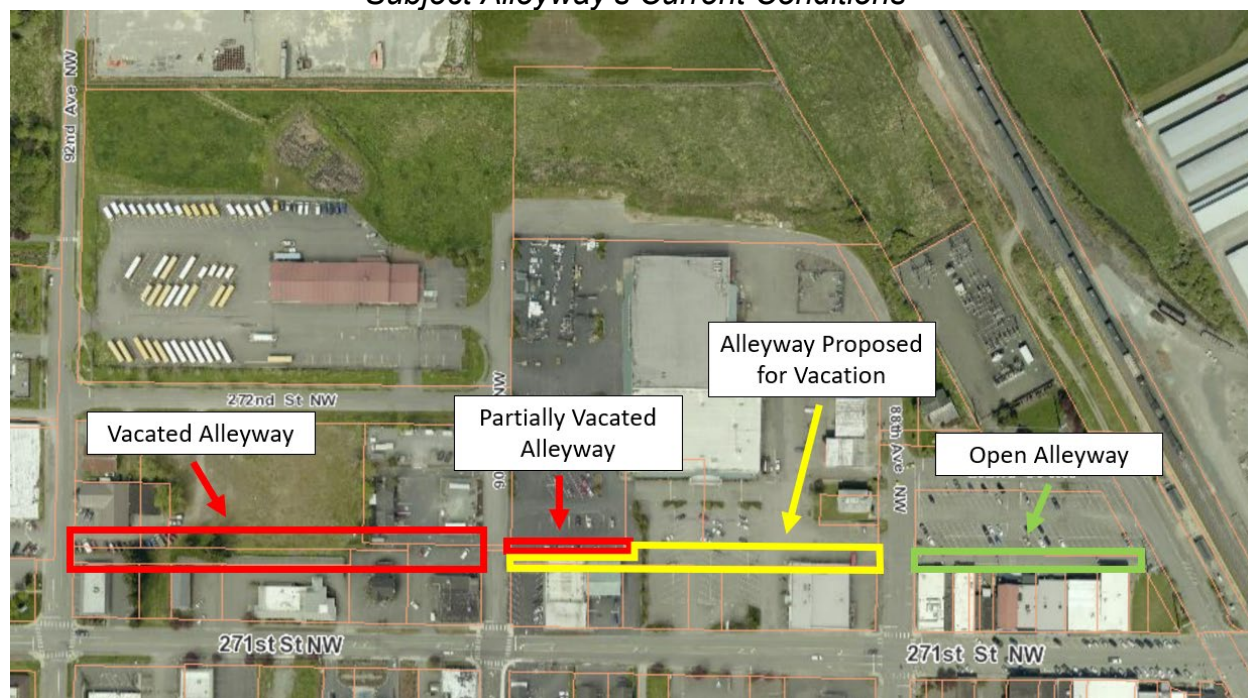


BACKGROUND

The Country Store recently purchased their building and the surrounding properties and have been in the process of remodeling their building. They have begun reconstructing their parking lot to improve pedestrian and vehicle access. As part of this process, they are requesting a street vacation to eliminate the old, unused right-of-way that runs through their front parking lot and in exchange they will dedicate to the City the roadway along the eastern and northern boundaries of their property.

Portions of the subject alleyway to the west located between 90th Avenue NW and 92nd Avenue NW have already been vacated. The subject portion of the alleyway has not operated as an open right-of-way for the last 30 years.

Subject Alleyway's Current Conditions



ANALYSIS

A street vacation transfers land ownership back to the properties that dedicated the land to begin with. Stanwood Municipal Code (SMP) 14.48 regulates the processing of street vacation requests. On July 27, 2023 City Council adopted Resolution 2023-12 to set a public hearing date of September 14, 2023 for consideration of adopting Ordinance 1524 to approve the street vacation. City staff has posted public notice for the public hearing in accordance with Stanwood Municipal Code noticing requirements. No written objections from abutting property owners were received for the proposed street vacation.

This right-of-way currently is being utilized for parking at the Skagit Farmers Supply Country Store. There is no established public travel on this section of right-of-way. The property owner proposes to dedicate to the City the roadway along the eastern and northern boundaries of their property which is currently being used for public travel. The

following criteria are required to be addressed for deciding upon all street vacation petitions pursuant to SMC 14.48.100.(2):

(a) That the vacation will provide a public benefit, and/or will be for a public purpose, which public benefit may consist of economic and business support derived by the community from the petitioners;	The public right-of-way is currently being used as a parking lot for the surrounding commercial businesses. In exchange for the street vacation, the applicant will dedicate to the City the roadway along the eastern and northern boundaries of their property.
(b) That the right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;	The public is currently using the northern and eastern portions of the applicant's property as a public street. The applicant is proposing to dedicate these areas as public right-of-way to facilitate the public use of these areas.
(c) That the public need shall not be adversely affected;	The area proposed to be vacated has not been used as a public road in at least 30 years and has not been maintained by the City. In its current state, the properties abutting the alleyway are all owned by the same entity, 1934 Properties LLC, and it is currently being used as a parking lot for the surrounding commercial businesses. The proposed Street Vacation and subsequent Boundary Line Adjustment will help clean up the grid system of Stanwood's downtown traffic routes and configure the property and public street into a more conducive figuration for the current use and public use.
(d) That the right-of-way is not contemplated or needed for future public use;	The alleyway proposed for vacation appears to be an unopened right-of-way. The alleyway has historically been used by the adjacent private properties over the last 30 years. A future increase in public need is not anticipated. Downtown Stanwood's streets are on a grid system providing multiple routes for public traffic and opportunities if need increases.
(e) That no abutting owner becomes landlocked or its access will not be substantially impaired; i.e., there must be an alternative motive ingress and egress, even if less convenient; and	All properties abutting the proposed street vacation have alternate means of ingress and egress either from the public 271st Street NW, the public 88th Avenue NW, or the public 90th Avenue NW. The proposed street vacation will not result in any landlocked properties.
(f) That provision has been made for utility easements, when needed for the right to construct, repair, and maintain public utility	There are no recorded sewer utilities located within the subject alleyway. There are no recorded storm sewer lines within the subject alleyway, but there are multiple catch basins. There are no recorded

facilities.	water utilities located within the subject alleyway. There is a recorded water main line traversing vertically through the subject property north of the alley which will include a recorded utilities easement at the time of the Boundary Line Adjustment. There may be other utilities present that are not recorded.
-------------	--

FINANCIAL IMPACT

Because the proposal exchanges right-of-way no appraisal is needed. SMC 14.48.060.(3)(c) does not require compensation for street vacations when the vacation is traded for property of equal or greater value.

STAFF RECOMMENDATION

Staff is supportive of this street vacation as the area to be vacated has not been used as a public road in at least 30 years, and what the community uses as a public street is actually on private property, which will be dedicated to the City as part of the street vacation request.

COMMITTEE RECOMMENDATION

The Public Works Committee reviewed the proposal on December 5, 2022. The Committee is supportive of the street vacation and recommends that staff continue to work with the Country Store on the application materials and forward to Council when ready to proceed.

CITY COUNCIL OPTIONS

1. Approve the first reading of Ordinance 1524 vacating a portion of an alleyway located north of 271st Street NW between 88th Avenue NW and 90th Avenue NW.
2. Request changes to Ordinance 1524 and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

RECOMMENDED MOTION

I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 1524 AS SET FORTH IN ATTACHMENT “A” VACATING A PORTION OF AN ALLEYWAY LOCATED NORTH OF 271ST STREET NW BETWEEN 88TH AVENUE NW AND 90TH AVENUE NW.

ATTACHMENT A

CITY OF STANWOOD WASHINGTON

ORDINANCE 1524

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, APPROVING THE VACATION OF RIGHT-OF-WAY ON A PORTION OF AN ALLEYWAY LOCATED NORTH OF 271ST STREET NW BETWEEN 88TH AVENUE NW AND 90TH AVENUE NW.

WHEREAS, the City of Stanwood has received a Petition to vacate a portion of an alleyway located north of 271st Street NW between 88th Avenue NW and 90th Avenue NW pursuant to Chapter 14.48 Stanwood Municipal Code, and

WHEREAS, said petition was signed by the owners of more than two thirds of the property abutting the street to be vacated; and

WHEREAS, the full legal description of the real property proposed to be vacated is described in Exhibit 'A' and depicted on Exhibit 'B' and is attached hereto and incorporated herein by this reference; and

WHEREAS, the petitioner has also proposed to dedicate to the City a portion of their property between 88th Avenue NW and 90th Avenue NW that has historically been used as a public road by the community; and

WHEREAS, the full legal description of the real property proposed to be dedicated is described in Exhibit 'C' and depicted on Exhibit 'D' and is attached hereto and incorporated herein by this reference; and

WHEREAS, because the proposal exchanges right-of-way no appraisal is needed; and

WHEREAS, SMC 14.48.060.(3)(c) does not require compensation for street vacations when the vacation is traded for property of equal or greater value; and

WHEREAS, SMC 14.48.050 requires a public hearing on such an action and that the date of such public hearing must be fixed by Resolution of the City Council and shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution; and

WHEREAS, the action of vacating a street or roadway is categorically exempt from environmental review pursuant to SMC 17.149.090 and is therefore not subject to SEPA rules and determinations; and

WHEREAS, Resolution 2023-12 calling for a public hearing regarding the vacation of the subject right of way was adopted by the City Council on July 27th, 2023; and

WHEREAS, the City of Stanwood gave public notice of the pendency of the vacation petition and the time and place fixed for the hearing of the petition by written notice posted in three of the most public places in the City, and a like notice posted in a conspicuous place on the street sought to be vacated, and mailed notices of public hearing to adjacent property owners in accordance with the requirements of SMC 17.80.330.; and

WHEREAS, a public hearing was held before the City Council on September 14th, 2023, and all persons wishing to be heard on the matter were heard; and

WHEREAS, the petitioner has agreed to meet certain conditions as set forth herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Vacation. Subject to the conditions set forth in Section 2 of this ordinance, that portion of an alleyway located north of 271st Street NW between 88th Avenue NW and 90th Avenue NW as legally described on attached **EXHIBIT A** and depicted on attached **EXHIBIT B**, which are incorporated herein by this reference, is hereby vacated, and the property lying in said portion of the street right of way described in Exhibit A, shall belong to the petitioner who is the adjacent property owner.

Section 2. Condition of Vacation. The vacation is contingent on the applicant deeding the proposed dedication to the City.

Section 3. Effective Date. This ordinance shall not be published or become effective until all compensation and fees and costs have been paid in full by the petitioner and all conditions of the City Council have been complied with. This ordinance shall take effect five days after adoption and publication by summary. This vacation and the transfer of title to petitioner shall be effective at such time as this ordinance is recorded in the office of the County Auditor. The City Clerk is directed to record a certified copy of this ordinance with the Snohomish County Auditor's Office upon confirmation from the Public Works Director that all conditions set forth in this ordinance, including, but not limited to payment of compensation in full to the City as set forth herein, have been fulfilled. Costs of recording shall be the responsibility of the owner/petitioner. Following recording of this ordinance, a certified copy shall be sent to the Snohomish County Treasurer's Office.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Implementation. The City Administrator or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this ordinance.

PASSED by the City Council and **APPROVED** by the Mayor this 14th day of September, 2023.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

Attest:

By _____
Lisa M. Sokolik, City Clerk

Approved as to form:

By _____
Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

**CITY OF STANWOOD
Stanwood, Washington**

ORDINANCE NO. 1524

EXHIBIT 'A'

LEGAL DESCRIPTION OF PROPOSED VACATION:

ALLEY VACATION LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, PLAT OF FIRST ADDITION TO EAST STANWOOD, RECORDED IN VOLUME 9 OF PLATS, PAGE 53, RECORDS OF SNOHOMISH COUNTY, WASHINGTON SAID CORNER BEING ON THE WEST MARGIN OF 88TH AVENUE NORTHWEST; THENCE ALONG THE SAID MARGIN NORTH 00°50'53" EAST, 30.00 FEET; THENCE DEPARTING SAID LINE AT RIGHT ANGLES NORTH 89°09'07" WEST, 405.00 FEET; THENCE SOUTH 00°50'53" WEST, 10.00 FEET; THENCE NORTH 89°09'07" WEST, 175.00 FEET TO THE EAST MARGIN OF 90TH AVENUE NORTHWEST; THENCE ALONG SAID MARGIN SOUTH 00°50'53" WEST 20.00 FEET; THENCE DEPARTING SAID MARGIN AT RIGHT ANGLES SOUTH 89°09'07" EAST, 580.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON.

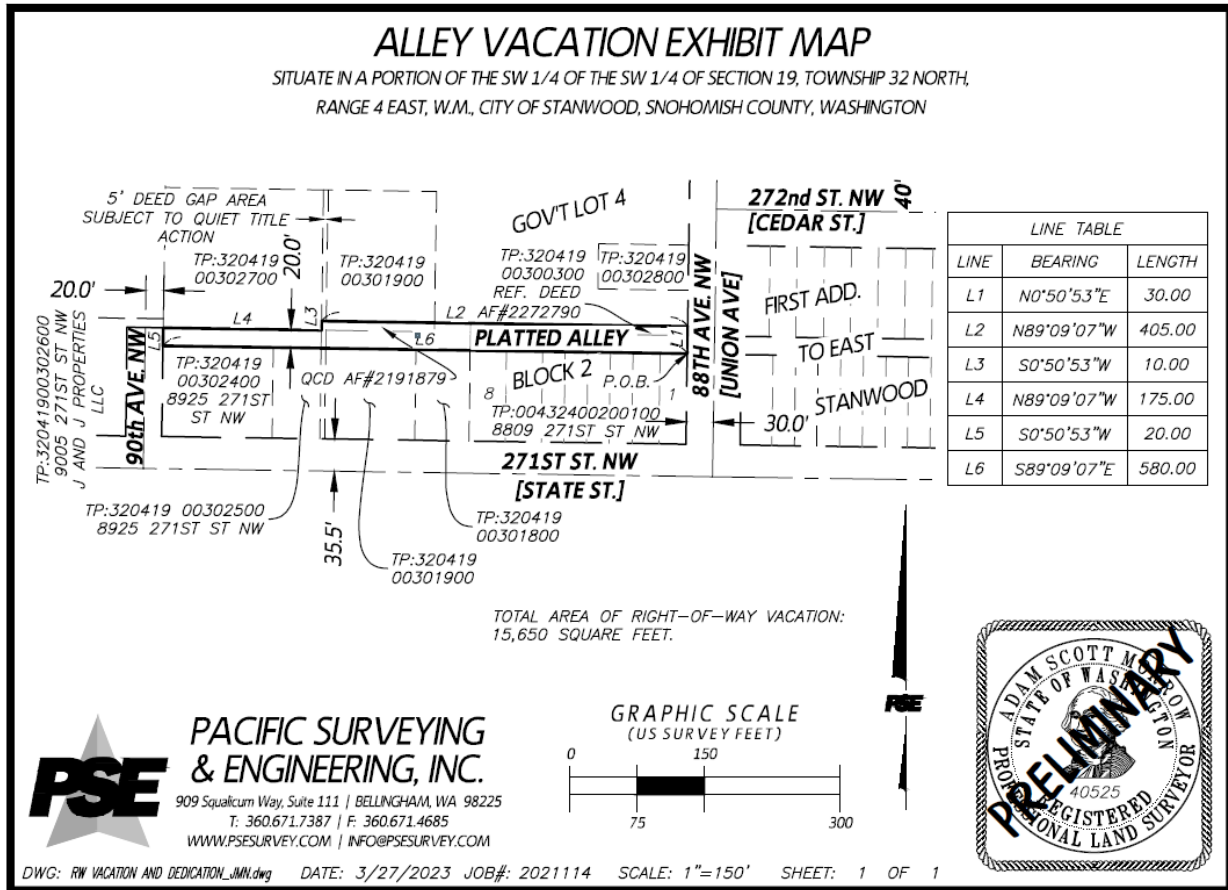
CONTAINING 15,560 SQUARE FEET, MORE OR LESS.

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE NO. 1524

EXHIBIT 'B'

VICINITY MAP OF PROPOSED VACATION:



**CITY OF STANWOOD
Stanwood, Washington**

ORDINANCE NO. 1524

EXHIBIT 'C'

LEGAL DESCRIPTION OF PROPOSED DEDICATION:

PARCEL C:

THE SOUTH 60.00 FEET OF THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL A AS DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 2128790, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 1°37'35" WEST A DISTANCE OF 270 FEET; THENCE NORTH 88°22'25" EAST 405 FEET, MORE OR LESS, TO A POINT THAT IS 250.00 FEET FROM THE CENTER LINE OF THE BURLINGTON NORTHERN INC., RAILROAD RIGHT OF WAY, AS MEASURED AT RIGHT ANGLES; THENCE SOUTH 31°19'35" EAST PARALLEL TO CENTER LINE OF SAID BURLINGTON NORTHERN INC., RAILROAD RIGHT OF WAY, A DISTANCE OF 305 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 88°22'25" EAST OF TRUE POINT OF BEGINNING; THENCE SOUTH 88°22'25" WEST ALONG THE NORTH LINE OF SAID PARCEL A FOR 558.24 FEET TO TRUE POINT OF BEGINNING.

PARCEL D:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, PLAT OF FIRST ADDITION TO EAST STANWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, AT PAGE 53, RECORDS OF SAID COUNTY; THENCE NORTH 1°35'35" WEST (PLAT - NORTH) A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THRIFTY MARKET OF STANWOOD, INC., BY INSTRUMENT RECORDED UNDER RECORDING NO. 2084926, PARCEL "D", RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 1°37'35" WEST A DISTANCE OF 140.97 FEET; THENCE NORTH 31°19'35" WEST A DISTANCE OF 183.08 FEET; THENCE NORTH 88°22'25" EAST A DISTANCE OF 68.95 FEET TO A POINT THAT IS 250.00 FEET FROM THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY (AS MEASURED AT RIGHT ANGLE); THENCE SOUTH 31°19'35" EAST PARALLEL TO THE CENTERLINE OF SAID BURLINGTON NORTHERN RAILROAD A DISTANCE OF 167.61 FEET TO THE NORTH CORNER OF THE WOLANCE TRACT AS DESCRIBED IN THE INSTRUMENT RECORDED UNDER RECORDING NO. 1209290, IN SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 1°32'12" EAST PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 174.41 FEET TO THE NORTH BOUNDARY OF THE EXISTING PLATTED STREET; THENCE SOUTH 88°22'25" WEST A DISTANCE OF 61.06 FEET; THENCE NORTH 1°37'35" WEST A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WITHIN CEDAR STREET AND UNION STREET, IF ANY.

SITUATE IN THE CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON.

CONTAINING 52,085 SQUARE FEET, MORE OR LESS.

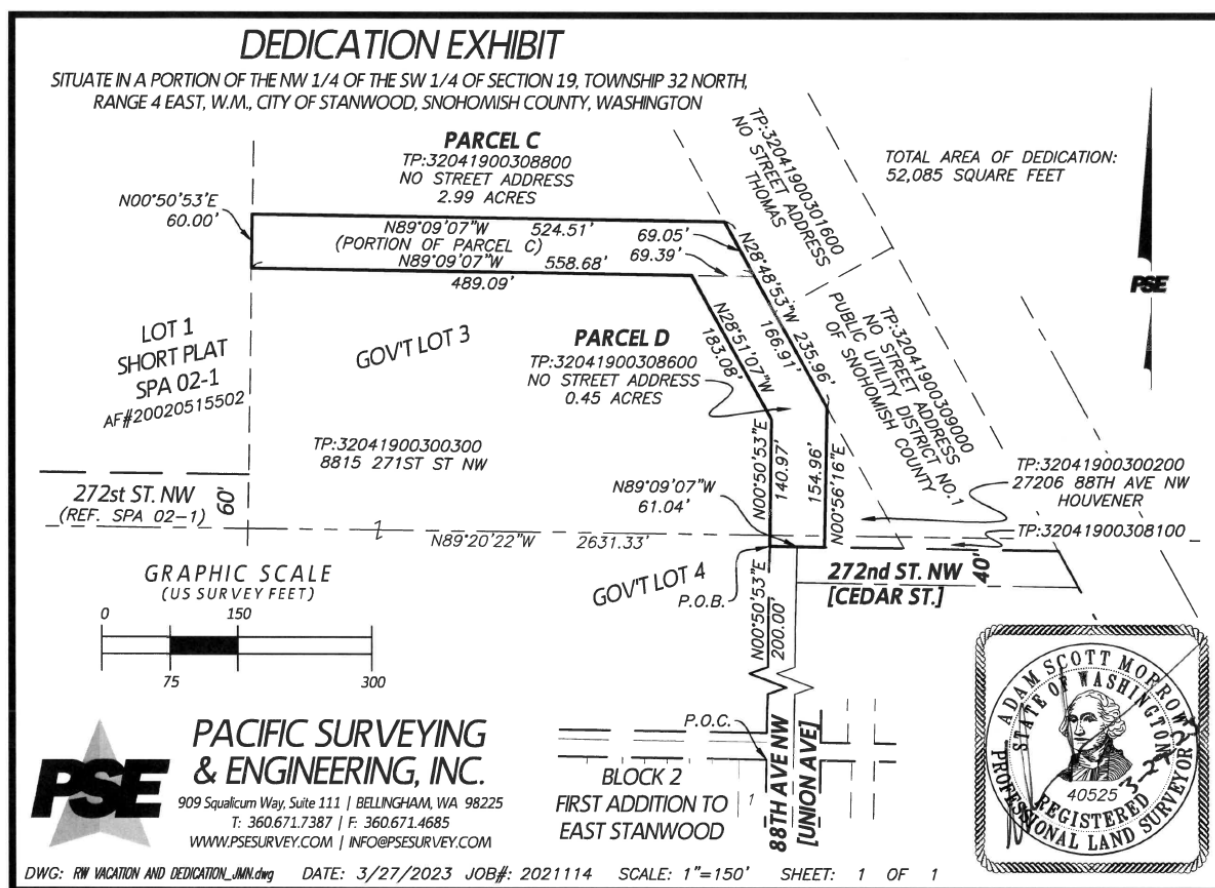


CITY OF STANWOOD
Stanwood, Washington

ORDINANCE NO. 1524

EXHIBIT 'D'

VICINITY MAP OF PROPOSED DEDICATION:



This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a

DATE: September 14, 2023

SUBJECT: Final Acceptance of Bryant Well Treatment Facility HPF Media Replacement Completed by Award Construction

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Final Pay Request

PURPOSE

The purpose of this item is for Council to authorize final acceptance of the Bryant Well Treatment Facility HPF Media Replacement completed by Award Construction.

BACKGROUND

At the March 13, 2023 meeting, Council approved a contract with Award to replace the filter media in the Bryant Well pressure filter. That project is now complete and staff is seeking final acceptance.

ANALYSIS

The contract with Award was to remove existing filter media and replace with new media. During the shutdown the drains, gaskets, and sample valves were also replaced. The filter was originally installed in 2007 and has not had any significant maintenance until this point.

The original contract amount was \$314,685.63 including tax with a \$31,468 contingency. The total project cost including tax was \$305,102.85. The project came in under contract amount due to Award accelerating work eliminating the need for the filter manufacturer to make a second mobilization to site.

FIANCIAL IMPACT

Total fiscal impact was \$305,102.85.

PROPOSED MOTION

MOTION TO AUTHORIZE THE FINAL ACCEPTANCE OF THE BRYANT WELL TREATMENT FACILITY HPF MEDIA REPLACEMENT COMPLETED BY AWARD CONSTRUCTION.

This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: September 14, 2023

SUBJECT: Final Acceptance of Heritage Park & Church Creek
Park Sports Court Project Completed by Judha of
Lion Landscaping and Services

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Final Pay Request

PURPOSE

The purpose of this item is for Council to authorize final acceptance of the Heritage Park & Church Creek Park Sports Court Project with Judah of Lion Landscaping and Services, LLC.

BACKGROUND

At the October 27, 2022 meeting, Council approved a contract with Judah of Lion to construct two pickleball courts and a combination basketball/pickleball court. That project is now complete, and staff is seeking final acceptance.

ANALYSIS

The original contract amount was \$197,368.47 including tax. Council elected to approve bid alternate 1 to add a concrete court at Church Creek Park, instead of the designed asphalt court. The total for bid alternate 1 was \$24,541. The total cost for the project was \$218,723.51.

FIANCIAL IMPACT

Total fiscal impact was \$218,723.51.

PROPOSED MOTION

**MOTION TO AUTHORIZE THE FINAL ACCEPTANCE OF THE HERITAGE PARK &
CHURCH CREEK PARK SPORTS COURT PROJECT WITH JUDAH OF LION
LANDSCAPING AND SERVICES, LLC.**

This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: September 14, 2023

SUBJECT: Housing Authority of Snohomish County (HASCO) Interlocal Agreement

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – HASCO Stanwood Memo
B – HASCO House Rules and Lease Agreement
C – USDA Lease Agreement Template

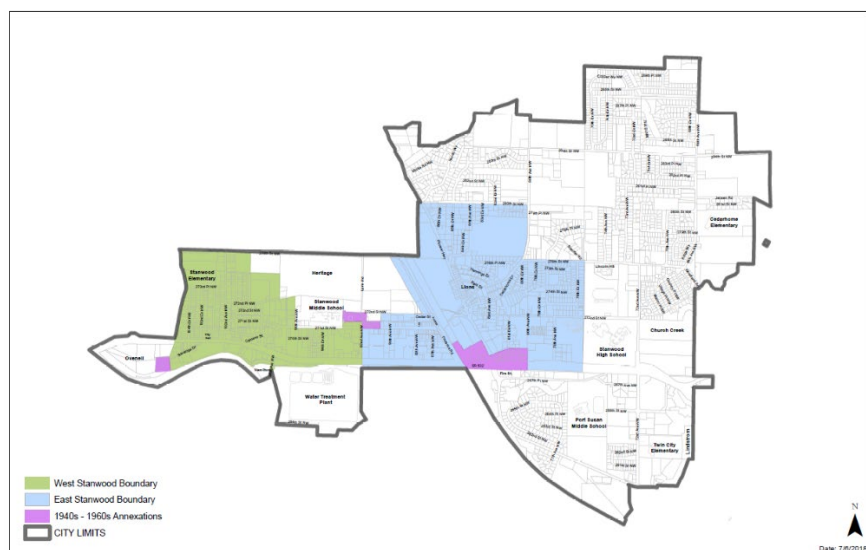
PURPOSE

The purpose of this agenda item is for Council to authorize the Mayor to sign an Interlocal Agreement with the Housing Authority of Snohomish County giving them authority to purchase, build and manage affordable housing projects in the City of Stanwood.

BACKGROUND

Currently HASCO has legal authority to purchase, build and manage affordable housing projects on all properties in Snohomish County at the time of their incorporation which was in May of 1971. This means they have authority to operate in a portion of the city, but not all of the city.

By state law, HASCO can currently operate in the non-colored areas of the City. Note the Kottick annexation area is not shown on the map. To operate in the colored areas, HASCO needs specific permission from the City Council to purchase property which causes delays and uncertainty in the purchase and financing of projects.



HASCO does not have a project in Stanwood at this time, however if a property in Stanwood became available, HASCO would initiate conversation with the City and Council regarding their intent.

ANALYSIS

HASCO currently owns and manages 2 properties in the City: Hilltop 1 & 2 located at 8001 – 272nd Street NW. The two buildings have a total of 30 units and were purchased in April of 1996 as part of a 5-property package from one owner. These units

are subsidized by US Department of Agriculture Rural Housing Services, and they serve low-income seniors or disabled persons.



Their business model typically includes purchasing older multifamily buildings, fixing them up and then, depending on financing requirements, rent them out at a mix of market and below market rate prices.

The attached draft ILA provides:

- Authorizes HASCO to fully operate within the City of Stanwood;
- HASCO will remain an independent housing authority;
- All HASCO projects within city limits are subject to city planning, zoning, sanitary and building regulations;
- HASCO is responsible for all costs, include insurance, associated with their purchase, construction, and management of affordable housing projects;
- HASCO will keep the City informed on the status of development and operations of projects located within the City;
- HASCO and the City will cooperatively assist each other in the collection of housing data and statistics, coordinate on regional partnerships, and maintain regular communications to provide information on housing programs to city residents; and
- The ILA may be canceled with 60 days written notice by either party.

The City Attorney and HASCO's Attorney have reviewed and agreed upon the legal terms set forth in the ILA.

FISCAL ANALYSIS

Fiscal Impact			
There is no financial impact on the City by signing the ILA with HASCO.			
Fund(s):	N/A		
Amount:		Project Estimate:	
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Adoption of the ILA as a good opportunity to partner with HASCO to provide well managed affordable housing projects in the City. This partnership also supports the City's Comprehensive Plan affordable housing goals and policies.

2015 Comprehensive Plan: Housing Element Goal and Policies

- Goal**
HG-1 To provide fair and equal access to housing for all persons regardless of race, color, religion, gender, sexual orientation, age, national origin, family status, source of income or disability.
- Policies:**
- HP-1.1** Encourage the use of affordable housing techniques and incentives to assure housing opportunities for people of all incomes, ages, and assistance needs.
- HP-1.2** Encourage housing opportunities for those with housing assistance needs through the use of available regional and federal funding programs.
- HP-1.3** Disperse small scale special needs housing throughout the residential neighborhoods. Special needs housing provides living arrangements for those with physical, mental, or emotional disabilities where appropriate.
- HP-1.5** Encourage and assist in rehabilitating and preserving existing affordable housing.
- HP-1.6** Accept and plan for Stanwood's "fair share" of the County's affordable housing needs as determined by the Snohomish County Tomorrow planning process.

Committee/Board Recommendation:

A draft HASCO Interlocal Agreement (ILA) was presented to the Community Development Committee on June 1, 2023. Overall, the Committee was supportive of entering into an ILA with HASCO but requested additional information regarding their maintenance and operations before moving the ILA forward to the full Council

for review. The following responses were provide to the Committee on July 6, 2023.

Q: Has HASCO experienced a higher-than-normal amount of drugs and crime in their low income or subsidized housing units.

Response: HASCO has not experienced high crime or drug use on their properties due to the fact that tenants could lose their lease and housing subsidy. The majority of HASCO's properties in the north end of the County are low income, senior or disability housing where tenants pay a proportionate share of rent. Losing their subsidy could significantly affect their ability to find replacement housing and put them at risk of becoming homeless. HASCO's rentals have had no correlated link to increased crimes or drug usage.

Q: What are the terms of HASCO's leases and what are the triggers to terminate a lease?

Response: HASCO has provided a copy of their lease agreement and house rules which include termination clauses. Section 17 of their lease agreement includes a detailed list of reasons for a lease termination including drug and criminal activities.

Q: Who manages HASCO's properties and units?

Response: HASCO either hires a management company or uses a HASCO employee to manage their properties.

Q: Should HASCO owned and operated units be located closer to transit lines versus downtown Stanwood?

Response: HASCO purchases property as opportunities come available. The Stanwood properties were included in a "bundled" purchase deal with the seller. However, when looking for properties they consider many factors including locations with proximity to jobs, transportation connections, schools and other basic needs.

Q: What is the future strategic direction of the agency?

Response: Per their response letter, HASCO's current focus has been looking for opportunities in south Snohomish County -Lynnwood, Edmonds, Mountlake Terrace, and Bothell - because of coming of light rail and Puget Sound Regional Council expectations that population growth occurs near major transportation lines. However, if an opportunity comes available, they would like to find a multifamily project in north part of the county to purchase, since all their properties north of Marysville are senior/disabled properties.

After reviewing HASCO's responses to their questions, the Community Development Committee unanimously recommended that the Council accept and authorize the Mayor to sign the ILA.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement with the Housing Authority of Snohomish County giving them authority to purchase, build and manage affordable housing projects in the City of Stanwood.
2. Request changes to the ILA.
3. Take no action at this time.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE HOUSING AUTHORITY OF SNOHOMISH COUNTY GIVING THEM AUTHORITY TO PURCHASE, BUILD AND MANAGE AFFORDABLE HOUSING PROJECTS IN THE CITY OF STANWOOD.



June 28, 2023

Patricia Love
City of Stanwood
Planning Department

LEASE/RULES/CRIME

During our conversation you asked for a copy of our lease and house rules. I believe you were asking this relative to possible crime at HASCO properties and how we handle that. I think there was some concern expressed by members of your committee about an increase in crime for HASCO properties and/or multi-family housing. I know I have heard this assertion before, but I have never seen any study or evidence documenting this. We have 30 units at our Hilltop Site, so I would think that crime would be about the same for any other 30 units of housing in the city.

Generally, I believe issues like this are due to poor management practices. HASCO manages our subsidized portfolio, and contracts with property management companies for these services at our larger work force housing properties. We do strive to manage and maintain our properties to a high standard so that they become an asset to the community and to be accepted by the community.

Attached to this email is a sample lease template that is used at our projects funded by USDA Rural Housing Services, which is used at Hilltop House 1&2 in Stanwood. I have also included a sample filled in with house rules and addendums that are standard for HASCO.

This includes as an addendum for Drug and Crime Free Use, which allows us to terminate tenancy (Page 17) and a Marijuana Acknowledgement (Page 40), since although it is legal in Washington State, it is not legal at the Federal level, and therefore should not be used on the premises. Hilltop is a subsidized project for seniors or disabled. There is a strong incentive to maintaining "good standing" in a subsidized unit. There is such a huge lack of subsidy and affordable housing, and losing this subsidy would put most of them in dire financial circumstances.

Ways Home. Paths Forward.



(425) 290-8499 Phone • (425) 290-5618 Fax
www.hasco.org • 12711 4th Ave West • Everett, WA 98204

STRATEGIC PLAN

You also asked whether HASCO has a strategic plan. We do not. We have undertaken several initiatives more focused on internal management practices to improve internal processes. Putting more focus on a human centered approach, such as Trauma Informed Leadership. Since what we do is human service, we want to make sure we get this part right. We do operate with a Mission and Vision Statement. Our Mission Statement is to. . . .”expand housing opportunities that promote stability, strengthen community, and provide stability; while our Vision Statement is. . . “we envision a future where all County residents have safe and affordable housing; where community becomes opportunity and where housing becomes a home.

When we have attempted to do strategic plans in the past, they tended to focus on numeric metrics that could be easily measured, like adding a certain number of additional units to our portfolio or earning so much money in net operating income or rate of return. However, chasing some numeric goals may not lead to the best results. For example, adding a certain number of units each measurement period may lead you to chase deals that are not prudent just to meet your goal. Or in the case of net operating income, we can easily do this, but it requires increases in rents that our residents may be unable to afford, which is in conflict with our mission statement.

Generally speaking, we consider ourselves “opportunity based”. To be open to options that we determine are good for the organization.

FOCUS

Our recent focus, because of coming of light rail, has been looking for Transit Oriented Development (TOD) opportunities in south Snohomish County (Lynnwood, Edmonds, Mountlake Terrace, and Bothell), because that is where the Puget Sound Regional Council expects most of the population gains to occur in the next 20 years. However, this does not exclude us from looking at projects in other areas. I would also like to find a multifamily project in north part of the county to purchase, if possible, since all our properties north of Marysville are senior/disabled properties.

When we look for properties, we look for the same things everyone does when considering where to live. Proximity to jobs, transportation connections, good schools, etc.

Hope I covered everything we talked about. Let me know if you have any other questions.

Sincerely,

Duane Leonard
Executive Director



Once I, _____, lease up with the USDA Rural Development program, please update my remaining applications on file. Indicate if you would like to remain on the following waitlist(s):

Circle either "Remain" or "Remove" for each program's wait list below:

- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**
- _____ **Remain or Remove**

I understand that by signing this form the applications(s) that I circled to "Remove" will be cancelled and I will have to reapply if I change my mind in the future.

NAME: _____

SIGNATURE: _____

DATE: _____

Ways Home. Paths Forward.



(425) 290-8499 Phone • (425) 290-5618 Fax
www.hasco.org • 12711 4th Ave West • Everett, WA 98204

Rules and Regulations

For USDA Rural Development financed properties

Property Name: River Vista I ApartmentsAddress: 106 E Burke Avenue Apt. Arlington, WA 98223Phone #: (425) 290-8499 TDD #: Call 711Emergency Phone#: (888) 697-8541 Emergency TDD #: Call 711

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

REASONABLE ACCOMMODATION POLICY STATEMENT

If a reasonable accommodation is needed to accommodate a disability for these or other property policies, procedures or practices, a request should be made to management in writing or verbally. All requests will be documented by management in writing and considered in a prompt manner. Verification of the presence of a disability and/or the disability-related need for the requested accommodation may be required.

1. **ABRASIVES.** Tenant will not use scouring pads or other abrasives on the sink(s) or tub/shower enclosure.
2. **ABANDONMENT.** Per Washington State Landlord Tenant Law, abandonment is defined as failure to pay the rent when due and indications by words or actions an intention not to resume the tenancy. Tenants may be liable for rent for the 30-days after the landlord learns of the abandonment or 30-days after the next rent is due, whichever occurs first. After learning of abandonment, management may remove any property, place it in a reasonably secure location and then notify tenants of the place of storage and of their right to have property returned or sold. The conditions and length of time management must store property prior to disposal or sale is based on the value of the items in total and subject to State Landlord - Tenant Law.
3. **ABUSIVE LANGUAGE AND /OR BEHAVIOR.** A public nuisance is created when tenants or visitors offend public decency or annoy, injure or endanger the safety, health, comfort, or repose of any considerable number of persons. The use of profane language or exhibiting abusive or threatening behavior in public areas of the property creates a public nuisance that interferes with the quiet enjoyment of other tenant's, visitors and management. Public areas of the property include areas where people congregate such as common areas and grounds. This type behavior will not be tolerated by management.
4. **ACTION OF HOUSEHOLD MEMBERS AND GUESTS.** Residents are responsible for the actions of their household members and guests. The Tenant shall not undertake, or permit his/her household members or guests to undertake any hazardous acts or do anything that will increase the project's insurance premiums. Household members or guests shall not create disturbances or nuisances that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or actions that threaten the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
5. **ALTERATIONS.** No change in any fixture, wiring or any part of the unit, including entry door locks and adhesive mirror tiles will be permitted. No credit will be given for repairs, painting, etc. made by the tenant. The tenant agrees not to do any of the following without first obtaining management's prior written approval:
 - a. Attach any shelves, screen doors, heavy objects on the wall or ceiling or other permanent improvements;
 - b. Change or remove any part of the appliances, fixtures or equipment in the unit;
 - c. Paint or install wallpaper or contact paper in the unit
 - d. Attach or place any fixtures, signs or fences on the building, the common areas, or grounds.
 - e. Attach awnings or window guards in the unit;
 - f. Place any aerials, antennas, satellite dishes or other electrical connections on the unit, buildings or grounds without prior written approval;
 - g. Add any furniture or decorative items to the common areas of the building.
6. **ANTENNA/SATELLITE.** No exterior television or radio antennas will be allowed. Satellite dishes are allowed with management approval. Please see management for satellite dish requirements.



7. **BARBECUES.** Barbecues are not to be used on decks or elsewhere without prior written permission of the on-site manager. Some local laws may ban the use of barbecues or ban them at certain times. If allowed by management, you must make sure that the barbecue is moved a safe distance away from building walls or flammable materials so as not to cause a fire. Charcoal barbecues are not allowed under any circumstances. Barbecues are not to be left unattended and usage must comply with local fire and air quality codes.
8. **BICYCLES AND OTHER VEHICLES.** Wheeled apparatus including bicycles, skateboards and motorcycles (excluding medical apparatus) cannot be ridden or parked on the sidewalks, grass or planting areas. These items cannot be stored in halls, walkways, stairways, porches or other public areas unless allowed by management. Parking lots are unsafe and may be prohibited as play areas by management.
9. **CAR WASHING.** Car washing is allowed only with prior permission of management. Soap or water cannot be allowed to run through walkways/sidewalks or onto planting areas or grass.
10. **CLEANING.** It is the responsibility of the tenant to keep the unit clean. Please ensure your carpets, flooring, window coverings, walls, countertops, cabinets, appliances etc are cleaned on a regular basis. If management becomes aware of damages to unit fixtures beyond normal wear and tear due to tenant abuse or neglect, management may require you to arrange to have flooring, window coverings, etc. cleaned to a standard acceptable to management, or pay actual charges for repair, cleaning or replacement.
11. **COMMERCIAL USE OF APARTMENTS.** The unit is to be used as a private dwelling only and not for general commercial/business purposes. For liability purposes, tenant must obtain prior written approval from management for the use of the apartment by a tenant for business purposes in addition to dwelling purposes. In general, only non-retail, small home-based businesses, where there are no non-residents coming into and out of the apartment on a regular basis may be considered by management. Please check with management regarding the business use of your apartment as there may be some additional regulatory restrictions regarding the commercial or business use of your apartment.
12. **COMMUNITY ROOMS AND OTHER FACILITIES/SERVICES AVAILABLE TO RESIDENTS.** Community facilities and rooms (if available) are for the use and enjoyment of all residents on an equal basis. The room may be reserved for private tenant parties such as showers, family get-togethers or receptions by contacting the site manager in advance. The site manager will post a notice setting aside the room for private use. If laundry or office facilities are located in the community room, the room will be made available to everyone during any private function. Please clean the community room after use to restore the room to the original condition prior to your use less normal wear and tear. Individuals with a disability may request a reasonable accommodation to this requirement and arrange for help or services in order to meet this requirement, if necessary. Tenants and guests must not destroy, deface, damage or remove any part of the unit common areas, or project grounds. There may be a refundable cleaning and damage deposit for the room. Please contact management for details. If damage occurs in the common areas or grounds as a result of tenant or their visitor's carelessness, misuse or neglect, the tenant may be responsible to pay the actual cost of cleaning or repairs.
13. **COMPLAINTS.** All complaints or requests should be made in writing to the site manager for documentation purposes. Forms are available from management for this purpose. Please refer to the property's grievance and appeals policy for more information. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services. If the site manager is the subject of the complaint, the complaint should be directed to the Managing Agent. Complaints will be responded to in writing by the manager, or agent, as expeditiously as possible.
14. **CRIMINAL ACTIVITIES.** The illegal use, sale or distribution of narcotics or any other crime of physical violence to persons or property by tenant or any member of a tenant household, on or off the premises, is a violation and will result in eviction. Tenancy will also be terminated when tenants allow criminal activity on the premises by guests or visitors.
15. **DANGEROUS MATERIALS.** No paints, oils, gasoline or any flammable or environmentally hazardous materials are permitted in the apartments or storage areas. Site manager will be informed of, and have approval over, oxygen tanks in units. Management and local fire code may not allow for combustible oxygen tanks to be used in units where the tenants are smokers or allow guests to smoke. Tenant understands that it is the tenant's responsibility to ensure that all combustible and potentially combustible items are kept at least eight inches (8") away from all baseboard and wall heaters within their unit, as recommended by fire officials, in order to prevent a potential fire hazard.

Burning candles and/or incense must not be left unattended. Damage to the unit caused by tenant's or guests unsafe or careless use of burning or combustible items and materials will be the responsibility of the tenant.



16. **ENTRY DOORS AND KEYS.** In order to maintain the fire rating of the building and to help insure the security of all residents, apartment entry doors should not be left open. In limited access buildings, the entry doors to the buildings must remain closed at all times; they must not be propped nor left open. Keys to the main entry doors to the building are not allowed to be duplicated and distributed without prior written authorization of the site manager. All unit doors, main entry and mailbox keys are registered and recorded on a key issue form in the office. Please inform management if a duplicate unit key is needed or made for your unit.

There will be a **\$7.50 per key or \$120 re-key** charge for each unreturned or lost key to cover the cost of having the locks re-keyed in order to maintain the security of the apartments.

17. **EXTENDED ABSENCE** - The assisted unit at the property must be the resident's primary residence. Residents must not be away from their unit for more than 60 consecutive days per year unless for documented and verifiable emergency or health reasons. If the resident is away from their unit more than 60 days for reasons other than emergency or health reasons, the owner/agent will start termination of tenancy proceedings as per the lease provisions regarding primary residence. If absence is due to verifiable emergency or health reasons, termination tenancy will begin after the tenant is away from their unit for more than 180 days (6 mos.)

Tenants receiving rental assistance may continue to do so as long as they remain eligible for occupancy and for rental assistance under §3560.254(c), and as long as rental assistance units are available. Current residents that are away from their unit for more than 14 consecutive days must notify management every 14 days where they can be contacted and when they expect to return.

18. **GARBAGE DISPOSALS.** Tenant shall not put bones, peach pits, olive pits, shellfish, corn husks, artichoke leaves, potato peels, eggshells, etc. nor any non-food item(s) into the disposal. Please use only cold water when running the disposal and run it long enough to clear the garbage from the disposal and pipes. If the garbage disposal is damaged due to tenant abuse or neglect, the actual cost to repair or replace the disposal will be charged to the tenant.

19. **GARBAGE REMOVAL AND LITTERING.** Littering and improperly disposing of trash is a lease violation. The tenant agrees to remove garbage and other waste from the unit in a clean and safe manner including not putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. In buildings with interior hallways, garbage carried from the units through common areas should be secured in containers to prevent littering, leaks and stains in the halls, on stairs and in the elevator.

Trash should be disposed of by placing it inside the dumpster. Do not spill trash or leave trash bags, container or other items outside the dumpster because it could create a health and sanitation problems and/or additional charges from trash disposal companies. Recycling boxes should be fully broken down. Tenants may be charged the actual cost of disposal of items discarded improperly or requiring hazardous waste disposal. Individuals with a disability may request a reasonable accommodation to this requirement and arrange for help or services in order to meet this requirement, if necessary.

20. **GROCERY CARTS.** The use and storage on the premises of commercial grocery carts illegally removed from stores is prohibited. Any tenant bringing an unauthorized cart onto the premises will be reported to the appropriate authorities immediately. Any costs involved in returning the carts will be charged to the tenant.

21. **GUESTS AND UNAUTHORIZED OCCUPANTS.**

Guest – Defined as person(s) temporarily staying in a unit with the consent of the tenant or another member of the household who has express or implied authority to consent on behalf of the tenant. A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. A guest is not a party to the lease agreement.

It is management's policy that tenants should notify management if their guests are expected to stay for 7 or more consecutive days and/or nights in order to not be considered an unauthorized occupant of the unit. Tenants should report the amount of time the guest is expected to stay in the apartment and that information documented for the tenant's file. If a guest is needed temporarily by the tenant during incapacitation of the tenant due to sickness or recovery, the tenant should inform management prior to allowing the guest to stay in the unit, in order to not be considered an unauthorized occupant of the unit. Management will allow reasonable guest privileges for documented and verifiable medical reasons.

No guest is allowed to stay or have re-occurring visits of more than 14 days and/or nights in a 45 day period, consecutive or not, without management's approval. If the tenant allows re-occurring visits of more than 14 days and/or nights in a 45 day period without management approval, the tenant can be considered allowing an unauthorized occupant.

Unauthorized Occupant – Defined as person(s) who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit. Tenants shall use the premises only as a private dwelling for himself or herself, and the individuals listed on the Tenant Certification (3560-8).



If a tenant allows or permits other individuals to reside in the unit without obtaining the prior written approval of management, they could be subject to material non-compliance with the lease. Management has the right to require proof of domicile (as determined by management) of the tenant's guest if they are suspected of being an unauthorized occupant.

If a tenant wishes to add someone to the tenant's existing lease as a new household member, co-tenant or a live-in aide, the tenant must obtain prior management's approval. All applicants and live-in aides must complete an application and be screened for eligibility (if applicable) and/or acceptance for residency.

Live-in aides are required to be screened for public records and criminal history. Management has the right to accept or deny tenancy or accept or deny live-in aides based on the property's policies and requirements. Any tenant allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant.

22. **HARASSMENT PROHIBITED.** Tenant's must not coerce, intimidate, threaten, or interfere with any other tenant's, visitor's or management or associates exercise or enjoyment of any Fair Housing right because of that person's race, color, religion, sex, disability, familial status, national origin (including sexual harassment). Tenants should report any incidence of harassment to management to initiate an investigation.
23. **INSPECTIONS.** The tenant agrees to permit management, his/her agents or other persons, when authorized by management, to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management will perform unit inspections on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. Management will also take this opportunity to determine any damage to the unit caused by the tenant's abuse or negligence and, if so, make the necessary repairs and bill the tenant for the actual cost of the repairs.
24. **LANDSCAPE.** The tenant shall not alter, disturb, add plants, ornaments or signs or interfere with the grounds treatment without prior written approval of the site manager. Tenants will be required to properly pick up their own entrance areas, patios, balconies and storage areas or areas near or in front of their exterior doors. Tenants are encouraged to garden in designated areas, if available, and should get instruction from management regarding planting and upkeep.
25. **LIGHT FIXTURES AND APPLIANCES.** Tenants must use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Due to the potential fire hazard, it is not recommended to use a light bulb of higher wattage than is allowed in appliances or light fixtures where the correct wattage is clearly indicated.
26. **LITTERING.** Littering the grounds and parking area is strictly prohibited including putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. Tenants will dispose of all trash carefully so that it cannot fall out of the dumpsters and litter the grounds.
27. **LOCKOUTS.** Lock out services will be provided by management to tenants at no charge during regular business hours. Regular business hours are posted at the property. Lockout services after regular business hours and on weekends may be available, but tenants may incur a reasonable charge based on actual cost, if the property does not have a designated key holder or a manager living on site. There may be an additional charge when the tenant requires lockout services in excess of (4) times, regardless of the time of day. Please contact management for details. Lockout services will not be provided for non-residents. Lockouts will be documented for the tenant file for billing and records purposes.
28. **MAINTENANCE REQUESTS.** Any maintenance needs should be requested in writing and provided to the site manager. Forms are available at the site office. Maintenance personnel are not usually equipped to document the request properly, so please direct all requests to the office. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services to communicate the maintenance request.
29. **MANAGEMENT.** Tenants and their guests shall not interfere or obstruct management from performing their managerial duties. Tenants must cooperate with management during unit inspections and other responsibilities of tenancy as outlined in the lease. Tenants that interfere or demonstrate abusive, threatening, intimidating or harassing behavior toward management and/or maintenance personnel are subject to eviction.
30. **MOVING.** Residents will move in and out of unit only between the hours of 9 am and 9 pm.



31. **NOISE AND DISRUPTIVE ACTIONS.** Residents, household members and guests shall have due regard for the peace, comfort and enjoyment of other residents. Loud voices, music, musical instruments, radios, television sets, record players, etc. shall be played only during reasonable hours from 8:00 am to 10:00 pm. If other tenants are disturbed by the volume it is **TOO LOUD**, regardless of the time of day. Excessive or repeated violations of the noise and disruptive action policies may result in termination of tenancy.
32. **OTHER SUBSIDY PROGRAMS.** If tenant is receiving a rental subsidy from a source other than USDA Rural Housing Service, tenant is responsible for complying with the regulations governing that rental subsidy. Management will cooperate to the best of its ability with tenant and any agency administering the other subsidy.
33. **PARKING. (If the property has designated parking, an additional policy will be provided that replaces the policy listed below)**
There will be **NO** designated parking. All parking spaces will be available on a first-come, first-serve basis except for spaces provided for persons with disabilities, for loading/unloading or for the site manager, unless otherwise designated by management. If parking is limited, parking spaces may be limited to one space per household and/or guests and visitors may be required to park off site. Tenants must register their vehicle license numbers with the manager, if applicable.

It is the responsibility of the tenant to notify management if their guests are parking in visitor parking overnight. Inoperative and/or unlicensed vehicles and the storage of unused vehicles are not allowed on the site. All vehicles not registered or unlicensed are subject to being towed. Only vehicles with a disabled parking permit or license are permitted in the spaces designated as disabled parking. All other vehicles are subject to immediate towing.
34. **PETS.** No pets are allowed on or in the premises without prior management approval and a prior signed pet agreement. The introduction of a management-approved pet must conform to the pet policy governing the property. Pets of persons visiting the tenant will not be allowed in common areas or in the apartments. Pet sitting is not allowed. Assistive, service and companion animals for the elderly or individuals with disabilities are not pets.
35. **RECREATIONAL VEHICLES.** No boats, trailers, ATVS, motor homes or other such recreational vehicles may be parked or stored on the premises.
36. **RENT PAYMENTS.** All rents are due on the first day of each month and are payable at the on-site management office unless otherwise designated in writing by management. For your own protection, it is advisable to make rent payments by money order or personal check. Receipts are provided upon request. Management may provide additional rent collection policies. Please see management for details.
37. **RESPONSIBILITY.** The landlord is not responsible for fire, theft, water or any other type of damage to personal belongings in tenant's unit or any other location on the premises, unless it is determined that such damage is the result of Owners or management's negligence. For your security, it is recommended that you keep your doors locked at all times. Management suggests tenants obtain renter's insurance to cover their own personal property, at their expense.
38. **ROOF ACCESS.** Residents are not permitted access to the roof, crawl spaces(s), or attics except in the case of emergencies and only authorized by management.
39. **SINGLE RESIDENCY (DUAL SUBSIDY).** Assisted residents must have only one permanent residence and receive assistance only in that unit. This rule is meant to ensure that the government pays assistance on only one unit for a household and provides assistance to as many eligible households as possible with available funding. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property. An applicant or tenant is not allowed to pay an assisted rent in more than one unit at a time.
40. **SMOKING. (Please NOTE: If this property has a Non-Smoking policy, the policy will be provided by management in writing, and will replace the general provisions below)**
No smoking is allowed in any common areas of the building or within 25 feet of an entrance to a common building. If smoking is allowed inside the units at this property, please be considerate of your neighbors that do not smoke. Please do not allow your smoke to enter into other units through their windows, doors or other means. There **may** be an area outside the building, away from other tenants' apartments where smoking is permitted and is the least intrusive to other tenants. Please ask management.

Tenants who smoke, and through abuse or neglect, damage their unit interior, carpets, walls, window coverings, fixtures, etc., will be responsible to restore the unit to its original condition (prior to smoke damage) less normal wear and tear or pay actual costs for management to restore the unit to original condition (prior to smoke damage) less normal wear and tear at move-out.



Management considers damages such as stains and odor on walls, ceilings, cabinets, wood trim, tub and surround, carpet and other flooring, window coverings etc, damage beyond normal wear and tear of that of a non-smoker.

41. **SMOKE DETECTORS.** Each unit will have an operational smoke detector. It is the responsibility of the tenant to keep the smoke detector operational (including replacement batteries.) Any smoke detector that is malfunctioning must be reported immediately. Because of the severe threat it poses to the safety of all residents, any disconnection of or tampering with or making any alterations or adjustments to smoke detectors can be cause for eviction. **SMOKE DETECTORS MUST BE OPERATIONAL AT ALL TIMES.**
42. **SPRINKLERS.** Tenants must not tamper with sprinklers, sprinkler heads, outside or inside fire extinguishers, outside equipment, general use appliances or outside/inside electrical or fuse boxes.
43. **STORAGE.** No storage of personal belongings or furnishings will be permitted on decks, porches or other public areas. Only outdoor furniture in good condition will be allowed. Barbeques may be allowed with prior management's approval.
44. **STRAYS.** Feeding of stray animals is not allowed. Feeding strays will be considered keeping a pet without permission. Leaving food items on decks, patios, porches or balconies where strays or wild animals may be attracted is not permitted.
45. **UNIT TRANSFERS.** Management may approve a tenant's request for transfer from one unit to another for reasonable accommodation, for changes to household size or composition, or for other reasons based on the occupancy policies of the property. Refer to the property's Unit Transfer policies (if any) for more information.
46. **UTILITIES.** If the cost of certain utilities, such as unit electricity, are the responsibility of the tenant and covered in a utility allowance provided by RD, those utilities must be paid in a timely manner in order to avoid disconnection. Management may require a signed release from the tenant to obtain their utility billing records in conjunction with a utility allowance analysis. The tenant agrees sign release forms for this purpose if required by management.
47. **VEHICLE MAINTENANCE.** No oil or fluid changes will be permitted on site. Only minor automotive repairs may be completed on site and only after obtaining permission from the site manager. Oil and other fluid leaks from vehicles need to be repaired quickly to avoid damage to the property parking lot. If oil or other fluid leaks occurs and causes damage to the parking lot, the tenant may be responsible to pay the actual costs to repair the damage.
48. **WASHERS/DRYERS.** The common area washers and/or dryers are for the use of tenants household only. Guests may not use the common area washer or dryers for their own use. If damage occurs to the machines as a result of tenant or their visitor's carelessness, misuse or neglect, the tenant may be responsible to pay the actual cost of cleaning or repairs.
49. **WATER RUNNING.** Water shall not be left running in the kitchen, bathroom (except for showering), laundry, tenant maintained planting areas or elsewhere. However, from time to time we may ask that you keep cold water at a slow drip to prevent pipes from freezing. Promptly report all plumbing defects to the manager.
50. **WINDOWS AND BALCONIES.** Dust mops, brooms, mops, rugs, tablecloths and clothing will not be shaken, cleaned or left in public areas, any window, door, deck or landing. Exterior sills and ledges shall not be used for the storage of bottles, food, etc. To maintain a uniform exterior appearance, the window coverings supplied by the owner are not to be replaced nor any additional drapes, blinds or other type of covering added without prior permission from management.

I/we by my/our signature(s) below, acknowledge that I/we have read and understand the above Rules and Regulations and agree to be bound by them.

Tenant Signature

Date

Tenant Signature

Date

Manager Signature

Date

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



Summary of Tenant Grievance Procedures (7CFR 3560.160)

for USDA Rural Development financed properties

It is in the interest of all parties involved to meet informally to discuss grievances and complaints in a professional and effective manner. The management of this property welcomes grievances and complaints regarding policies, procedures and/or employee practices if they are presented in a written format and management is given an opportunity to review the circumstances and the facts in the matter.

If an incident occurs that involves a violation of the lease and/or harm to another tenant or employee, management requires an incident report be completed by all parties and witnesses. This incident report will be presented to management and action taken, if warranted.

If a tenant has a complaint or grievance the tenant's first course of action is to request a meeting with the site manager in writing to discuss the matter. The manager will meet with that tenant to discuss the matter within 5 days of the request. If the matter is resolved no further action is necessary. If the results of that meeting are not satisfactory with the tenant they can request a hearing with the property manager (if any) within 10 days following the meeting with the site manager.

It is only after the tenant has met with the site manager to discuss the matter that they could contact the person listed below at the property management level (if any) for additional information or hearing:

Name Kristen Whittaker

Company Housing Authority of Snohomish County

Address 12711 4th Avenue West, Everett, WA 98204

Phone (425) 290-8499

Email kwhittaker@hasco.org TDD 711

Topics covered in this handout include when to file a complaint, the hearing process, requirements governing the hearing, and the hearing decision. It is important to note that a resolution that is in the best interest of everyone should have gone through the entire grievance process before a final decision was made. Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action.

A complaint may be filed when:

- There is a modification of the lease, change in the rules, or changes in the rent that are not authorized by the Agency.
- The borrower/management agent fails to maintain the property in a manner that is decent, safe, and sanitary.
- The borrower violates a lease provision or occupancy rule.
- Denial of admission to the project by a prospective tenant.

A complaint may not be filed when::

- There is a proposed rent change that is authorized by the Agency.
- A tenant or prospective tenant believes that they have been discriminated against. If a person believes that discrimination has occurred, they should file a complaint with the USDA's Office of Civil Rights or the Secretary of HUD.
- A project has formed a tenant's association and all parties involved have agreed to use this association as a method of settling grievances.
- There are changes in the rules that are required by the Agency and proper notice has been given.
- The tenant is in violation of the lease and those violations result in termination of tenancy.
- Disputes between tenants that do not involve the borrower or management agent.
- Displacement or other effects as a result of prepayment.

(a) General.

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the tenants of a housing project.
- (2) Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager/ Coordinator.

(b) Applicability.

- (1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.
- (2) This section does not apply to the following situations:
 - (i) Rent changes authorized by the Agency in accordance with the requirements of 7 CFR § 3560.203(a);

- (ii) Complaints involving discrimination which must be handled in accordance with 7 CFR § 3560.2(b) and paragraph (a)(2) of this section;
- (iii) Housing projects where an association of all tenants has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
- (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
- (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
- (vi)) Disputes between tenants not involving the borrower; and
- (vii)) Displacement or other adverse actions against tenant as a result of loan prepayment handled according to subpart N of this part.

(c) Borrower responsibilities.

Borrowers must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the tenant grievance procedure at the housing project's management office for inspection by the tenants and the Agency upon request. Each tenant must receive an Agency summary of tenant's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non- English speaking individuals, the borrower must provide grievance procedures in both English and the non- English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

(d) Reasons for grievance

Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with § 3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4)) Occupancy rule changes;
- (5)) Rent changes not authorized by the Agency according to § 3560.205; or
- (6)) Denial of approval for occupancy.

(e) Notice of adverse action.

In the case of a proposed action that may have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the tenant or prospective tenant in writing. In the case of a Borrower's proposed adverse action including denial of admission to occupancy, the Borrower shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested, or a hand delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of "the right to respond to the notice within ten calendar days after date of the notice" and of "the right to a hearing in accordance with § 3560.160 (f), which is available upon request." The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

(f) Grievances and responses to notice of adverse action.

The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance/response to an adverse action.

- (1) The tenant or prospective tenant must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and tenants or prospective tenants to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the tenant or prospective tenant's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the tenant or prospective tenant and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/ tenant's position; and the result of the meeting. The tenant also may submit a summary of the problem to the Agency.

(g) Hearing process.

The following procedures apply to a hearing process.

- (1) *Request for hearing.* If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.
- (2) *Selection of hearing officer or hearing panel.* In order to properly evaluate grievances and appeals, the borrower and tenant must select a hearing officer or hearing panel. If the borrower and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency may not appoint a hearing officer who was earlier considered by either the borrower or the tenant, in the interest of ensuring the integrity of the process.
- (3) *Standing hearing panel.* In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a borrower may ask the Agency to approve a standing hearing panel for the housing project.

- (4) *Examination of records.* The borrower must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.
- (5) *Scheduling of hearing.* If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.
- (6) *Escrow deposits.* If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.
 - (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
 - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
 - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
 - (iv) Receipts of escrow account deposits must be available for examination by the borrower.
- (7) *Failure to request a hearing*
If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.

(h) *Requirements governing the hearing.*

The following requirements will govern the hearing process.

- (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
- (2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the tenants or prospective tenants, which must protect:
 - (i) The right of both parties to be represented by counsel or another person chosen as their representative;
 - (ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;
 - (iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and
 - (iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.
- (3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
- (4) The hearing officer or hearing panel must require that the borrower, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.

(i) *Decision.*

Hearing decisions must be issued in accordance with the following requirements.

- (1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.
- (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.
- (3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, borrower, and the Agency.
- (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.
- (5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and tenant must take the necessary action, or refrain from any actions, specified in the decision.

I acknowledge I have received this Summary of Tenant Grievance and Appeals and understand the procedures:

Tenant Signature: _____

Date: _____

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



Pet Rules, Registration and Deposit Lease Addendum

For USDA Rural Development financed properties

(Dogs/Cats allowed)

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

1. **DEFINITION** - Tenants (pet owners) are permitted to keep common household pets in their dwelling unit in accordance with the pet rules. A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes is considered a common household pet. Common household pets do not include reptiles (except turtles) or insects. Management can refuse to register a pet if it is not a common household pet or deemed to be a dangerous animal.
2. **SERVICE ANIMAL EXEMPTION** - Service animals used to assist persons with disabilities are excluded from the requirements of the pet policy, pet rules and pet deposit. This prohibition does not preclude management from enforcing service animal rules at the property (if applicable) and/or state and local laws, if they apply.
3. **DENSITY AND SIZE** - No more than one (1) pet cat or dog will be allowed in each dwelling unit. The cat or dog must not weight more than 25 lbs. at full maturity. Only one (1) aquarium is allowed and it cannot exceed ten (10) gallons. In addition to a cat or dog, no more than other one (1) common household pets (as defined above) are allowed in the dwelling unit.
4. **INOCULATIONS** - Pets must be inoculated in accordance with state and local law. The pet owner is required to provide written evidence that all inoculations required by law have been given to the pet prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including an updated certification of inoculations for the tenant's file.
5. **LICENSING** - Pets must be licensed in accordance with state and local law. Most local laws require licensing of dogs and cats. If licensing is required by law, the pet owner will provide written evidence of licensing the animal prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including updated annual license information for the tenant's file.
6. **SPAYING OR NEUTERING** - All cats and dogs **MUST** be spayed or neutered. The pet owner will provide written evidence of spaying or neutering prior to bringing the pet onto the premises. If the pet is too young for spay or neutering, by 6 months of age, proof of spay or neutering must be provided to management.
7. **PET EXERCISE AND WASTE DEPOSIT** - If an area at the property is designated for pet exercise and/or waste deposit, the pet owner is required to utilize that area only. If no area is designated, pet owners must exercise their pets using proper restraint and supervision and promptly pick up pet waste and dispose in proper receptacles.
8. **SANITARY STANDARDS** - Pet owners are required to remove and properly dispose of all pet waste. Pet waste and the contents of litter boxes or other pet waste materials *must* be contained in a paper or plastic bag first, and then placed in a garbage can or dumpster. Pet waste, litter, wood shavings or other pet waste materials must not be flushed down the toilets. Tenants are required to separate pet waste from their litter boxes and dispose of properly not more often than once each day and to change the litter in their pets' litter boxes and dispose of such litter in the property's dumpster or garbage not more often than twice each week, unless needed to meet sanitary standards.
9. **PET RESTRAINT** - All household pets must be under the control of a responsible individual while on the common areas of the property. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. Certain areas of the property may be considered public areas and subject to local leash laws. NO pet shall be left outside unattended. Dog runs, leads or other pet containment equipment are not allowed without prior management approval. Pets must not be walked in parking areas, streets, or through other tenant's yards for their own safety. Pets are not allowed in the common areas of the property such as laundry or community areas, lobbies etc.

When not actively handling the animal, birds, hamsters, gerbils, small rabbits, domestic rats and mice etc must be caged at all times in cages approved by management. Fish and turtles must be continually contained in their aquarium.

10. **STANDARDS OF PET CARE** - The pet owner is responsible for controlling the noise and odor caused by the pet. No pet will be allowed to be in the unit unattended for more than 24 hours.
11. **VISITING ANIMALS** - Tenant's or guests must not bring unregistered animals onto the premises for visits or pet sitting without management approval. Tenants shall not care for pets of others in their apartment. Service animals are exempt from the pet rules at this property and are allowed to accompany disabled visitors during their visit only and must leave when the visitor leaves. It is recommended that visitors requiring service animals identify an animal as a service animal to management when bringing onto the property.
12. **DEPOSIT** - A deposit of **\$50.00** per unit will be required by each pet owner keeping a cat or dog in their dwelling unit. Deposits are not required for the other above listed common household pets. The pet owner agrees to pay the pet deposit in full prior to bringing the pet onto the premises or arrange a payment schedule with management not to exceed two (2) payments. First payment will be due at the time the pet is authorized by management and registration completed and at least monthly thereafter until paid in full.
13. **DEPOSIT REFUND** - This deposit is refundable upon move out of the household or if the tenant no longer owns or keeps the pet in the unit. Reasonable expenses directly attributable to the pet, such as flea bombing, carpet cleaning and/or replacement, damages to the unit or property caused by the pet will be deducted from the deposit. If the deposit is not sufficient to cover the damages or cleaning, the tenant may be liable for excess charges. Any unused portion of the deposit would be refunded within a reasonable period of time after management is notified the tenant no longer owns or keeps the pet in the unit. If the refund is a result of a unit move out, the refund will be in accordance with state law.
14. **REGISTRATION - Pet owners must register their pet with the project owner/manager before the pet is brought on to the premises. Registered information must be updated annually.**
 - a. Dogs/Cats - An inoculation certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals, that the pet has received all inoculations required by applicable law.
 - b. Dogs/Cats - Proof of licensing if required by local law including appropriate tags
 - c. Dogs/Cats - Proof of spay/neuter by 6 months of age
 - d. Information sufficient to identify the pet, the pet cage and/or aquarium.
 - e. Responsible party who will care for the pet if the pet owner dies or is unable to provide care for the pet:
15. **PET RULE VIOLATIONS** - If the Resident Manager and/or property owner determines on the basis of objective facts, supported by personal observation or written statements of complaint by neighbors, that a pet owner has violated a rule governing the owning or keeping of a pet, the following steps will occur:
 - a. The manager will service a written notice of pet rule violation to the pet owner. The notice will provide the pet owner with a factual statement which describes how the pet rule violation was determined and how the pet rules are alleged to be violated. The pet owner will be entitled to make a written request for a meeting to discuss the violation and will be entitled to be accompanied by a person of his/her choice at the meeting.
 - b. The pet owner will have ten days to correct the violation.
 - c. The pet owner's failure to correct the violation, or request a meeting or to appear at a requested meeting may result in initiation of procedures to remove the pet or end the pet owner's tenancy.
 - d. The pet owner and manager shall discuss any alleged violation and attempt to correct it. The manager may give the pet owner additional time to correct the violation.
 - e. If the pet owner and manager are unable to resolve the violation, or if the manager determines that the pet owner has failed to correct the problem in consultation with the property manager, within any additional time provided for that purpose, the manager may serve a written notice to the pet owner to remove the offending pet. The manager will notify the property manager of such action.
 - f. The pet owner must remove that pet within ten (10) days of receiving written notice to do so. Failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

PET AGREEMENT AND REGISTRATION

Page 3 of 3 to Pet Rules

AGREEMENT - The Tenant agrees to comply with these rules and policies and that a violation of any of these rules or policies may be grounds for removal of a pet or termination of the pet owner's tenancy or both. The tenant understands that any false statement in regard to the information provided shall void this agreement.

Tenant Signature

Date

Tenant Signature

Date

Manager Signature

Date

+++++

FOR OFFICE USE- PET REGISTRATION (TO BE UPDATED ANNUALLY)

TENANT NAME _____ UNIT NUMBER _____ DATE _____

Pet type _____ Breed _____ Weight _____ Color _____

Pet name _____ Amount of Pet Deposit paid \$ _____ Date _____

Description of pet cage or aquarium (if applicable) _____

Dogs/Cats - ☐ Inoculation record ☐ Spayed/Neutered record ☐ Licensed and Tagged (proof attached)

Name of person(s) responsible for pet care in the event tenant is unable to care for pet:

Name _____ Relationship _____

Address _____ Phone _____

Veterinarian _____ Phone _____

+++++

" In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



Smoke, Carbon Monoxide Detector and Fire Addendum

For USDA Rural Development financed properties

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum: The Tenant and Landlord hereby agree, by signature and date below, that the apartment is equipped with:

#	<i>of Smoke Detectors</i>	#	<i>of Carbon Monoxide Detectors</i>
_____	Battery Operated	_____	Battery Operated
<u>X</u> _____	Hard-wired with battery back up	<u>X</u> _____	Hard-wired with battery back up
_____	Hard-wired only	_____	Hard-wired only
_____	Visual smoke detector for hearing impaired	_____	Visual CO2 detector for hearing impaired
_____	Other: _____	_____	Other: _____

1. The Tenant acknowledges that each smoke and carbon monoxide detector was tested in his/her presence by the Landlord at the time of the signing of the Lease or move-in, and that each was operating properly at the time.
2. Per Washington State Code ***RCW 59.18.130 and RCW 19.27.530***, the **Tenant** shall be responsible to:
 - Maintain the smoke and/or carbon monoxide detector as specified by the manufacturer
 - Ensure that the batteries are in operating condition at all times (if battery operated or battery back-up)
 - Replace the batteries as needed for proper and continuous operation of the detectors
3. The Tenant should test the smoke and carbon monoxide detector(s) for proper operation on a regular basis (at least monthly). If the smoke and/or carbon monoxide detector(s) are not working for any reason, the Tenant must inform the Landlord immediately, in writing, but no later than 3 days of the discovery of the defect.
4. The Tenant shall allow the Landlord access to the apartment for the purpose of verifying that all required smoke and/or carbon monoxide detector are in place and operating properly or to conduct maintenance or replacement as needed.
5. If liability or damages occur because of a Tenants' failure to maintain the unit, which includes smoke and/or carbon monoxide detectors, you may leave yourself open to potential lawsuits and liability. Failure to maintain the smoke and/or carbon monoxide detector is also grounds for termination of tenancy.

In accordance with the requirements of Washington State Fire Code and Washington State Landlord Tenant Law, we are required to inform you that a State imposed fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 43.44.110 and WAC 212-10-050 regarding Tenant's responsibility regarding maintenance of smoke detectors.

Additionally, we are informing you that:

1. The subject property ☐ DOES ☒ DOES NOT (check one) have a fire sprinkler system.
2. The subject property ☐ DOES ☒ DOES NOT (check one) have a fire alarm system.
3. The subject property ☒ DOES ☐ DOES NOT (check one) have a smoking policy. **The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____.**
4. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency notification plan for its occupants. **The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____.**
5. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency relocation plan. **The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____.**
6. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency evacuation plan. **The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____.**

_____ Tenant	_____ Date	_____ Owner/Agent	_____ Date
_____ Tenant	_____ Date		

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



**HOUSING AUTHORITY OF SNOHOMISH COUNTY
SMOKE-FREE POLICY LEASE ADDENDUM**

All of these terms and provisions appearing in the Smoke-Free Policy (the "Policy") are specifically made a part of the Dwelling Lease and are agreed to by both parties.

SCOPE: This Policy applies to any and all persons entering a designated Housing Authority of Snohomish County ("HASCO") smoke-free property including HASCO Tenants, and their guests and visitors, HASCO contractors, and HASCO employees.

POLICY:

1. HASCO has adopted a Smoke-Free Policy for the premises noted above. Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all areas of the property, including all buildings, all common areas, inside apartment dwelling units, entryways, porches, balconies, patios, and parking areas. The term "smoking" means any inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe or other tobacco product or similarly lighted product in any manner or form.
2. **"Apartment dwelling units"** are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
3. **"Common spaces"** are defined as areas within the building interior that are open to the public, including but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, tenants and guests.
4. HASCO shall inform current tenants, applicants on waiting lists, HASCO employees and HASCO contractors and sub-contractors of this policy, all of whom are also responsible for following this policy.
5. HASCO shall post "No Smoking" signs at entrances and exits, common areas, hallways, etc., and enforce compliance with this policy.
6. HASCO management employees will be responsible for enforcement of this policy.
7. **HASCO not a guarantor of Tenant's well-being related to smoke-free environment.** Tenant understands and accepts that HASCO's adoption of a Smoke-Free Policy, and efforts to enforce such policy, do not constitute representation or guarantee by HASCO or any of its managing agents of any direct or consequential benefits to the Tenant's health or well-being. HASCO will take reasonable steps to enforce the Smoke-Free Policy. HASCO will address violations of the policy upon HASCO's actual knowledge of the violation and the identity of the responsible Tenant.

8. **HASCO disclaimer.** Tenant understands and accepts that HASCO's adoption of a smoke-free living environment, and efforts to designate portions of the Property as smoke-free, do not in any way modify or add to the standard of care that HASCO has under applicable law to maintain the Property safe relative to air quality. HASCO makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Smoke-Free Policy. HASCO cannot and does not warranty or promise that the Property will be free from second-hand smoke. HASCO's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenants' guests.
9. Notice to Tenants with respiratory ailments, allergies or other condition relating to smoke – This Addendum constitutes notice that HASCO does not assume any duty of care to enforce this Addendum higher than that under the rental agreement.
10. All Tenants will be given two (2) copies of the Smoke-Free Policy. After review, the Tenant will sign both copies and return one to HASCO. The copy will be placed in the Tenant file.

A. Tenant Responsibility

1. It shall be the Tenant's responsibility to inform his/her household members, and guests of this Smoke-Free Policy.
2. The Tenant shall prohibit smoking by his/her household members or guests while on the premises that would violate this Smoke-Free Policy.
3. Failure to comply, or upon repeated violations to this addendum, may be cause for lease enforcement action up to and including termination of Tenant's lease agreement.

Note: This policy is an agreement between the Head of Household (spouse and all other parties to the Lease) and the Housing Authority of Snohomish County and needs to be signed as an addendum to the Lease.

As head of household, I have read the Smoke-Free Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this policy.

TENANT(S)

HOUSING AUTHORITY OF
SNOHOMISH COUNTY

Head of Household (please print)

HASCO Agent (please print)

Head of Household (signature)

Date

HASCO Agent (signature)

Date

Spouse or Other Adult Member
(signature)

Date

Drug and Crime Free Lease Addendum

For USDA Rural Development financed properties

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

Your lease may be terminated for violation of any of the following circumstances or for any of the following actions:

1. Drug related criminal activity engaged in, on or near the premises by any tenant, household member, or guest and any such activity engaged in or on the premises by any other person under the tenant's control
2. Determination made by the Landlord that a household member or guest is illegally using a drug
3. Determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
4. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
5. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that may be a felony under the laws of the place from which the individual flees
6. If the tenant is violating a condition of probation or parole under Federal or State law
7. Determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents
8. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity, and without satisfying a criminal conviction standard of proof of the activity.

I understand and agree to these lease provisions and penalties set forth by management:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner/Agent: _____ Date: _____

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



RESIDENT WINTER SAFETY AND AWARENESS NOTICE

Dear Residents: PLEASE READ THE FOLLOWING THOROUGHLY!

It's the time of year when it's important to consider winter weather so here are some helpful hints, precautions, and preventative measures to take:

- With winter approaching, we ask your cooperation to avoid issues resulting from ice, snow and wintry weather. **YOU HAVE A PERSONAL RESPONSIBILITY FOR YOUR OWN SAFETY!** Please take whatever steps and precautions you feel are necessary to protect yourself and your property.
- Please note that if conditions allow – depending on accumulations of ice or snow, time of day, temperature, traffic conditions, etc. – and at the discretion of management, maintenance staff may clear the walkways around common areas such as the main office, community room, laundry room and mailboxes. However, during extreme or dangerous weather and/or road conditions, maintenance cannot provide ice/snow removal until conditions improve. We do not want residents in multifamily housing to attempt snow or ice removal.
- It is important that residents plan in advance of extreme weather, ensuring that their homes are well stocked with food, water, prescription medicines, and other emergency supplies, thus enabling them to remain in their unit until road conditions improve. Should an emergency requiring medical assistance arise during this time, please call 911. Residents living in single family housing may be required to maintain their property with regards to snow and ice removal; please refer to your lease.
- If you have any hose(s) connected to the exterior hose bibs, please disconnect it/them until any danger of freezing has passed. If the hose is not disconnected, the hose bib may freeze, causing water to leak inside the unit, resulting in water damage.
- Please refrain from washing your vehicle on the premises. We also request that you do not use water to remove frost or ice from your vehicle windshield, and instead scrape your windshield with an ice-scraper, or spray-on deicer. The ice resulting from the use of water, whether hot or cold, can lead to very slippery walkways, parking lots, and driveways, endangering the safety of everyone.
- Always listen to your local radio, news, and weather channels to determine changes in weather conditions.
- If cold weather, ice, snow, or other adverse weather is forecasted:
 - Avoid unnecessary travel. If, however, you must travel, utilize public transit or plan alternative arrangements with friends or family.
 - Check in with relatives, friends, and neighbors who may be able to provide help or require help in preparing for possible adverse weather conditions.
 - Ensure that you have water and other emergency supplies BEFORE weather conditions worsen; stock up on batteries, flashlights, and non-perishable foods. Keep a manual can-opener on hand and fill prescription medications in advance.
 - Clean/vacuum heater grills, and exercise caution in terms of furniture placement near heat sources. All items should be kept a minimum of 18 inches away from any heating source, furnaces, and water heaters.

- If temperatures are forecasted to drop below freezing, and in case of a snow or ice storm, we ask that residents take note of the following:

- The weather is uncontrollable. Residents, therefore, need to take precautions when going outside and walking and/driving.
- Maintain a minimum temperature within your residence of 60 degrees, and allow heat to circulate through all rooms, especially those with plumbing pipes in the walls. **Remember that you are in violation of your lease if you do not use heat.**
- Leave cabinet doors open beneath your bathroom and kitchen sinks, thereby allowing warm air to reach the pipes.
- Keep a trickle of water running in all sink faucets at all times during freezing temperatures to prevent pipes from freezing.
- IMPORTANT! If pipes freeze, turn off the water to your unit and contact your property manager or maintenance department immediately as it is essential to take the appropriate action as swiftly as possible. Do NOT attempt to thaw pipes yourself! If you don't know where the water shut-off is located, please ask your property manager now.
- If you will be away from home during cold weather, notify your property manager of your absence (which will allow us to keep a watchful eye on your unit in case a problem develops) and DO NOT set the heat any lower than 60 degrees.
- If your power goes off:
 - DO NOT use kerosene or propane heaters, or barbecues inside your unit.
 - DO NOT use kerosene or propane lanterns. Instead, choose flashlights or battery-operated lanterns.
 - Use candles as a light source only as a last resort, being very cautious of where the candle is sitting. Keep away from curtains and other combustibles that could catch fire and NEVER leave candles unattended. Also ensure that candles are kept out of reach of small children.

Taking the above precautions should help keep you safe, reduce the risk of injuries, and reduce the chance of frozen pipes and water damage. Thank you for your anticipated adherence to the above requirements and precautions and have a safe and happy winter.

ACKNOWLEDGEMENT

I acknowledge that I have read the Winter Safety and Awareness Notice and understand its provisions and agree to abide by the requirements and precautions stated above.

PRINT NAME: _____ (Head of Household)

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ (Additional Household Member)

SIGNATURE: _____ DATE: _____



A BRIEF GUIDE TO
MOLD,
MOISTURE,
AND
YOUR HOME

**This Guide provides
information and guidance
for homeowners and
renters on how to clean
up residential mold
problems and how to
prevent mold growth.**

*U.S. Environmental Protection Agency
Office of Air and Radiation
Indoor Environments Division
1200 Pennsylvania Avenue, N. W.
Mailcode: 6609J
Washington, DC 20460
www.epa.gov/iaq*

A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

Contents	Page
Mold Basics	
Why is mold growing in my home?	2
Can mold cause health problems?	2
How do I get rid of mold?	3
Mold Cleanup	
Who should do the cleanup?	4
Mold Cleanup Guidelines	6
What to Wear When Cleaning Moldy Areas	8
How Do I Know When the Remediation or Cleanup is Finished?	9
Moisture and Mold Prevention and Control Tips	10
Actions that will help to reduce humidity	11
Actions that will help prevent condensation	12
Testing or sampling for mold	13
Hidden Mold	14
Cleanup and Biocides	15
Additional Resources	16



MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.



Why is mold growing in my home?



Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.

Can mold cause health problems?

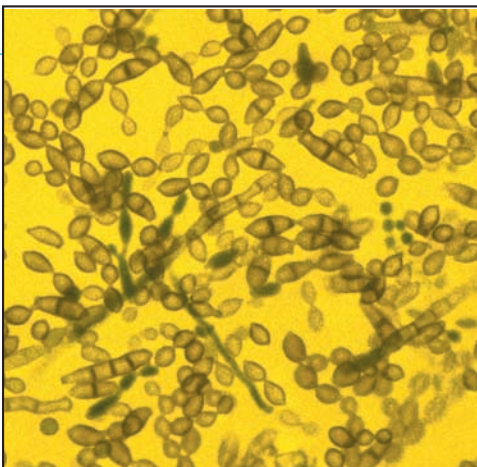
Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

How do I get rid of mold? It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



Magnified mold spores.

Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.

MOLD

CLEANUP



Leaky window – mold is beginning to rot the wooden frame and windowsill.

If you already have a mold problem –
ACT QUICKLY.

Mold damages what it grows on. The longer it grows, the more damage it can cause.

Who should do the cleanup? Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available on the Internet at: www.epa.gov/mold.

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit www.epa.gov/iaq/pubs to download a copy of the EPA guide.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

MOLD **CLEANUP** GUIDELINES

BATHROOM TIP

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



Tips and techniques The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.



Mold growing on a piece of ceiling tile.



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

WHAT TO WEAR WHEN CLEANING MOLDY AREAS



Mold growing on a suitcase stored in a humid basement.

It is important
to take
precautions to
**LIMIT
YOUR
EXPOSURE**
to mold and
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

- **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.
- **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



Cleaning while wearing N-95 respirator, gloves, and goggles.

How do I know when the remediation or cleanup is finished?

- You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.
- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
 - You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
 - People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
 - Ultimately, this is a judgment call; there is no easy answer.

MOISTURE AND MOLD **PREVENTION** AND CONTROL TIPS

MOISTURE Control is the Key to **Mold Control**



*Mold growing
on the surface
of a unit
ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY.**
If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.
- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



Condensation on the inside of a window-pane.

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

Actions that will help to reduce humidity:

- 💧 Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- 💧 Use air conditioners and/or de-humidifiers when needed.
- 💧 Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

Actions that will help prevent condensation:

- ◆ Reduce the humidity (see preceeding page).
- ◆ Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- ◆ Cover cold surfaces, such as cold water pipes, with insulation.
- ◆ Increase air temperature.

Mold growing on a wooden headboard in a room with high humidity.



Renters: Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.

Testing or sampling for mold Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been

adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

HIDDEN MOLD

Mold growing on the back side of wallpaper.



Suspicion of hidden mold You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

Investigating hidden mold problems Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

Cleanup and Biocides Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

Please note: Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

Water stain on a basement wall — locate and fix the source of the water promptly.



ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, visit:

www.epa.gov/mold



Mold growing on fallen leaves.

This document is available on the Environmental Protection Agency, Indoor Environments Division website at: www.epa.gov/mold

NOTES

Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.





MARIJUANA ACKNOWLEDGEMENT

The Housing Authority recognizes that the use of marijuana, for either medical or recreational purposes, is legal under Washington State law. However, use of marijuana is illegal under federal law and is therefore illegal for purposes of participation in federally-assisted housing.

Marijuana use **off** the premises of federally-assisted housing will not constitute illegal drug use for Housing Authority (HA) denial and termination purposes unless such use poses a reasonable likelihood of interference with the health, safety, or right to peaceful enjoyment of the premises by other residents or Public Housing Authority (PHA) staff or representatives. For purposes of marijuana use, *premises* means the building, complex, or development in which the public or assisted housing unit is located; including the parking lot, common areas and grounds.

By receiving this form, you and all adult members in your household, understand that you will not use marijuana for medical or recreational purposes on the premises of federally-assisted housing, and any use while on the premises shall be grounds for termination from the Program.

Head of Household

Date

Other adult family member

Date

Other adult family member

Date

Other adult family member

Date

Ways Home. Paths Forward.



(425) 290-8499 Phone • (425) 290-5618 Fax
www.hasco.org • 12711 4th Ave West • Everett, WA 98204



I, _____, authorize the release of any information deemed pertinent by the **Housing Authority of Snohomish County** for establishing eligibility or continued participation in any of the agency's housing assistance programs. I agree that photocopies of this authorization may be used for these purposes.

Requested information includes, but is not limited to any of the following:

1. Income from any source (employment, pensions, child support, federal, state or local benefits, financial aid, alimony, annuities, asset income, etc.).
2. Expenses such as childcare, medical costs, handicapped assistance expenses, etc.
3. Information from previous landlords, law enforcement agencies, courts, credit bureaus, schools, utilities, etc.
4. Information regarding any minor or foster children.
5. Any information on past history required for any of the above.

This consent form expires 15 months after signed.

Signature

Date

Ways Home. Paths Forward.



(425) 290-8499 Phone • (425) 290-5618 Fax
www.hasco.org • 12711 4th Ave West • Everett, WA 98204



PERMISSION TO SHARE INFORMATION

I, _____ understand by signing this document that I am giving
Head of Household
permission to the Housing Authority of Snohomish County (HASCO) and _____,
Contact Person
to share information and/or documentation as necessary in order to facilitate my participation in the
USDA/Rural Development and/or PBV/Section 8 Rental Assistance Program. This release will remain
valid until the Head of Household notifies HASCO in writing.

Head of Household

Name: _____

Phone: _____

Date: _____

Signature: _____

Contact Person

Name: _____

Agency / Relationship: _____

Phone: _____

Address: _____

Signature: _____

Ways Home. Paths Forward.





HOUSEKEEPING BASICS

HASCO inspects your unit annually to check compliance with HASCO policies and for maintenance and repair. HASCO expects all units to be kept neat and clean. Failure to do so could result in termination of your lease. Cleaning and reporting the need for repairs is your responsibility. Following are some helpful tips to assist you in keeping your unit properly maintained.

ENTRY WAY

- An outside doormat prevents dirt or mud from being tracked inside.
- Place a small rug on your inside entryway floor to prevent dirt from being tracked throughout your unit.
- Dirt is tracked in on shoes. It is very helpful to remove shoes and leave neatly on a mat inside your unit near the entry way. Do not store shoes outside front door.

KITCHEN

- To avoid problems with insects, store food properly in sealed covered containers.
- A cutting board is necessary as it protects countertops. Acrylic boards are inexpensive and can be easily cleaned. Clean cutting boards thoroughly after each use to avoid food contamination.
- Do not set hot items directly on the countertop! Always place items on a hot pad first.
- Wash dishes as soon as possible after food preparation. Wash the dishes before the pots and pans in hot soapy water with a clean cloth or sponge. Dry on a rack or on a clean towel. If unable to wash right away, then rinse immediately. Do not let dirty dishes pile up in your sink and on your countertop.
- Put away clean dishes daily. Dishes, pots, pans, and utensils should always be stored in the appropriate cupboard.
- If you have a dishwasher run it every night and empty it every morning.
- Clean the stove and countertops daily after meal preparation with warm soapy water.
- Sweep floors regularly.
- Use plastic kitchen bags in your kitchen trash receptacle. Dispose of garbage when full or excess debris. Wipe out with a bleach solution as needed to keep fresh.





Weekly, or more often as needed:



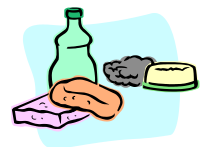
- Mop floors with mild soap and water.
- Wipe down cabinets, microwave (inside and outside), all countertop surfaces and front of refrigerator with warm soapy water.
- Clean sink with a non abrasive cleanser and polish the faucet.
- Put 2 teaspoons baking soda and 2 ice cubes down your garbage disposal then turn on while running hot water.

Quarterly, or more often as needed:

- Empty and wipe down the inside of the refrigerator with warm soapy water. Dispose of expired food.
- Wipe down range hood, filter and clean the oven.

BATHROOM

- Clean the bathroom at least weekly. More often if you have a large family and it is used by multiple people.
- Wipe the tub out directly after using with a soapy sponge, rinse, then dry with a towel.
- To prevent mold, dry the shower with a towel or squeegee directly after using and always leave the shower door open.
- When cleaning a shower or bathtub use a damp sponge and non abrasive cleaner. Remove and dispose of any hair that has accumulated in the strainer.
- When cleaning the sink use a sponge, or cloth, and non abrasive cleaner. A toothbrush works well for cleaning around the faucets and small areas.
- Clean and polish mirrors.
- Scrub the inside of the toilet rim with a toilet brush and wipe down the outside of the entire toilet. Use extra fine steel wool to remove stains inside the toilet.
- Mop floors with mild soap and water.
- Periodically clean out the medicine cabinet. Wipe down the shelves and let dry completely before returning items. And remember – Keep all medicine out of children's reach!
- **CAUTION:** Read labels carefully when using commercial cleaning products. NEVER mix chlorine bleach & ammonia based products! This can result in dangerous and toxic fumes. Always wear rubber gloves when using commercial products.



LIVING ROOM:

- Dust on a regular basis. Use dusting spray on your cloth for surfaces.
- The living room collects the most clutter so deal daily with messes as they come.
- Sort mail immediately, organize and dispose of junk mail.
- Don't let dirty dishes accumulate in the living room.
- If you have children, keep a basket in the living room for easy toy clean up.



- Mop floors with mild soap and water, and/or vacuum on a regular basis.
- As needed use a lightweight broom or vacuum wand to remove cobwebs.

BEDROOM

- Pick up clothes daily and place on hangers in closet and/or fold and put away in dresser. Place soiled clothes in clothes hamper. Do laundry regularly.
- Dust on a regular basis. Use dusting spray on your cloth for surfaces.
- Change sheets on a regular basis.
- Wipe down doors and shelves with a damp cloth on a regular basis.
- Mop floors with mild soap and water, and/or vacuum on a regular basis.
- As needed use a lightweight broom or vacuum wand to remove cobwebs.

HELPFUL CLEANING TIPS



- Baking soda is an inexpensive and environmentally friendly non-abrasive cleanser.
- Microwave the kitchen sponge or dishcloth 20 seconds to kill all bacteria. Be careful when removing from the microwave – it will be hot!
- Occasionally run a couple of slices of lemon through the garbage disposal for a clean fresh smell.
- Rubber or vinyl bath mats can be washed with towels in the washing machine. Do not place in dryer.
- For easy toilet bowl cleaning, place 2 denture cleanser tablets in your toilet and let sit overnight. Brush out with a toilet brush the next day.
- A solution of equal parts white vinegar and water is a great cleaner for shower doors.
- For cleaning mirrors and windows, put some vinegar in a bowl and dunk in crumpled up newspaper. Wipe the mirror/window with the newspaper several times until it is almost dry, and then shine with a soft dry cloth or clean newspaper.
- Run the shower at the hottest temperature for a few minutes before cleaning. This will loosen the soap scum.
- Use an old sock to dust picture frames and lamp shades. When dusting a room always dust clockwise from the top to the bottom, spiraling from the outside in.
- If you have a unit with stairs, keep a basket with a handle on the bottom of the stairs to collect items for upstairs. Whenever you go upstairs bring the basket and put the items away. When you come back down bring the basket and return to the bottom of the stairs.
- Keep a window cleaning kit handy (bucket with supplies). Try cleaning windows, one at a time, during commercials while you are watching TV.
- Folding and/or ironing clothes can easily be done while watching TV or talking on the phone. Once folded or ironed put away immediately.

REMINDER: It is your responsibility to report any maintenance problems immediately!



12711 - 4th Avenue West • Everett, Washington 98204
(425) 290-8499
TDD (425) 290-5785 • FAX (425) 290-5618

Lease Agreement

IMPORTANT! PLEASE READ CAREFULLY
This lease is for the rental of apartments which have been financed with assistance from USDA, Rural Housing Service. This lease is subject to USDA Rural Housing Service regulations and 7 CFR Part 3560, the provisions of which are incorporated herein. It contains special provisions concerning your income, the basis for determining your rent, and other factors which may be different from leases that you as a Tenant have previously signed. Rural Housing Service has the right to further verify information provided by you or any household member. Your signature indicates that you have read these provisions. Please read it carefully before signing, and ask questions if there are any parts which you do not understand.

DISCRIMINATION PROHIBITED.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.

Agreement made this [redacted] day of [redacted], [redacted] by Housing Authority of Snohomish County (landlord) and [redacted] (Tenant).

Apartment unit – Landlord leases to Tenant unit number [redacted], at the Hilltop House I Apartments, a Rural Rental Housing Project located at: 8001 272nd Street NW, Stanwood, WA 98292 (hereinafter, the "Unit").

1. **TERM.** Subject to the conditions set out in this Paragraph 3, the term of this lease shall be twelve (12) calendar months beginning on [redacted]. TENANT’S right to occupy the premises is automatically renewed on a month to month basis, subject to the following conditions: (a) that TENANT is not in violation of the lease; (b) that TENANT has not been served with two (2) or more notices of lease violation for any cause(s) within the past twelve (12) months; (c) that TENANT continues to be eligible for tenancy under USDA, Rural Housing Service regulations; and (d) that TENANT signs a new lease if the standard lease form or any applicable addendum has been amended since TENANT signed the last lease. If TENANT meets these conditions, TENANT’S right to occupy the premises can be terminated only if TENANT or LANDLORD uses the methods in Paragraphs 19 or 20, respectively. If TENANT fails to meet these conditions, TENANT acknowledges and agrees that TENANT must vacate TENANT’S unit within thirty (30) days of being notified by LANDLORD that TENANT is no longer eligible for occupancy or at the expiration of the existing lease term whichever is greater. Any notice will be in writing.
2. **OCCUPANTS.** The person or people approved for occupying the apartment as TENANT(S) and/or household members are:

Tenant Name [redacted]

Tenant Name [redacted]

Any change(s) in the occupancy of TENANT’S household must have LANDLORD’S prior written approval.

- a. Eligibility. Determination of the eligibility of the above person/people to be occupant(s) of the apartment is based on the information provided by on the Form RD 3560-8 and household size and characteristics in accordance with USDA, Rural Housing Service regulations. The TENANT will be required to submit to recertification of eligibility at least on an annual basis or when changes occur as detailed in Paragraph 6. TENANT agrees and understands that tenancy and eligibility for continued occupancy is subject to TENANT’S compliance with the terms of all applicable assistance programs covering TENANT’S unit and/or the project.
- b. **Maximum Income:** USDA, Rural Housing Service regulations require that should TENANT’S adjusted household income exceed USDA, Rural Housing Service qualifying limits, TENANT will no longer be eligible for occupancy in this Project. USDA, Rural Housing Service regulations require that once an eligible TENANT’S income is in excess of USDA, Rural Housing Service qualifying limits, TENANT is no longer eligible for occupancy in this project and will be required to vacate within thirty (30) days after the service of notice that TENANT is ineligible for tenancy, or when TENANT’S current lease term ends, whichever is of greater length, unless an exception is authorized by the USDA, Rural Housing Service State Director.



- c. **Guests.** Anyone who stays in TENANT'S apartment and is not listed on the Form RD 3560-8, "Tenant Certification" will be treated as a guest. TENANT shall not assign this Lease, nor sublet or transfer possession of the rental unit or any portion thereof, nor sell or give accommodation to roomers, boarders, or lodgers, nor permit the use of the rental unit for any other purpose than a private dwelling solely for the TENANT and the persons named in Paragraph 2 of this Lease, and shall not use the premises for illegal activity under Federal, State or local law, or other activity which impairs the physical or social environment of the housing project.

If TENANT'S guest stays longer than three (3) consecutive days or nights, TENANT will provide LANDLORD the name and address of each guest. If TENANT's guest(s) make(s) reoccurring visits or one continuous visit of more than five (5) days and/or nights in a forty-five (45) day period without prior written approval by LANDLORD, TENANT can be considered to be allowing an unauthorized occupant. Unauthorized occupant is defined as person(s) who, with the consent of a TENANT, is staying in the unit but is not listed on Form RD 3560-8, "Tenant Certification" or approved by the LANDLORD to dwell in the unit. Any TENANT allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant which is considered material non-compliance of the lease agreement. Any arrangements for live-in aides must have the prior written permission of the LANDLORD. LANDLORD has the right to require proof of domicile of TENANT'S guest if LANDLORD suspects TENANT'S guest is an unauthorized occupant. The Tenant Contribution will not be recalculated if a LANDLORD approved live-in aid occupies the unit or if TENANT'S guest is there to assist TENANT due to TENANT'S being incapacitated during a time of sickness or recovery. Written verification by a medical doctor of the need for such assistance is required for any such guest. IF TENANT WISHES TO ADD SOMEONE TO TENANT'S EXISTING LEASE, TENANT MUST CONSULT WITH LANDLORD PRIOR TO MAKING ANY CHANGES IN THE CURRENT HOUSEHOLD COMPOSITION. ANY PERSON WHO DESIRES TO BE ADDED TO THE LEASE MUST COMPLETE THE APPLICATION PROCESS FOR TENANCY, MEET ALL ELIGIBILITY REQUIREMENTS, BE APPROVED BY THE LANDLORD PRIOR TO MOVING IN AND ADDED TO Form RD 3560-8, "Tenant Certification".

3. **RENT. Monthly Note Rate Rent** is \$1,125 **Monthly Basic Rent** is \$1,075 and is based on Interest Credit granted by USDA, Rural Housing Service to LANDLORD.

TENANT CONTRIBUTION. Gross Tenant Contribution is that portion of the rent that is paid by TENANT towards rent and utilities. The amount is listed on the Form RD 3560-8, "Tenant Certification". **Tenant Contribution** is Gross Tenant Contribution adjusted by a Utility Allowance. **Utility Allowance** is an amount approved by USDA Rural Housing Service to help offset the utilities in the unit that are paid directly by TENANT, excluding telephone and cable TV, if any. Tenant Contribution will be determined in accordance with USDA, Rural Housing Service regulations. The monthly Tenant Contribution is \$[REDACTED]. The Tenant Contribution is due on the first day of each month and must be paid on or before the first day of each month. HASCO allows a grace period making the rent due on the 10th day of the month. Payment should be made directly to the landlord at **The Housing Authority of Snohomish County 12711 4th Avenue West Ste. 200, Everett, WA 98204**. Tenant Contribution may be paid at such other location as directed by LANDLORD in writing. TENANT'S payment must be made by check or money order and it should be made payable to **The Housing Authority of Snohomish County (HASCO)**. LANDLORD will accept the Tenant Contribution even if TENANT owes LANDLORD other charges. LANDLORD will apply the Tenant Contribution toward rent prior to applying it to other charges that TENANT may owe. LANDLORD may, however, take other action(s) to collect these charges, including seeking legal remedy and/or terminating the tenancy of TENANT under Paragraph 17, below.

- a. **Tenant Contribution Increases and Decreases.** TENANT understands and agrees that the monthly Tenant Contribution under this lease may be raised or lowered, based on changes in TENANT'S household income or adjustments to income, failure to submit information necessary to verify income, changes in the number and ages of people living in the household, and the Escalation Clause of this lease. Should TENANT no longer receive rental assistance as a result of these changes, or if the rental assistance agreement executed by the Owner and USDA, Rural Housing Service expires, TENANT understands and agrees that the monthly Tenant Contribution may be adjusted to no less than Basic Rent nor more than Note Rate Rent during the remaining term of this lease, except that, based on the Escalation Clause in this lease, these rates may be changed by a USDA, Rural Housing Service approved rent change. TENANT may request a redetermination of the monthly Tenant Contribution if TENANT'S household income decreases. Any adjustment in the Tenant Contribution caused by a change in household income, adjusted income, or in the ages of people in TENANT'S apartment will be effective on the next Tenant Contribution due date, after proper third party verification is obtained, in such a manner as to allow LANDLORD sufficient time to verify changes.
- b. **Rental Assistance. (Not applicable if NOT receiving Rental Assistance)** USDA, Rural Housing Service may pay a portion of the rent of qualified TENANTS, pursuant to the Housing Act of 1949 (amended). The amount of rent paid by USDA, Rural Housing Service to LANDLORD on behalf of TENANT is based on the adjusted annual income of all persons living in the unit, as determined by USDA Rural Housing Service regulations, and is called Rental Assistance.

- c. TENANT understands and agrees that if TENANT receives Rental Assistance, the monthly Gross Tenant Contribution, as determined on the latest Form RD 3560-8, "Tenant Certification", which is attached to this lease, for "rent" and "utilities" will be \$_____. If TENANT pays any or all of the utilities directly (not including telephone or cable TV), a Utility Allowance of \$70 will be deducted from the monthly Gross Tenant Contribution for a monthly Net Tenant Contribution of \$_____. If TENANT receives rental assistance and the utility allowance exceeds the Gross Tenant Contribution, LANDLORD will pay TENANT the difference. If TENANT is eligible to receive Rental Assistance, and Rental Assistance is available, and the utility allowance exceeds the Gross Tenant Contribution, TENANT understands that every effort will be made to provide rental assistance so long as TENANT remains eligible and the Rental Assistance agreement between the Owner and USDA, Rural Housing Service remains in effect. However, should this assistance be determinate, TENANT may arrange to terminate this lease, by giving proper notice as set forth in Paragraph 19, below. If Federal subsidies paid to the borrower on behalf of the TENANTS are suspended or cancelled, TENANT'S payment will not change for the term of the lease.
- d. No Assignment and Use Limitations. The following conditions would not cause a change in the TENANT's Net Tenant Contribution: 1) Monetary or non-monetary default of the Owner. 2) Suspension, Cancellation, or Termination of Federal subsidies (Rental Assistance or Interest Credit) paid to the owner or management agent on behalf of the TENANT. 3) Prepayment of the Agency loan by the Owner. 4) Foreclosure, liquidation, or acceleration of the Owner's Promissory Note
- e. Reporting Changes. **TENANT agrees to immediately notify LANDLORD when there is any change in TENANT'S household income or assets, or adjustments to income, , or when there is a change in the number of people living in the TENANT'S household.** TENANT understands that the Tenant Contribution or benefits may be affected as a result of this information. TENANT also understands that failure to report such changes may result in TENANT losing benefits to which TENANT may be entitled or result in LANDLORD taking corrective action if benefits were mistakenly received. TENANT understands that the corrective actions LANDLORD may take include the initiation of a demand for repayment of any benefits or Rental Assistance improperly received, initiation of a notice to cancel any Rental Assistance being received for the balance of TENANT'S certification period, initiation of a notice to increase the monthly Tenant Contribution to **\$1,125 per month (Note Rate Rent)** or initiation of a notice of termination of tenancy. TENANT understands that one or more of these remedies may be initiated at LANDLORD'S option. LANDLORD must recertify TENANT'S household whenever permanent changes to gross household income or permanent adjustments to household income result in an income change of \$100.00 or more per month. At TENANT'S request, LANDLORD must recertify TENANT'S household for income changes of \$50.00 or more per month. LANDLORD may recertify TENANT household for income changes of less than \$50.00, but is not required to do so. When recertifying for a TENANT reported income change, LANDLORD is required to recertify all other factors that affect TENANT eligibility, Tenant Contribution and Rental Assistance, if applicable.
- f. Recertification of Eligibility and Misrepresentation by TENANT. LANDLORD will recalculate the Tenant Contribution at least once a year, or more often if any of the changes, listed under Section 6e, occur. The standards by which rents and eligibility will be determined will be by USDA, Rural Housing Service regulations. TENANT agrees to provide LANDLORD with certification and income verification information, including necessary signatures, so LANDLORD can complete these recalculations (Recertification) and issue a new Form RD 3560-8, "Tenant Certification". **TENANT understands that income certification is a requirement of occupancy and TENANT agrees to promptly provide any certification, income verifications and signatures required by the LANDLORD to permit the determination of eligibility, and where applicable, the monthly Tenant Contribution.**

TENANT understands that should TENANT receive occupancy benefits to which TENANT is not entitled due to TENANT'S failure to provide information or due to incorrect information provided by TENANT or on TENANT'S behalf by others, or for any other household member, TENANT may be required to make restitution and TENANT agrees to repay any amount of benefits to which TENANT was not entitled. If there are intentional misrepresentations or falsifications, or fraud, TENANT may be subject to legal action, which could include the imposition of federal penalties. Federal penalties include fines of up to \$10,000.00 and no more than 10 years imprisonment. Intentional misrepresentation of facts used to determine TENANT'S eligibility may also be considered material non-compliance of this lease and may result in the subsequent termination of tenancy of TENANT and household occupants in accordance with Paragraph 17.

- g. (Escalation Clause) Notice of Tenant Contribution Increase and Decrease.
 - 1) Any adjustments in Tenant Contribution caused by a change in household income, assets, qualification for adjustments to income such as, the number or ages of the people in TENANT'S apartment, will be documented on a new form 3560-8, "Tenant Certification" and be effective on the next Tenant Contribution due date.

- 2) USDA, Rural Housing Service may allow LANDLORD to increase or decrease the Basic and Note Rate Rents and/or the Utility allowance on all units due to increasing or decreasing costs. These increases or decreases could result in an increase or decrease to TENANT's Tenant Contribution. LANDLORD will notify TENANT if an increase or decrease to Basic Rent, Note Rate Rent and/or the Utility Allowance is approved by USDA, Rural Housing Service and of any resulting increase or decrease to TENANT'S Tenant Contribution at least thirty (30) days before it goes into effect and a new Form RD 3560-8, "Tenant Certification", will be issued.
- h. Permanent Occupancy. TENANT understands that TENANT must promptly notify the LANDLORD of any extended absences in excess of two (2) weeks and that if TENANT does not personally reside in the unit for a period exceeding sixty (60) consecutive days for reasons other than health or emergency, LANDLORD will start termination of tenancy proceedings. TENANT also understands that should any Rental Assistance be suspended or reassigned to another eligible tenant, TENANT is not assured that such assistance will still be available to TENANT upon TENANT'S return. If absence is due to verifiable emergency or health reasons, termination of tenancy will begin after the TENANT is away from their unit for more than 180 days (6 months).
4. **LATE CHARGES AND NSF CHARGES.** A grace period of 10 days from the rental payment due date of the first (1st) day of the month is allowed under USDA Rural Housing Service regulations. However, non-payment of Tenant Contribution by the sixth (6th) day of the month may result in a Three Day Notice to Pay Rent or Vacate to be served on TENANT specifying LANDLORD'S intent to terminate tenancy, in accordance with paragraph 20 herein. If the Tenant Contribution is not fully paid by the tenth (10th) day of the month rental payment is due or as specified in the 3-Day Pay Rent or Vacate Notice, TENANT will be required to pay a late charge of **\$10.00 or 5% of the Tenant Contribution whichever is greater.** TENANTS receiving housing benefits from sources other than the Agency may be subject to the late rent fee requirements of the other funding sources.

If TENANT pays the Tenant Contribution with a NSF (Non-sufficient funds) check, TENANT will be charged a fee equal to the amount the bank charges LANDLORD in addition to any late fees which may be due. On the second (2nd) occurrence of a NSF check received from TENANT all Tenant Contributions shall be paid by cashier check or money order.

5. **UTILITIES.** TENANT and LANDLORD agree to pay for the following utilities as indicated:

UTILITY	TENANT	LANDLORD
Electricity	X	
Gas	N/A	N/A
Water		X
Sewer		X
Garbage		X
Other: Cable	X	

It is TENANT'S responsibility to pay TENANT'S utility charges promptly when due

6. **SIZE OF APARTMENT.** The size of TENANT'S apartment is determined by the number of people or occupants as follows:

 1 to 3 people 1 bedroom
 2 to 5 people 2 bedroom

- a. Should the unit become overcrowded or under-utilized, or should TENANT no longer meet the eligibility requirements of the project during the term of the lease agreement, TENANT will be required to vacate the unit at the end of the lease term unless eligibility can be established by moving to an appropriate unit or a written exception is granted by LANDLORD. TENANT agrees to move to an appropriate sized unit upon LANDLORD'S written request to TENANT. Upon receiving this notice, TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably-sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.
- b. **UNITS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES.** TENANT acknowledges that if TENANT or a member of TENANT'S household does not have a disability and is occupying a unit that has design features for an individual with a disability that priority for such unit is given to those needing the special physical design features of the unit. TENANT acknowledges that TENANT is permitted to occupy the unit until LANDLORD issues TENANT a written notice that TENANT must move to another suitably sized vacant unit in the project because an applicant with a disability requiring the design features of the unit has applied for occupancy. Upon receiving this written notice TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.

7. **TENANT DUTIES.** TENANT is obligated to comply with all of the terms of this lease, the Rules and Regulations, the Washington State Landlord-Tenant Act (RCW 59.18), and with the following duties. Failure to comply with these duties is a violation of this lease and may result in LANDLORD seeking legal remedies to terminate tenancy and this lease.
- a. Cleaning. TENANT must keep the apartment clean at all times. If LANDLORD is fined for TENANT'S violation of any fire, health, or safety code, TENANT will reimburse LANDLORD. If TENANT obstructs or fails to cooperate with any pest control efforts, LANDLORD will be required to reimburse LANDLORD for the cost of treating TENANT'S unit within thirty (30) days.
 - b. Safety. TENANT must not use the apartment for any purpose(s) considered dangerous to health, safety, property, or other people.
 - c. Garbage. TENANT must regularly dispose of TENANT'S garbage in a sanitary manner. If TENANT fails to do so, TENANT will pay all costs of pest extermination and/or clean up.
 - d. Use of Property. TENANT must properly use LANDLORD'S property including heaters, plumbing, appliances, and any other item furnished by LANDLORD.
 - e. Damages to the Apartment and/or the Common Areas. TENANT must not damage or remove any of LANDLORD'S property or permit any household member or guest to do so. TENANT will pay for any damages to LANDLORD'S property caused by TENANT, TENANT'S household members or TENANT'S guest within thirty (30) days of LANDLORD'S presentation to TENANT of a written bill for the damages.
 - f. Non-Smoking Policy. LANDLORD will notify TENANT if the property has a non-smoking policy and provide TENANT with a written policy. Violations of the non-smoking policy may be considered material noncompliance of the lease agreement and may result in termination of tenancy.
 - g. Nuisance. TENANT must not do anything which interferes with the rights of LANDLORD'S other tenants to have a safe, healthy and comfortable place to live or which disturbs the quiet enjoyment of their apartment and/or the premises. TENANT must not do anything which interferes with the ability of the LANDLORD or LANDLORD'S employees or agents to manage the property. TENANT agrees not to commit or permit a nuisance or common waste with respect to the Apartment and/or premises, nor to release or discharge any "hazardous materials" onto or from the Apartment or premises. For purposes of this Lease, "hazardous materials" shall be those items commonly referred to in Federal and State environmental laws. TENANT agrees to indemnify LANDLORD in connection with the clean up or mediation of any "hazardous materials" discharged or released by TENANT and possible civil liability should a fire occur.
 - h. Utilities. TENANT must not waste the utilities paid by LANDLORD. Waste may include excessive water running in or outside apartment caused by TENANT neglect, excessive electricity or heat usage, not directly related to a reasonable accommodation, etc. Management will enforce the reasonable and proper use of utilities provided by LANDLORD.
 - i. TENANT'S Appliances. TENANT must not install or use a dishwasher, washing machine, clothes dryer, air conditioner, etc., without LANDLORD'S prior written approval.
 - j. Fire Safety. TENANT is responsible for testing and maintaining TENANT'S smoke and carbon monoxide detector(s) within TENANT'S unit in accordance with the manufacturer's recommendations, including replacement of batteries where required, to ensure that it is working properly at all times. If TENANT fails to maintain the smoke and/or carbon monoxide detector device(s) in proper operating condition, TENANT may be subject to fine(s) levied by the local Fire Department and/or appropriate government agency, as provided under RCW 48.48.140. TENANT is also responsible for notifying LANDLORD immediately if TENANT believes that there is a possibility that the smoke or carbon monoxide detector is not working properly. TENANT will not tamper with, remove the battery from, or disconnect the smoke or carbon monoxide detector in any way. TENANT agrees to ensure that all belongings, including clothes, furniture, bedding, etc. will be kept at the recommended distance of eight inches (8") from all baseboard and wall heaters. Failure to take all necessary precautions to ensure fire safety is grounds for eviction.
 - k. Fixtures. TENANT must not attach anything to LANDLORD'S building, including but not limited to aerials, antennas, satellite dishes, screen or storm doors, or to construct a fence without LANDLORD'S prior written approval. TENANT must remove the permitted items when TENANT leaves without damage to LANDLORD'S property unless LANDLORD wants them to remain.

- l. Alterations. TENANT must not alter, paint or in any way change LANDLORD'S property, including changing door locks or installing additional interior or exterior locks without LANDLORD'S prior written approval.
- m. Pets. TENANT must not have any pets or other animals without LANDLORD'S prior written approval. Assistive and service animals for individuals with disabilities are not considered pets for purpose of this agreement.
- n. Unlawful Activities. TENANT must not engage in or permit any activity in the unit, in the common areas, or on the property grounds, which: (i) is unlawful; (ii) is imminently hazardous to the physical safety of other persons in the unit, in the common areas or on the property grounds; (iii) entails physical assault upon another person, which results in an arrest; or (iv) entails the unlawful use of a firearm or other deadly weapon, as defined by RCW 9A.04.110, which results in an arrest, including threatening another tenant or the LANDLORD with a firearm or other deadly weapon under RCW 59.18.352.
- o. Drug Violation. It is understood that the use, or possession, manufacture, sale, or distribution of an illegally controlled substance (as defined by local, State, or Federal law) while in or on any part of this apartment complex is an illegal act. It is further understood that such action is a material lease violation. Such violation (hereafter called "drug violation") may be evidence upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, State, or Federal law) in any local State, or Federal court.

The LANDLORD may require any lessee (TENANT) or other adult member of the TENANT household occupying the unit (or other adult or non-adult person outside the TENANT household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the LANDLORD, and not thereafter to enter upon the LANDLORD'S premises or the lessee's unit without the LANDLORD'S prior consent as a condition for continued occupancy by the remaining members of the TENANT'S household. The LANDLORD may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The LANDLORD may require any lessee to show evidence that any non-adult member of the TENANT household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the LANDLORD as a condition for continued occupancy in the unit

Should a further drug violation be committed by any non-adult person occupying the unit the LANDLORD may require the person to be severed from tenancy as a condition for continued occupancy by the lessee. If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the LANDLORD. The LANDLORD may also, at the option of the LANDLORD, permit another adult member of the household to be a lessee. Should any of the above provisions governing an act of domestic violence be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of TENANTS afforded by law.

8. TENANT DUTIES. In addition to LANDLORD'S other duties in this lease, LANDLORD agrees to do the following:

- a. Maintenance. Maintain the apartment building and the community areas in a decent, safe, and sanitary condition. LANDLORD agrees to abide by all State and local codes, USDA Rural Housing Service regulations, federal Fair Housing laws and other applicable federal regulations.
- b. Infestation. Exterminate all insect, rodents, bed bugs and other pests, unless TENANT causes the infestation. If TENANT causes the infestation, TENANT shall reimburse the cost to the LANDLORD of the extermination within thirty (30) days.
- c. Locks. Provide adequate locks and furnish keys to TENANT. Replacement keys will be at a cost of \$5.00 (unit) \$3.00 (mail) per key. If LANDLORD has to change the locks, the cost for both parts and labor will be TENANT'S responsibility, unless said change is at the LANDLORD'S option as part of normal maintenance activities.
- d. Garbage. Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.

- e. Documents. Provide TENANT with copies of the signed lease, LANDLORD'S Rules and Regulations, the Apartment Inspection Report, a Summary of TENANT'S Rights, and a copy of Form RD 3560-8, Tenant Certification. Upon Tenant's request, LANDLORD will provide TENANT with a copy of the grievance procedure.
9. **NON-DISCRIMINATION AND HARRASSMENT.** LANDLORD is committed to the laws, principals and spirit of non-discrimination and equal opportunity for all persons without regard to race, color, religion, sex, familial status, national origin, age, or disability. TENANT understands that harassment of any person because of his/her race, color, religion, sex, familial status, national origin, age, or disability or any other protected basis as defined by law, while on the LANDLORD'S premises, is a form of discrimination and constitutes a substantial violation of the lease.
10. **APARTMENT INSPECTION REPORTS.** Before TENANT moves in, TENANT and LANDLORD will inspect TENANT'S apartment for defects and other damage. LANDLORD and TENANT will then complete and sign the Move-In portion of the Apartment Inspection Report and both LANDLORD and TENANT will get copies. By signing the Apartment Inspection Report, TENANT agrees that the TENANT is satisfied with the condition of the apartment and that LANDLORD will not be required to repaint, re-plaster, or perform any other work, except those items specified on the report.

When TENANT leaves the apartment, both TENANT and LANDLORD will inspect the apartment and complete and sign the Move-Out portion of the Apartment Inspection Report. It is TENANT'S duty to leave the apartment in as good condition as received. The Move-Out Report will assess whether TENANT has damaged or failed to clean TENANT'S apartment and any withholding of money from TENANT'S security deposit will be based on this report. In the event TENANT terminates the lease agreement without an inspection, LANDLORD will make the inspection and will notify TENANT of any charges which are to be deducted from the deposit in accordance with Paragraph 12(d) of this lease.
11. **FURNISHED EQUIPMENT.** TENANT acknowledges LANDLORD has furnished the following equipment:
Stove/oven and refrigerator.
12. **SECURITY/DAMAGE DEPOSIT.**

- a. Amount. TENANT must pay a Security Deposit of \$150.00 prior to moving into the Apartment unit. If TENANT is eligible for Rental Assistance and TENANT cannot afford to pay all of the Security Deposit prior to moving in, LANDLORD will work out a reasonable (up to three (3) months) payment program in accordance with USDA Rural Housing regulations and 7 CFR Part 3560. All other TENANTS will pay the entire Security Deposit prior to moving in.
- b. Security Deposit Account. TENANT'S Security Deposit will be placed by LANDLORD in a trust account at Bank of America whose address is P.O. Box 1106, Everett, WA 98206.
- c. Deductions. When TENANT leaves the apartment, LANDLORD may retain a portion or all of TENANT'S deposit for the following expenses:
 - (1) Any Tenant Contribution TENANT owes will be deducted.
 - (2) Each key not returned will result in \$5.00 (unit), \$3.00 (mail) lost key charge being deducted.
 - (3) TENANT must clean and restore the apartment to its original condition except for normal wear and tear. If the apartment is not cleaned the cost of cleaning will be deducted. Cleaning includes carpets and drapes/window coverings.
 - (4) Cost of TENANT damages outside of normal wear and tear will be deducted.
 - (5) Cost of any lost or missing items of furnishing or equipment will be deducted.
 - (6) TENANT must pay any other expenses that are TENANT related and not listed above.
 - (7) TENANT will forfeit their Security Deposit if the TENANT vacates the project before fulfilling the initial twelve (12) month term, except for termination with good cause as per paragraph 16.
 - (8) Improper/no notice provided by TENANT in writing twenty (20) prior to next rent payment date for vacate.
- d. Refunds. TENANT must provide LANDLORD with TENANT'S forwarding address so that LANDLORD can return TENANT'S Security Deposit. Within fourteen (14) days of TENANT'S date of vacating, LANDLORD will return any or all of TENANT'S Security Deposit, including a statement itemizing any deductions, or

send a full statement specifying LANDLORD'S grounds for retaining TENANT'S deposit along with a listing of chargeable items and their costs.

- e. If TENANT does not give LANDLORD a forwarding address, LANDLORD will send TENANT'S deposit and/or LANDLORD'S statement to TENANT'S last known address.
- f. Additional Costs. In addition, LANDLORD has the right to file suit against TENANT in State court to recover any Tenant Contribution not paid, along with the costs of cleaning, repairs or replacements in excess of TENANT'S Security Deposit. If LANDLORD files suit, and if the court determines LANDLORD prevails, TENANT may also be required by the courts to pay court costs and the attorney's fees of LANDLORD.

13. REPAIRS.

- a. Tenant Damage. TENANT must immediately notify LANDLORD if damage is caused to the apartment or project/project grounds.

If TENANT, a member of TENANT'S household or a guest of TENANT causes damage to apartment or other parts of project TENANT will be responsible for costs of necessary repairs. LANDLORD may enter the apartment, make the necessary repairs, and bill TENANT. TENANT must pay this bill on the next Tenant Contribution due date, unless both TENANT and LANDLORD enter into a written agreement specifying some other terms of payment. If TENANT fails to comply with the terms of this paragraph, LANDLORD may seek to terminate the tenancy as set forth in Paragraph 17.

If the items TENANT has damaged do not substantially affect health or safety of LANDLORD'S other tenants, TENANT must nevertheless pay for necessary repairs. If TENANT fails to do so LANDLORD can deduct the costs of repairs from TENANT'S Security Deposit, send TENANT a bill payable within ten (10) days, and/or seek recovery from TENANT in State court.

- 14. **ENTERING TENANT'S APARTMENT.** LANDLORD may need to enter TENANT'S apartment, at reasonable times, for inspections, repairs or to show TENANT'S apartment to prospective tenants, prospective purchasers, or other authorized people. When entry is necessary, LANDLORD will give the TENANT a 48 hour prior written notice of intent to enter. If TENANT or a friend wishes to be present, please let the LANDLORD know prior to the scheduled entry date. TENANT may not unreasonably withhold permission for LANDLORD to enter. LANDLORD may enter the unit without prior notice and without TENANT consent when an emergency exists. When LANDLORD enters on an emergency basis during TENANT'S absence, LANDLORD will leave written notice stating the reason for the entry and the name of the person who entered the apartment.

- 15. **CHANGE IN AGREEMENT.** LANDLORD may, with prior approval of USDA, Rural Housing Service, change the terms and conditions of this lease agreement and/or the LANDLORD'S Rules and Regulations. LANDLORD will send TENANT a notice of the change(s) either by certified mail return receipt requested or by hand delivering it to a TENANT of TENANT'S household or a person of suitable age discretion residing with TENANT requesting a signed and dated acknowledgement of receipt at least 30 days before the change becomes effective. TENANT will then have the right to terminate this agreement in accordance with Paragraph 16 or may sign a revised agreement or amendment which includes the change(s). (Modification of the lease agreement and/or Rules and Regulations is subject to the Tenant Grievance Procedure). Any revisions to this lease will be effective at the end of the initial or any renewal term of the lease in effect at the time of change(s) is delivered.

- 16. **TERMINATION OF THE LEASE BY TENANT.** TENANT may terminate this lease by giving LANDLORD written notice at least twenty (20) days before TENANT'S next Tenant Contribution payment is due, providing TENANT has fulfilled the original twelve (12) month term of the lease as outlined in Paragraph 1; or TENANT may terminate this lease with thirty (30) day written notice prior to expiration of its term for "good cause." Good cause shall include: moving out of the area for employment; loss of TENANT'S job; severe illness; death of TENANT'S spouse; or after notification by borrower of intent to prepay.

According to the terms of this agreement, the Tenant Contribution has been prorated to the first day of each calendar month. The TENANT understands that the occupancy is on a month-to-month tenancy running from the first to the last day of each month (Example: Notice given on the 15th day of one month would bind the tenancy until the last day of the following month, not the 5th day of the following month). The tenancy still exists during the time that TENANT'S household's personal possessions remain in the apartment even if the TENANT has personally ceased to occupy the apartment with the intent to vacate and leave the project and until such time as TENANT'S personal possessions have been moved voluntarily or by legal means, subject to the provisions of State or local law.

- 17. **TERMINATION OF THE LEASE BY LANDLORD.** The LANDLORD may terminate or refuse to renew this Lease only for material non-compliance with the terms of the Lease, including addendums, Rules and Regulations of the property or other "good cause", as defined below.
 - a. "Material Non-Compliance" for the purpose of Lease Termination, includes TENANT'S substantial and/or repeated violations of the Lease or Rules and Regulations, including, but not limited to non-payment or

repeated late payment of rent or other financial obligations due under the Lease, Rules and Regulations or Criminal, Drug or Domestic Violence violation.

b. "Good Cause" for the purpose of Lease Termination, includes, but is not limited to:

- 1) Non-Eligibility of the TENANT'S household;
- 2) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests which interfere with the rights of other tenants or neighbors to the quiet enjoyment of the premises and related facilities
- 3) Actions by the TENANT, a member of the TENANT'S household or by TENANT'S guests that threaten the health and safety of other persons, or are abusive, harassing or threatening to the LANDLORD, employees or assigns of the property or management or to other tenants;
- 4) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that result in physical damage to the rental unit, common areas or the property of other tenants prohibited by State and local laws;
- 5) Any actions by TENANT, a member of TENANT'S household or by TENANT'S guests prohibited by State and local laws;
- 6) TENANT'S failure to reimburse the LANDLORD within thirty (30) days for repairs made or any other charges authorized under this Lease;
- 7) Permitting unauthorized person to live in the rental unit or violations of the guest policies
- 8) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that create physical hazards
- 9) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that cause, or potentially cause an adverse financial effect on the housing or the property of other persons
- 10) TENANT'S failure to repay unauthorized assistance payments
- 11) TENANT'S failure to accept and observe LANDLORD'S authorized modifications to the Lease
- 12) Allowing unauthorized pets in the unit or permitting actions or behavior by pets or assistance animals that threaten the quiet enjoyment of other tenants, or causes damage to the unit or property
- 13) TENANT'S failure to provide accurate and timely income certification or re-certification information
- 14) TENANT'S failure to maintain required utilities to the rental unit
- 15) TENANT'S failure to maintain the rental unit in clean condition
- 16) TENANT'S failure to pay security or pet deposit as required
- 17) Criminal, gang or drug-related activity by the TENANT, a member of TENANT'S household, a TENANT'S guest or by any other person under the control of the TENANT at the time of the activity
- 18) Criminal activity or alcohol abuse, in accordance with the provisions of 24 C.F.R. 5.858 through 5.861
- 19) Situations where the TENANT has been mistakenly placed in rental unit in which the TENANT is not eligible under applicable TENANT eligibility requirements;
- 20) Providing the LANDLORD false information regarding income or other factors considered in determining the TENANT'S rent

c. **Notices:** Prior to termination of the Lease, LANDLORD must provide TENANT with written notice of the violation, with specific reference to the provisions of the Lease or Rule(s) that have been violated. In addition:

Lease Violation notices must:

- 1) Provide TENANT an opportunity to correct the violation

- 2) Advise that the TENANT'S conduct is grounds for termination of tenancy
- 3) Advise the TENANT of their right to respond to the notice within ten (10) calendar days after the date of the notice
- 4) Advise the TENANT of their right to a hearing in accordance with 7 C.F.R. 3560.160

Lease Termination notices must:

- 1) Specify the date the Lease will be terminated
- 2) Include a statement that the LANDLORD may initiate judicial action to enforce the Lease termination

A suit for unpaid rent and possession of the rental unit is not an action to terminate the Lease, and may be pursued by LANDLORD under State law, without regard to the requirements of this Section.

In accordance with 7 C.F.R. 3560.160 (e), both the Notice of Violation and the Notice of Termination must be delivered to the TENANT by certified mail, return receipt requested, or hand delivered with a signed and dated acknowledgement of receipt from the TENANT. Any termination of the Lease by the LANDLORD must be carried out in accordance with 7 C.F.R. 3560.159, State and local law, and the terms of this Lease. TENANT shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to LANDLORD'S obligation to mitigate its losses.

- d. **Judicial Action.** If TENANT fails to correct the violation of the Lease and/or Rules and Regulations specified in LANDLORD'S notice and refuses to vacate the apartment by the date specified in the LANDLORD'S notice, LANDLORD may seek to enforce the Lease termination notice by filing an Unlawful Detainer Action in State court. If LANDLORD brings an Unlawful Detainer Action in State court and is successful, the court may order TENANT to pay all court costs and LANDLORD'S expenses, including reasonable attorney fees. TENANT will be given a chance to present a defense during this action in accordance with State laws.

18. **ABANDONMENT.** Abandonment is demonstrated by TENANT'S failure to pay Tenant Contribution when due and, by words and/or conduct, indication that TENANT does not intend to continue occupancy. If TENANT abandons TENANT'S apartment and fails to pay the Tenant Contribution, LANDLORD may enter TENANT'S apartment after posting two (2) days' notice and move any property TENANT leaves behind to a reasonably secure place, which removal and storage shall be at TENANT'S expense. Tenancy continues until TENANT'S personal possessions are removed from the rental unit either voluntarily or by legal means, subject to provisions of State and local law in such matters. LANDLORD will promptly send TENANT written notice, to TENANT'S last known address, specifying the location of the TENANT'S belongings, the name and address of LANDLORD, and informing TENANT that the property will be sold or otherwise disposed of, and the date of sale/disposal.

If the value of the abandoned property is more than \$250, TENANT must claim TENANT'S property within forty-five (45) days of the date the notice of sale was mailed to TENANT, or LANDLORD may sell or dispose of it seven (7) days after notice of sale is mailed, except for personal papers, family pictures and keepsakes which will be held for TENANT for a period of one (1) year from the date of sale or disposal. Any money received will be applied first to moving and storage cost and then to any Tenant Contribution or other charges due from TENANT. Any remaining funds will be held for twelve (12) calendar months after the sale. If TENANT fails to claim these funds within that time it will become LANDLORD'S property including any interest paid on the income.

19. **RULES AND REGULATIONS.** The LANDLORD Rules and Regulations are an attachment to this Lease. TENANT will receive a copy of LANDLORD'S Rules and Regulations before TENANT signs this lease. By signing this Lease TENANT agrees to abide by those rules. LANDLORD may change the Rules and Regulations, but only after giving TENANT thirty (30) day written notice and the opportunity for the TENANT to offer comments and suggestions. By federal regulation, all LANDLORD'S Rules and Regulations must be approved by USDA, Rural Housing Service.
20. **PREPAYMENT BY OWNER.** No Tenant Contribution may be increased by reason of prepayment of the loan on this property for the term of the lease. Owner agrees to abide by Rural Housing Service regulations and 7 C.F.R. Part 3560. If prepayment occurs, leases and renewals will be amended to include a clause specifying tenant protections.
21. **SALE OF PROPERTY.** Should this property be sold to a buyer approved by USDA, Rural Housing Service, this lease will be transferred to the new Owners.

22. **UNTENANTABLE PROPERTY.** Should this property become untenable because of fire or other disaster not caused by or made worse by TENANT, the Owner has the right to repair or rehabilitate the building within a reasonable period of time and/or terminate the lease. If the lease is terminated, TENANT will be responsible for Tenant Contribution only up to the date of destruction.

23. **ACCOMMODATIONS OF PERSONS WITH DISABILITIES.** For all aspects of the lease, under the provisions of Section 504 of the Rehabilitation Act of 1973, a person with a disability shall be provided with a reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the apartment and apartment premises equal to a person without a disability.

TENANT, TENANT’S household member(s), or a representative of TENANT or TENANT’S household member may, at any time, request a reasonable accommodation of a disability of TENANT or TENANT’S household member(s) – including a reasonable accommodation so that TENANT can meet lease requirements of other requirements of tenancy.

24. **ADDENDUMS.** The following addendums are made a part of this lease:

- Rules and Regulations
- Move-In/Move-Out Apartment Inspection Report
- Tenant Certification Form RD 3560-8
- Tenant Grievance Procedure
- Pet Rules
- Other:

25. **CONTENTS OF THIS AGREEMENT.** This agreement, its attachments and addendums make up the entire agreement between TENANT and LANDLORD regarding the unit. If any court declares particular provisions of this agreement to be invalid or illegal, all other terms of this agreement will remain in effect and both TENANT and LANDLORD will continue to be bound by them. TENANT and LANDLORD agree to comply with Washington Residential Landlord/Tenant Act. Nothing in this agreement shall be construed as waiving any of TENANT’S or LANDLORD’S rights under State law.

26. **SIGNATURE CLAUSE.** By signing below, both TENANT and LANDLORD certify that they are legally capable to sign a contract, and have read this lease, and agree to be bound by its provisions.

I accept this apartment at my own free will:

_____	_____
Date	Tenant Signature
_____	_____
Date	Co-Tenant Signature
_____	_____
Date	Landlord



This Page Intentionally Left Blank



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11d

DATE: September 14, 2023

SUBJECT: Stanwood Municipal Code Title 3 – Revenue and Finance

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Ordinance 1520 Adoption of Title 3 – Revenue and Finance

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the first reading of Ordinance 1520, adoption of Title – 3, Revenue and Finance, of the Stanwood Municipal Code.

SUMMARY

Included in the next batch of Municipal Code Amendments is Title 3 – Revenue and Finance and Title 5 – Business License and Regulations. These Titles have been grouped together for review as they have direct code correlations. Using the approved style guide, the draft amendments delete outdated code citations and modernize the text by applying current best practices. It notes where new sections have been added or where moved. In general, these titles and chapters have been reorganized for better flow and readability with similar topics being grouped together.

Ordinance 1520 includes:

- Title 2 – references are updated with new Title 3-chapter numbers.
- Title 3 – Revenue and Finance establishing the City’s authority to impose and collect taxes and fees creating the revenue source of the city’s operational budget.
- Title 4 – Acceptance of interest in real property has been added to Chapter 4.18
- Title 17 – Impact fees has been moved from Title 17, Zoning, to Title 3.
- Title 17 – School Impact Fee Concurrency has been moved to Title 17.

BACKGROUND

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

 Blue banner describes actions taken or issue descriptions.

 Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. To date, the Council has approved the following Title groupings:

Stanwood Municipal Code Titles	Action
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Title 7 – Noise Ordinance Only	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses & Regulations	Pending City Council Action September / October 2023

As Titles and Chapters are approved, there may be times when chapters or sections within chapters of approved Titles will need to be amended to ensure consistency throughout the Municipal Code as it is amended.

ANALYSIS

Title 3 establishes the City's authority to impose and collect taxes and fees creating the revenue source of the city's operational budget. This rewrite of Title 3 does not create any new taxes or fees, but instead reorganizes the Title to group similar topics together thereby improving the flow and readability of the Title. The following chapter topics will be grouped together leaving space between chapter titles to allow room for future code amendments.

- Taxes;
- Fees;
- Fiscal Policy and Claims; and
- Accounting Funds

Other significant changes to Title 3 include:

- Segregation Assessment fees (description and engineering) have been removed and will be added to the City's Fee Resolution.
- Penalties have been updated for consistency with the civil penalties as adopted in Title 13, Civil Enforcement.
- Impact fee provisions have been moved from Title 17, Zoning and consolidated into a single chapter in Title 3. New state laws passed by the Legislature this session will be addressed in a separate ordinance.
- School Impact Fee Concurrency has been moved to Title 17, similarly as traffic concurrency, shown in Exhibit C.
- Donations were moved to Title 4 – Administration, with the first batch of code amendments. In the original scoping memo, it was proposed to include "Acceptance of Interest in Real Property" as a new chapter in Title 3. This has been reconsidered and for consistency, it is recommended to move acceptance of real property to its own chapter in SMC Title 4, as shown in Exhibit B.
- Minor amendments to the fee schedule are necessary to add the segregated assessment fees associated with the formation of Local Improvement Districts. (SMC 3.12.320 and 3.12.330)

Council Policy Decision Issues:

The following policy issues need to be discussed before the final reading: both issues apply to the City's Impact Fee Regulations:

- A. Impact fee exceptions for Accessory Dwelling Units (ADU) -SMC 3.24.050: Recent changes in state law require cities to amend their ADU impact fees to be no more than 50% of the impact fee for the primary dwelling unit. In response, some cities are discussing exempting ADU's from paying impact fees altogether as part of their efforts to address affordable housing barriers. Staff is proposing to cut the impact fee in half as those living in ADU's will continue to drive vehicles and use the City's park facilities.
- B. Fee Calculation Incentives – SMC 3.24.160: There are several incentives in the existing Municipal Code that are applied to traffic impact fees. With the relocation

and combining of the impact fee code sections, staff proposes that the existing incentives be applied universally to all impact fees:

- Commercial developments are eligible for a 10% fee reduction;
- Re-use of existing buildings in the MBI and MBII (and future Downtown Mixed-Use Corridor) zones are exempt from impact fees;
- Historic single family residential lots created prior to 1969 are eligible for a 35% fee reduction; and
- Low-income housing projects are eligible to reduce their fees by 80%.
 - Added a 10-year restriction on conversion of low income units.

Fiscal Impact			
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.			
Fund(s):	Staff Time		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council accept the first reading of the proposed amendments and proceed to the second reading.

Committee/Board Recommendation:

The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments; their comments have been incorporated into the drafts. All groups have recommended to adopt the amendments.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1520 adopting Title 3, Revenue and Finance, and to proceed with the second reading on September 28, 2023.
2. Request changes to Ordinance 1520 and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

PROPOSED MOTION

I MOVE TO ACCEPT THE FIRST READING OF ORDINANCE 1520 AS SET FORTH IN ATTACHMENT “A” AND TO PROCEED WITH THE SECOND READING OF THE ORDINANCE ON SEPTEMBER 28, 2023.

**CITY OF STANWOOD
WASHINGTON****ORDINANCE NO. 1520****AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE (SMC) TITLE 3, REVENUE AND FINANCE,
UPDATING CHAPTER 2.14 REFERENCES, DELETING IMPACT FEE CHAPTERS
FROM TITLE 17 AND MOVING THEM TO TITLE 3, ADOPTING REAL PROPERTY
REGULATIONS IN TITLE 4, AND ESTABLISHING SEVERABILITY AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, amendments include reorganizing Title 3 to group similar topic together thereby improving the flow and readability of the Title; and

WHEREAS, the amendments do not create any new taxes or fees, but instead groups the chapters by taxes, fees, fiscal policy and accounting funds; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 230113; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their June 21, 2023 meeting, and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission reviewed the draft ordinance at their July 10, 2023 meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on September 14, 2023, a second reading on September 28, 2023, and accepted public comment; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Stanwood Municipal Code Title 3, Revenue and Finance, is repealed in its entirety and replaced with the new Title 3, Revenue and Finance, as provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. SMC Chapter 4.18 is adopted as shown in Exhibit B.

Section 3. SMC Chapter 17.148A is adopted as shown in Exhibit C.

Section 4. References in SMC Chapter 2.14 to SMC Chapter 3.36 are updated to SMC Chapter 3.09.

Section 5. The following chapters are deleted: SMC 17.151 Impact Fees – Transportation, SMC 17.152 Impact Fees – Parks, Open Space and Recreational Facilities, SMC 17.153 Impact Fees – School Facilities, and SMC 17.153A Impact Fees – Fire Facilities.

Section 6. This ordinance contains a re-adoption of existing taxes, and no interruption from existing taxes is intended.

Section 7. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 8. 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 9. Effective Date. This Ordinance shall take effect five days publication as required by law.

PASSED and APPROVED this ____ day of _____, 2023.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

Title 3 Revenue and Finance	8
Chapter 3.01 General Provisions	8
3.01.020 Administration.....	8
3.01.040 Severability	8
Chapter 3.03 Leasehold Excise Tax	8
3.03.010 Imposition of tax.	8
3.03.020 Tax rate.....	8
3.03.030 Agreement.....	9
3.03.040 Adoption by reference.	9
Chapter 3.04 Sales and Use Tax.....	9
3.04.010 Imposition of tax.	9
3.04.020 Imposition of additional tax.	9
3.04.030 Administration.....	10
3.04.040 Inspection of records.....	10
Chapter 3.05 Sales and Use Tax for the Transportation Benefit Fund.....	10
3.05.010 Imposition of tax.	10
3.05.020 Deposit of proceeds.	10
3.05.030 Expiration and renewal.	10
Chapter 3.06 Sales and Use Tax for Affordable Housing	11
3.06.010 Purpose of tax.	11
3.06.015 Imposition of sales and use tax for affordable housing.....	11
3.06.020 Applicability of tax.....	11
3.06.025 Administration and collection.	12
3.06.030 Duration of tax.	12
3.06.040 Deposit of proceeds.	12
Chapter 3.07 Brokered Natural Gas Use Tax	12
3.07.010 Adoption by reference.	12
3.07.020 Rate.	12
Chapter 3.08 Real Estate Excise Tax (REET)	13
3.08.010 Imposition of tax—REET 1	13
3.08.015 Imposition of tax—REET 2	13
3.08.020 Taxable events.....	13
3.08.030 Consistency with state tax.....	14
3.08.040 Disbursal of tax proceeds.....	14
3.08.050 Seller’s obligation.	14

3.08.060 Lien provisions.....	14
3.08.070 Notation of payment.....	14
3.08.085 Date payable.....	15
Chapter 3.09 Lodging Tax.....	15
3.09.010 Imposition of lodging tax.....	15
3.09.030 Definitions.....	15
3.09.040 Tax deemed in addition to license fee or other taxes.....	15
3.09.050 Deposit of proceeds—Use of funds.....	16
3.09.060 Administration and collection.....	16
Chapter 3.10 Gambling Tax.....	16
3.10.010 Definitions.....	16
3.10.020 Imposition of tax.....	16
3.10.030 Administration – Collection.....	17
3.10.040 Payments – Late penalties and liens.....	17
3.10.050 Disposition of proceeds.....	17
3.10.060 City treasurer’s authority.....	18
3.10.070 Access to records.....	18
3.10.090 Violation – Penalty.....	18
Chapter 3.11 Utility Tax.....	18
3.11.010 Generally.....	18
3.11.020 Definitions.....	19
3.11.030 Businesses and utilities subject to utility tax – Amount.....	19
3.11.040 Exemptions and deductions.....	20
3.11.050 Reporting period and payment provisions.....	20
3.11.060 Sale or transfer of business.....	21
3.11.070 Taxpayer to keep books and records – Returns to be confidential.....	21
3.11.080 Right to audit.....	21
3.11.090 Overpayment or underpayment of tax.....	21
3.11.100 Late payment penalties.....	21
3.11.110 City treasurer may make rules.....	22
3.11.120 Violation – Penalty.....	22
Chapter 3.12 Local Improvements.....	22
3.12.010 Local improvements.....	22
3.12.280 Segregated assessment – Determination – Collection.....	22
3.12.290 Segregated assessment – Collection record, receipt required.....	22
3.12.300 Segregated assessment – Street conformance required.....	23
3.12.310 Segregated assessment – Certification.....	23
Chapter 3.20 Public Service Fees.....	23
3.20.010 Purpose.....	23

3.20.040 Consolidated Fee Schedule	23
3.20.060 Payment Processing Fees	23
3.20.080 Timely Payment.....	24
3.20.100 Refunds.....	24
Chapter 3.24 Impact Fees	25
3.24.010 Authority and Purpose	25
3.24.020 Findings	25
3.24.030 Definitions	26
3.24.040 Applicability and imposition of impact fees.....	27
3.24.050 Capital Facilities Plan	27
3.24.060 Expenditure—Timing.....	28
3.24.070 Accounting—Reporting.....	28
3.24.080 Administration of School Impact Fees	29
3.24.100 Fee Calculation—Generally	29
3.24.110 Fee Calculation—Fire Component	30
3.24.120 Fee Calculation—Parks Component.....	30
3.24.130 Fee Calculation—Schools Component	31
3.24.140 Fee Calculation—Transportation Component	32
3.24.150 Fee Calculation—Credits.....	33
3.24.160 Fee Calculation—Incentives and Discounts	34
3.24.200 Payment—Timing.....	35
3.24.220 Payment—Deferral.....	36
3.24.240 Payment—Under Protest.....	37
3.24.300 Appeals.....	37
3.24.400 Refunds.....	37
Chapter 3.30 Fiscal Policy	38
3.30.010 Consolidated Financial Management Policy	38
Chapter 3.32 Payment of Claims	38
3.32.010 Check authority.....	38
3.20.020 Expenditures and disbursements.....	38
3.20.030 Disapproval of claims.....	39
Chapter 3.34 Funds.....	39
3.34.010 General Provisions.....	39
3.34.020 General Fund	40
3.34.101 Street Fund	40
3.34.102 Street Impact Fees Fund.....	40
3.34.103 Street Construction Fund	41
3.34.104 Park and Trail Improvement Fund.....	41
3.34.105 Fire Impact Fees	41
3.34.106 Park Impact Fees	41

3.34.107 Equipment Reserve Fund	41
3.34.108 Transportation Benefit Fund	42
3.34.109 Contingency Fund.....	42
3.34.110 Building Improvement Fund.....	42
3.34.115 Tourism Promotion Fund	42
3.34.120 REET 1 – Capital Improvements	43
3.34.121 REET 2 – Growth Management	43
3.34.205 Debt Service Fund	43
3.34.401 Sewer Fund.....	43
3.34.403 Sewer Construction Fund	43
3.34.405 Sewer Plant Investment Fund	44
3.34.410 Drainage Fund	44
3.34.411 Drainage Construction Fund.....	44
3.34.412 Drainage Plant Investment Fund.....	45
3.34.421 Water Fund.....	45
3.34.422 Water Construction Fund.....	45
3.34.423 Cedar Home Plant Investment Fund	45
3.34.424 Water Plant Investment Fund	45
3.34.451 Water Bond Reserve Fund.....	45
3.34.452 Sewer Bond Reserve Fund.....	46
3.34.457 Sewer Equipment Reserve Fund	46
3.34.458 Drainage Equipment Reserve Fund.....	46
3.34.459 Water Equipment Reserve Fund	46
3.34.630 Agency Fund	46
Chapter 3.36 Interfund Loans.....	46
3.36.010 Interfund loans authorized.....	46
3.36.020 Report to the city council.	47
3.36.030 Repayment directed.	47
Chapter 3.40 Transportation Benefit District	47
3.40.010 Establishment of transportation benefit district.....	47
3.40.015 Assumption of transportation benefit district.	47
3.40.020 Governing board.....	48
3.40.030 Authority of the city.	48
3.40.040 Transportation improvements funded.....	48
3.40.060 Annual Report	48

Title 3 Revenue and Finance

i This title is a complete rewrite of existing SMC Title 3.

i In this title, we have tried to strike a balance between keeping existing chapter numbering and reorganization for future expansion. To that end, we have organized the chapters as follows:

- 3.01-3.19 for sections pertaining to taxes.
- 3.20-3.29 for sections pertaining to fees.
- 3.30-3.39 for sections pertaining to fiscal policy, with general policies in 3.30. All accounting funds should be created and listed in their own section of SMC Chapter 3.34 corresponding to the fund number (e.g., fund 103, Street Construction Fund, is described in section 3.16.103) and following the pattern in Chapter 3.34.
- 3.40-3.41 for other sections that don't fit elsewhere, e.g., establishment of the transportation benefit district.

Chapter 3.01 General Provisions

3.01.020 Administration

Except where otherwise provided, the City Finance Director is responsible for the administration of this title.

3.01.040 Severability

The various chapters, sections, and clauses of the ordinances codified in this title are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the title must not be affected.

Chapter 3.03 Leasehold Excise Tax

i This is existing chapter 3.32, recodified to be near the other tax chapters.

3.03.010 Imposition of tax.

A leasehold excise tax is imposed on and after June 1, 1993, upon the act or privilege of occupying or using publicly owned real or personal property within the city of Stanwood through a "leasehold interest," as defined by Chapter 82.29A RCW. The tax must be paid, collected, and remitted to the State Department of Revenue.

3.03.020 Tax rate.

- (1) The rate of tax imposed by SMC 3.03.010 is 4% of the taxable rent, as provided in RCW 82.29A.040.
- (2) With respect to a product lease, a credit of 33% of the tax produced by the above rate.

3.03.030 Agreement.

The mayor is authorized to execute a contract with the State Department of Revenue for the administration and collection of the tax imposed by RCW 3.03.010; provided, that the city attorney must first approve the form and content of said contract.

3.03.040 Adoption by reference.

The city hereby adopts by reference Chapter 82.29A RCW, Leasehold Excise Tax.

Chapter 3.04 Sales and Use Tax

i This is an integration of existing SMC Chapter 3.04, Sales and Use Tax, and existing SMC Chapter 3.06, Additional Sales and Use Tax.

i Note there are two sections with two different sales taxes in this chapter because the state law authorizes them in different ways.

3.04.010 Imposition of tax.

i Based on existing SMC 3.04.010.

(1) Per RCW 82.14.030(1), a sales or use tax is imposed upon every taxable event occurring within the city.

i Next line is based on existing SMC 3.04.020.

(2) The rate of tax imposed by this section is 0.005% of the selling price or value of the article used, as the case may be; except that during such period as there may be in effect a sales or use tax imposed by Snohomish County under RCW 82.14.030(1), the rate of tax imposed by this chapter is 0.00425%.

i Next line is based on existing SMC 3.04.050.

(3) The effective date of the tax imposed in this section is January 1, 1971.

3.04.020 Imposition of additional tax.

i This section is based on existing SMC 3.06.010-.020.

(1) Per RCW 82.14.030(2), an additional sales or use tax is imposed on every taxable event within the city.

i Next line is based on existing SMC 3.06.020.

(2) The rate of tax imposed by this section is 0.005% of the selling price or value of the article used, as the case may be; except that during such period as there may be in effect a sales or use tax imposed by Snohomish County under RCW 82.14.030(2) at a rate equal to or greater than the rate imposed by a city within the county, the county must receive 15% of the city tax; and in the event that the county imposes a sales and use tax under RCW 82.14.030(2) at a rate less than the rate imposed by a city within the county, the county must receive that amount of revenues from the city tax equal to 15% of the rate of tax imposed by the county.

i Next line is existing SMC 3.06.040.

(3) The effective date of the tax imposed in this section is July 1, 1982.

3.04.030 Administration.

i Based on existing SMC 3.04.030 and 3.06.030.

- (1) The tax is imposed upon and collected from those persons from whom the state sales or use tax is collected, pursuant to Chapters 82.08 and 82.12 RCW.
- (2) "Taxable event" has the meaning in RCW 82.14.020.
- (3) The administration and collection of the tax imposed by this chapter must be in accordance with the provisions of RCW 82.14.050, and the mayor is authorized and directed to execute on behalf of the city contracts with the State Department of Revenue for such collection and administration of the tax.

3.04.040 Inspection of records.

i Based on existing SMC 3.04.040.

The city consents to the inspection of such records as are necessary to qualify the city for inspection of records of the Department of Revenue, pursuant to RCW 82.32.330.

Chapter 3.05 Sales and Use Tax for the Transportation Benefit Fund

i This is a new chapter to codify the TBD sales tax approved by the voters in the 2022 election.

3.05.010 Imposition of tax.

Per RCW Chapter 36.73 and RCW 82.14.0455, a sales and use tax in the amount of two-tenths of one percent, having been approved for renewal by the voters of the City of Stanwood Transportation Benefit District in the November 8, 2022, general election, is levied to be collected from all taxable retail sales within the Transportation Benefit District established by SMC Chapter 3.40.

3.05.020 Deposit of proceeds.

Proceeds from the tax established by this chapter must be deposited and expended per SMC 3.05.108.

3.05.030 Expiration and renewal.

Per RCW 82.14.0455, the tax imposed by this chapter expires after a period of 10 years unless renewed with an affirmative vote of the voters voting at an election.

Chapter 3.06 Sales and Use Tax for Affordable Housing

i This is a recodification of existing SMC Chapter 3.50, adopted in 2020, to place all tax-related chapters together.

3.06.010 Purpose of tax.

i Existing SMC 3.50.010.

The Washington State Legislature recognizes that local governments have been faced with a rising level of homelessness and limited affordable housing. To help address the state housing affordability crisis, the legislature provided to counties and cities the authority to implement a local sales tax to fund affordable or supportive housing.

3.06.015 Imposition of sales and use tax for affordable housing.

i Existing SMC 3.50.015.

- (1) There is imposed a sales and use tax as authorized by RCW 82.14.540 upon every taxable event, as defined in Chapter 82.14 RCW, occurring within the city of Stanwood.
- (2) The tax is imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW.
- (3) The rate of the tax imposed by this chapter is the maximum capacity of the sales and use tax (0.0073 percent authorized by RCW 82.14.540) of the selling price or value of the article used.
- (4) The tax imposed under this chapter must be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 or 82.12 RCW. The Department of Revenue will perform the collection of such taxes on behalf of the city at no cost.
- (5) The Department of Revenue will calculate the maximum amount of tax distributions for the city of Stanwood based on the taxable retail sales in the city, and the tax imposed under this chapter will cease to be distributed to the city for the remainder of any state fiscal year in which the amount of tax exceeds the maximum amount of tax distributions for the city as properly calculated by the Department of Revenue. Distributions to the city of Stanwood that have ceased during a state fiscal year must resume at the beginning of the next state fiscal year.

3.06.020 Applicability of tax.

i Existing SMC 3.50.020.

- (1) The city may use the moneys collected by the tax imposed under this chapter for the following purposes:
 - (a) Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or
 - (b) Providing the operations and maintenance costs of new units of affordable or supportive housing; or
 - (c) Providing rental assistance to tenants.
- (2) The housing and services provided under this chapter may only be provided to persons whose income is at or below 60 percent of the median income of the city.

3.06.025 Administration and collection.

i Existing SMC 3.50.025.

The administration and collection of the tax imposed by this chapter must be in accordance with the provisions of RCW 82.14.540. The mayor, with approval of the city council, is hereby authorized to and directed to execute and sign contracts with the Washington State Department of Revenue that may be necessary to provide for the administration or collection of the tax.

3.06.030 Duration of tax.

i Existing SMC 3.50.030.

- (1) The tax imposed by the city under this chapter will expire 20 years after the date on which the tax is first imposed.
- (2) The finance director must provide notice to the city council and the mayor of the expiration date of the tax each year, beginning three years before the expiration date, and must also promptly notify the city council and the mayor of any changes to the expiration date.
- (3) The finance director must report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under this chapter.

3.06.040 Deposit of proceeds.

i This is a new section.

Proceeds from the tax established by this chapter must be accounted for separately to ensure compliance with RCW 82.14.540.

Chapter 3.07 Brokered Natural Gas Use Tax

i No changes to this existing chapter.

3.07.010 Adoption by reference.

RCW 82.14.230 providing for imposition and collection of a use tax on brokered natural gas is hereby adopted as if set forth in full.

3.07.020 Rate.

There is hereby imposed a use tax in the amount of 6% upon brokered natural gas to be paid by the consumer under the provisions of RCW 82.14.230.

Chapter 3.08 Real Estate Excise Tax (REET)

- i** This chapter has been renamed from "Real Estate Sales Excise Tax" to conform to the language used in the RCW and common parlance.
- i** No major changes to this existing chapter except that the enumeration of the allowed uses has been deleted and a reference inserted to the statutorily allowed purposes, which change from time to time.
- i** Deleted 3.08.080 regarding deposit of revenue.

3.08.010 Imposition of tax—REET 1

- i** Based on existing SMC 3.08.010.

- (1) Per RCW 82.46.010, an excise tax of one-quarter of one percent of the selling price is imposed on each sale of real property within the corporate limits of the city of Stanwood.

- i** The following subsections are based on existing SMC 3.08.080.

- (2) Proceeds of taxes imposed in this section must be deposited per SMC 3.34.120 and used by the city as authorized by RCW 82.46.010.
- (3) This section does not limit the existing authority of this city to impose special assessments on property specially benefited thereby in the manner prescribed by law.

3.08.015 Imposition of tax—REET 2

- i** Based on existing SMC 3.08.015.

- (1) Per RCW 82.46.035, an additional excise tax of one-quarter of one percent of the selling price is imposed on each sale of real property within the corporate limits of the city of Stanwood.
- (2) This tax is in addition to the tax imposed by SMC 3.08.010.

- i** Based on existing SMC 3.08.080.

- (3) Proceeds of taxes imposed in this section must be deposited per SMC 3.34.121 and expended as authorized by RCW 82.46.035.

3.08.020 Taxable events.

- i** Existing SMC 3.08.020.

Taxes imposed in this chapter must be collected from persons who are taxable by the state under Chapter 82.45 RCW and Chapter 458-61 WAC upon the occurrence of any taxable event within the corporate limits of the city.

3.08.030 Consistency with state tax.

i Existing SMC 3.08.030

The taxes imposed in this chapter must comply with all applicable rules, regulation, laws, and court decisions regarding real estate excise taxes as imposed by the state under Chapter 82.45 RCW and Chapter 458-61 WAC. The provisions of those chapters, to the extent they are not inconsistent with this chapter, apply as though fully set forth in this chapter.

3.08.040 Disbursal of tax proceeds.

i Existing SMC 3.08.040.

The Snohomish County treasurer must deposit one percent of the proceeds of the excise tax collected, pursuant to SMC 3.08.010, into the Snohomish County current expense fund to defray the costs of collection. No such deduction may be made from the proceeds of the excise tax collected pursuant to SMC 3.08.015.

3.08.050 Seller's obligation.

i Existing SMC 3.08.050.

The taxes imposed in this chapter are the obligation of the seller and may be enforced through the action of debt against the seller or in the manner prescribed for the foreclosure of mortgages.

3.08.060 Lien provisions.

i Existing SMC 3.08.060.

The taxes imposed in this chapter and any interest or penalties thereon are the specific lien upon each piece of real property sold from the time of sale or until the tax is paid, which lien may be enforced in the manner prescribed for the foreclosure of mortgages. Resort to one course of enforcement is not an election not to pursue the other.

3.08.070 Notation of payment.

i Existing SMC 3.08.070.

The taxes imposed in this chapter must be paid to and collected by the treasurer of the county within which is located the real property which was sold. The county treasurer must act as agent for the city within the county imposing the tax. The county treasurer must cause a stamp evidencing satisfaction of the lien to be affixed to the instrument of sale or conveyance prior to its recording or to the real estate excise tax affidavit in the case of used mobile home sales. A receipt issued by the county treasurer for the payment of the tax imposed in this chapter is evidence of the satisfaction of the lien imposed in SMC 3.08.060 and may be recorded in the manner prescribed for recording satisfactions or mortgages. No instrument of sale or conveyance evidencing a sale subject to the tax may be accepted by the county auditor for filing or recording until the tax is paid and the stamp affixed thereto; in case the tax is not due on the transfer, the instrument may not be accepted until suitable notation of this fact is made on the instrument by the county treasurer.

3.08.085 Date payable.

i Existing SMC 3.08.085.

The taxes imposed in this chapter become due and payable immediately at the time of sale and, if not so paid within 30 days thereafter, bear interest at the rate of 1% per month from the time of sale until the date of payment.

Chapter 3.09 Lodging Tax

i This chapter is based on existing SMC Chapter 3.36. It has been moved here to number all tax chapters together.

i Note that the Lodging Tax Advisory Committee has been reorganized by prior ordinance into SMC Chapter 2.14.

3.09.010 Imposition of lodging tax.

i Based on existing SMC 3.36.010.

- (1) There is hereby created a special excise tax of two percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapters 67.28 and 82.08 RCW. This tax is assessed pursuant to the terms of RCW 67.28.180.
- (2) The tax imposed under this section applies to the sale of or charge made for the furnishing of lodging by a hotel, motel, rooming house, tourist court, or trailer camp, and the granting of any similar license to use real property as distinguished from the renting or leasing of real property. The tax imposed under this section applies to "short-term rentals" as defined in RCW 64.37.010.
- (3) It is presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same.

3.09.030 Definitions.

i Based on existing SMC 3.36.030.

The definitions in RCW 82.08.010 are adopted and apply throughout this chapter unless the context clearly requires otherwise.

3.09.040 Tax deemed in addition to license fee or other taxes.

i Based on existing SMC 3.36.040.

The taxes levied by this chapter are in addition to any license fee or any tax imposed or levied under any law or any other ordinance of the city; however, pursuant to Chapter 67.28 RCW, such tax must be deducted from the amount of tax the seller would otherwise be required to collect and to pay to the State Tax Commission under the provisions of Chapter 82.08 RCW.

3.09.050 Deposit of proceeds—Use of funds.

i Based on existing SMC 3.36.040.

Proceeds from the taxes levied by this chapter must be deposited per SMC 3.34.115 and may be used solely for the uses authorized by RCW Chapter 67.28 through the procedures described in that chapter and SMC Chapter 2.14.

3.09.060 Administration and collection.

i Existing SMC 3.36.060.

For the purpose of the taxes levied by this chapter:

- (1) The State Department of Revenue is designated as the agent of the city for the purpose of collection and administration;
- (2) The administrative provisions contained in RCW 82.08.050 through 82.08.070, and as contained in Chapter 82.32 RCW, apply with respect to the administration and collection by said department;
- (3) All rules and regulations adopted by the Department of Revenue for the administration of Chapter 82.08 RCW, are adopted;
- (4) The Department of Revenue is authorized to prescribe and utilize such special forms and procedures as the Department may deem necessary and appropriate.

Chapter 3.10 Gambling Tax

i No major changes to this existing chapter.

3.10.010 Definitions.

For the purposes of this chapter the terms used herein have the same meanings as defined in Chapter 9.46 RCW, as the same now exists or may hereafter be amended. Said definitions are hereby incorporated by reference.

3.10.020 Imposition of tax.

i Existing SMC 3.10.020.

- (1) There is hereby levied pursuant to RCW 9.46.110 upon all persons, corporations, associations, and organizations authorized to conduct or operate any gambling activity or amusement game within the city, as provided herein, taxes as follows:
 - (a) Bingo and/or Raffles. These activities are taxed at a rate of 5% of the gross receipts received therefrom, less the amount paid for as prizes.
 - (b) Amusement Games. These activities are taxed at a rate of 2% of the gross revenue therefrom less the amount paid for as prizes.
 - (c) Punchboards and/or Pulltabs. These activities are taxed:
 - (i) To bona fide charitable or nonprofit organizations at a rate of 5% of gross receipts less prizes;

- (ii) To commercial stimulant operators at a rate of 5% of gross receipts.
- (d) Social Card Games and/or Any Other Gambling Activity. These activities are taxed at a rate of 5% of the gross receipts therefrom to the extent provided in subsections (2) and (3) of this section.
- (2) Provided, that no tax may be imposed on bingo, or amusement games when such activities are conducted by any bona fide charitable or nonprofit organization, which organization has no paid operating or management personnel, and has gross income from bingo, or amusement games, or any combination thereof, not exceeding \$5,000 per year, less the amount paid for as prizes. No tax may be imposed on the first \$10,000 of net proceeds from raffles conducted by any bona fide charitable or nonprofit organization.
- (3) Provided further, that the tax provided for in subsection (1)(d) of this section applies solely to those social card games and/or any other gambling activity, including fund-raising events conducted, held or operated as a commercial stimulant as defined in Chapter 9.46 RCW. Specifically, such tax applies only to such activities conducted in a “public card room” as defined in WAC 230-02-410.

3.10.030 Administration – Collection.

i Based on existing SMC 3.10.030.

The city treasurer must administer and collect the tax levied by this chapter pursuant to rules and regulations as may be adopted by the State Gambling Commission.

3.10.040 Payments – Late penalties and liens.

i Based on existing SMC 3.10.040.

- (1) The tax imposed by this chapter is due and payable in quarterly installments, and remittance therefor must accompany each return and be made on or before the 30th day of the month next succeeding the quarterly period in which the tax accrued.
- (2) For each payment due, if such payment is not made by the due date thereof, a penalty is added as follows:
 - (a) First to 17 days delinquency, 10 percent of payment due;
 - (b) More than 17 days delinquency, 15 percent of payment due;
 - (c) A copy of all forms submitted to the state must be submitted with the payment to the city.
- (3) Taxes imposed under this chapter become a lien upon personal and real property used in the gambling activity in the same manner as provided for under RCW 84.60.010. The lien attaches on the date the tax becomes due and relates back and have priority against real and personal property to the same extent as ad valorem taxes.

3.10.050 Disposition of proceeds.

i Based on existing SMC 3.10.050.

- (1) All taxes received under this chapter must be deposited in the current expense fund. Moneys deposited in such fund as a result of the tax imposed by this chapter may be used by the police department for the policing and enforcement of state statutes and city ordinances relating to the control of gambling and such criminal activities as may be incidental to gambling, including vice and drug controls.

(2) For purposes of this chapter, the reasonable and necessary expenses of the city treasurer in administering and providing audit services pursuant hereto are legitimate charges against the gambling tax since such expenses are recognized as being vital to the enforcement of this chapter.

3.10.060 City treasurer's authority.

i Based on existing SMC 3.10.050. Updated to treasurer, rather than clerk-treasurer.

The city treasurer must:

- (1) Adopt, publish and enforce such rules and regulations consistent with this chapter as are necessary to enable the collection of the tax imposed by this chapter in the unincorporated areas of Snohomish County;
- (2) Prescribe and issue the appropriate forms for determination and declaration of the amount of tax to be paid.

3.10.070 Access to records.

i Existing SMC 3.10.050.

It is the responsibility of all officers, directors and managers of any organization conducting gambling activities to provide access to such financial records as the city treasurer, chief of police, city attorney, their authorized representatives, or law enforcement representatives of local municipalities may require in order to determine compliance with this chapter.

3.10.090 Violation – Penalty.

i Based on existing SMC 3.10.090.

i Updated to reflect adoption of SMC Title 13.

Violation of this chapter is a category 1 civil infraction and may be enforced per SMC Title 13.

Chapter 3.11 Utility Tax

i This is a new chapter for Title 3, based on existing SMC Chapter 5.01, which is being repealed by simultaneous adoption of an ordinance re-adopting the entirety of Title 5.

i References to clerk-treasurer have been collected to treasurer.

i Gender-specific pronouns have been removed.

3.11.010 Generally.

i Based on existing SMC 5.01.010.

There are levied and must be collected utility taxes against the persons on account of the business activities, and in the amounts to be determined by the application of the rates against gross income, as set forth in this chapter.

3.11.020 Definitions.

i Based on existing SMC 5.01.020. “Person” is defined in SMC 1.04.020 so excluded here.

The following definitions apply to the terms when used in this chapter:

“Gross revenue” means revenues received by a utility or business from operations or sales within the city less net uncollectibles.

Gross revenue of natural, artificial, or mixed gas and electric utilities includes revenues from the use, rental, or lease of operating facilities of the utility other than residential-type space and water heating equipment. Gross revenues do not include charges which are passed onto the subscribers by a utility pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed by this chapter.

Gross revenue of telephone utilities includes 100% of the toll service fees from calls originating in or billed to subscribers within the city of Stanwood including revenue from providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication or transmission system, including transmission of communication for cellular telephones or other wireless phone service. Per the federal Internet Tax Freedom Act, gross revenue of telephone utilities does not include revenue from internet access.

Gross revenue of cable television utilities includes revenues from the one-way transmission of video programming and associated nonvideo signals to subscribers which is provided in connection with video programming. Per the federal Internet Tax Freedom Act, gross revenue of cable television utilities does not include revenue from internet access.

“Taxpayer” means any person liable for taxes imposed by this chapter.

3.11.030 Businesses and utilities subject to utility tax – Amount.

i Based on existing 5.01.040.

Utility taxes are hereby levied and must be collected on account of business activities in amounts determined by the nature of the business activities, and by the application of rates against gross income, as follows:

- (1) Electric. Upon every person engaged in or carrying on the business of selling or furnishing electric light and power within the city of Stanwood, a tax equal to 6% of the total gross revenue from such business during the tax-reporting period;
- (2) Gas. Upon every person engaged in or carrying on a business of selling or furnishing gas within the city of Stanwood, a tax equal to 6% of the total gross revenue from such business in the city during the tax-reporting period;
- (3) Telephone. Upon every person engaged in or carrying on a telephone business within the city of Stanwood, a tax equal to 6% of the total gross revenue from such business during the tax-reporting period;
- (4) Water. Upon every business in the city engaged in selling or furnishing water including for resale or distribution outside of the city, to be levied upon customers of such business:
 - (a) A city tax equal to 10.7% of the total gross revenue from such business during the tax-reporting period;
 - (b) A state public utility tax at the rate established by RCW 82.16.020, as amended.
- (5) Sanitary Sewer. Upon every business in the city engaged in furnishing sanitary sewer services within the city of Stanwood, to be levied upon customers of such business:

- (a) A city tax equal to 6% of the gross revenue from such business during the tax-reporting period;
 - (b) A state public utility tax equal to the amount of the public utility tax on sewerage collection incurred by the city under RCW 82.16.020, to be revised annually based on actual preceding year costs and the rate in said section; and
 - (c) The business and occupation tax on the amount of sewer service costs that are not related to sewerage collection, to be revised annually based on actual costs, according to the guidance provided by WAC 458-20-251.
- (6) Drainage. Upon every business engaged in providing drainage services within the city of Stanwood, to be levied upon customers of such business:
- (a) A city tax equal to 6% of the gross revenue from such business during the tax-reporting period;
 - (b) A state business and occupation tax at the rate established by RCW 82.04.290, as said rate adjusts, said rate currently being equal to 1.5% percent of the total gross revenues.
- (7) Garbage. Upon every person engaged in or carrying on the business of collection of garbage or solid waste within the city of Stanwood, a tax of 6% of the gross revenue from such business during the tax-reporting period;
- (8) Cable Television. Upon every person engaged in or carrying on a cable television business within the city of Stanwood, a tax equal to 3% of the gross revenue from such business in the city during the tax-reporting period.

3.11.040 Exemptions and deductions.

i Based on existing 5.01.050.

- (1) The following amounts are exempt and deducted from the total gross income upon which the tax is computed:
- (a) income derived from transactions in interstate or foreign commerce;
 - (b) income derived from business done for the government of the United States, its officers, or agents;
 - (c) any amount paid by the taxpayer to the United States, the state, or the city, as excise taxes levied or imposed upon the sale or distribution of property or services;
 - (d) bad debts for services incurred, rendered or charged for during the tax-reporting period.
- (2) Debts are deemed bad and uncollectible when they have been written off the books of the taxpayer.

3.11.050 Reporting period and payment provisions.

i Based on existing 5.01.030.

- (1) Utility taxes are due at the end of each monthly tax-reporting period. However, the city treasurer may, in the interest of economy of administration, set quarterly tax-reporting periods for individual taxpayers.
- (2) Remittance of utility taxes imposed by this section must be made to the city treasurer on or before the 25th day of the month next succeeding the end of the tax-reporting period.

3.11.060 Sale or transfer of business.

i Based on existing 5.01.060.

Upon the sale or transfer during any tax year of a business subject to the utility tax, if the tax has not been paid in full for the year, the purchaser or transferee is responsible for payment for that portion of the year during which the transferee carries on such business.

3.11.070 Taxpayer to keep books and records – Returns to be confidential.

i Based on existing 5.01.070.

- (1) Each taxpayer taxed upon his gross income must keep and enter in a proper book or set of books or records an accurate accounting of his gross income.
- (2) The accounting must always be open to the inspection of the city treasurer to verify the return made by the taxpayer.
- (3) The applications, statements or returns made to the city treasurer, pursuant to this chapter, may not be made public, nor may they be subject to inspection of any person except the mayor, city attorney, the city treasurer or his authorized agent, and members of the city council.

3.11.080 Right to audit.

i Based on existing 5.01.080.

- (1) If a taxpayer fails to make a return, or if the city treasurer is dissatisfied as to the correctness of the statements made in the application or return of any taxpayer, the taxpayer must provide an accounting.
- (2) If the taxpayer fails to provide such an accounting, the city treasurer may conduct audit procedures, at the expense of the taxpayer, as necessary to establish or account for the taxable revenue.

3.11.090 Overpayment or underpayment of tax.

i Based on existing 5.01.090.

- (1) If the city treasurer finds that the tax paid is more than the amount required of a taxpayer, the city treasurer must refund the amount overpaid by a warrant upon the general fund.
- (2) If the city treasurer finds that the tax paid is less than required of a taxpayer, the city treasurer must send a statement to the taxpayer showing the balance due, and such taxpayer must pay the amount shown thereon within 10 days after notification.

3.11.100 Late payment penalties.

i Based on existing 5.01.100; substantially simplified.

All taxes due under this chapter that are not paid within 15 days of the due date specified in SMC 3.11.050 incur a late payment penalty equal to 5% of the tax.

3.11.110 City treasurer may make rules.

i Based on existing 5.01.110.

i Changed rulemaking from mandatory to permissive; updated to website from posting in city hall.

- (1) The city treasurer may, from time to time, adopt and enforce rules and regulations not inconsistent with this chapter or with law for the purpose of carrying out the provisions thereof.
- (2) Rules promulgated pursuant to this section must be posted in city hall and published on the city website.
- (3) It is unlawful to violate or fail to comply with any such rule or regulation.

3.11.120 Violation – Penalty.

i Based on existing SMC 5.01.120, which made a violation a “Class B” infraction, which no longer exists post-adoption of the revised SMC Title 13.

- (1) A violation of the mandatory requirements of this chapter is a class 1 civil infraction and may be punished by any of the civil enforcement remedies under SMC Title 13.
- (2) Officers, directors, and managers of any organization conducting business activities are jointly and severally liable for payments required under this chapter.

Chapter 3.12 Local Improvements

i This chapter deletes the fees in existing SMC 3.12.320 and 330, which should instead be included in the City's consolidated fee schedule.

i Changed clerk-treasurer to treasurer. Almost no other changes.

3.12.010 Local improvements.

Local improvements may be performed under the provisions of RCW 35A.43.010 or 35A.43.020.

3.12.280 Segregated assessment – Determination – Collection.

The City treasurer is authorized to collect and receive from any owner or owners of any subdivision or subdivision of any lot, tract or parcel of land, upon which a LID assessment has been or may hereafter be made, such portion of the assessment or assessments levied or to be levied against such lot, tract or parcel of land in the payment of the local improvement as the city engineer must certify to the council and found by the council to be chargeable to such subdivision or subdivisions, in accordance with the requirements and provisions of law and ordinances of the city in force at the time the original charge or assessment was made, together with a similar proportion of any penalties, interest or costs which may have accrued.

3.12.290 Segregated assessment – Collection record, receipt required.

Upon making such collection upon any such subdivision, the treasurer is authorized to note such collection upon the assessment record, give receipt for such certified portion of the assessment as and for the assessment levied upon and due from the subdivision; provided that this section may not authorize segregation of any assessment which has been delinquent for a period of two years or more; or in any case where it appears that such property as segregated, in the discretion of the council, is not sufficient security for the payment of the assessment.

3.12.300 Segregated assessment – Street conformance required.

No segregation of any assessment on unplatted land, or large platted tracts, may be made until a showing has been made by the applicant for segregation that the proposed segregation of property will conform to the system of streets as they exist in adjacent territory. In all such instances, the council must determine such question of fact.

3.12.310 Segregated assessment – Certification.

Whenever on account of the filing of a plat or replat, or on account of a sale or contract to sell, or other proper evidence of a change of ownership of a divided portion of any lot, tract or parcel of land assessed for local improvements, it must appear to be in the best interest of the city to segregate such assessment, the council must make the proper certification as provided for herein upon the written application of the owner of the segregated property, and upon the payment of the fees provided in the city's consolidated fee schedule.

Chapter 3.20 Public Service Fees

i This chapter replaces existing SMC Chapter 3.30 , and the many sections therein, with new sections to support the City's now-existing Consolidated Fee Schedule. This chapter also integrates existing SMC Chapter 3.31, which has been largely subsumed by the Consolidated Fee Schedule.

3.20.010 Purpose

i Existing 3.31.010.

The city council finds that in order to avoid any person or particular class of persons being unduly benefited at public expense, and in order to equitably apportion certain administrative costs of the city, made necessary by reason of their employment by the citizens in their legitimate request for public services, it is reasonable and necessary to fix charges therefor, not as a means of revenue, but in order to defray a portion of the city's costs of such services to the taxpayer.

3.20.040 Consolidated Fee Schedule

- (1) The City Council has established a Consolidated Fee Schedule, to be adopted and amended by resolution of the City Council, to set the amount of fees to be charged for city services.
- (2) The city reserves the right to charge an amount in excess of the fees on the Consolidated Fee Schedule when the stated fees do not cover the city's costs.

3.20.060 Payment Processing Fees

i This section is based on existing SMC 3.30.020.

- (1) **Payment Methods.** The city is authorized to accept payments by credit and debit card for payment of city-imposed fees, fines, rates and charges. A payer desiring to pay by one of these methods may be required to bear the cost of processing the transaction in an amount to be determined by the finance department. Such determination must be based on the actual cost incurred by the city including handling, collection, discount, disbursing, and accounting for the transaction.
- (2) **Authorization to Set Limits.** The finance director or city administrator is authorized to approve the acceptance of credit cards or debit cards by a city department for the payment of city-imposed fees, fines, rates, and charges. No department may accept credit or debit cards without such approval. The finance

director is further authorized to establish appropriate internal control procedures and set any limitations concerning the acceptance of these alternative payment methods on participating departments.

- (3) Each fund authorized to use one of the alternative payment methods is responsible for the associated costs. The finance department will establish the accounting system to track associated costs with the use of the alternative payment methods and will charge the costs back to the accepting fund on a monthly basis.

3.20.080 Timely Payment

i Based on existing 3.31.030(1)-(4).

- (1) All permit fees and connection charges attributable by ordinance to any property or parcel are due and payable at time of issuance of the required use and occupancy permit.
- (2) Water services in excess of three-quarter-inch must pay a deposit equal to the minimum water service charge, with the balance owing due and payable upon completion of the water service work by the city.
- (3) Fees and connection charges for construction or occupancies that are outside the corporate limits of the city of Stanwood and are proposed for connection to city utilities must pay must fees at time of issuance of the utility connection permit.
- (4) No required permit may be issued without payment of all fees and charges due.

3.20.100 Refunds

i This section is based on existing SMC 3.31.030(5).

i Modified to clearly make the Finance Director authorized and responsible for refunds.

- (1) The Finance Director may refund a portion of fees and charges attributable to a property or parcel under the following conditions:

i Deleted "such fees and charges have been timely paid;"

- (a) the construction, occupancy, or development has not been commenced and the applicant has abandoned the proposal;
 - (b) the applicant has made the request for refund in writing to the Finance Director stating the reasons for the request and surrendered all permits and receipts applicable to the project.
- (2) Amount of refund.
 - (a) For permit application fees for which no permit has been issued, up to 50% of the permit fee may be refunded.
 - (b) For permit application fees for which a permit has been issued, no refund is allowed.
 - (c) For connection charges for which no work has been started or commenced and the project has been abandoned, up to the total amount of fees paid less a 10 percent administrative charge may be refunded.
 - (d) For connection charges upon which work has commenced, no refund is allowed.
- (3) Refunds may also be issued for impact fees, consistent with the procedures in SMC Chapter 3.24.

Chapter 3.24 Impact Fees

- i** This is a new chapter describing procedures and policies for assessment and payment of impact fees.
- i** Existing impact fees chapters are in Title 17. Because they are not development regulations (and because applicants do not vest to impact fees), we have moved that content here, consolidated duplicative procedural provisions, and integrated the following chapters into a new single chapter:

- 17.151 Impact Fees – Transportation
- 17.152 Impact Fees – Parks, Open Space and Recreational Facilities
- 17.153 Impact Fees – School Facilities
- 17.153A Impact Fees – Fire Facilities

3.24.010 Authority and Purpose

- i** The following is new material, to clearly indicate the four limited areas that impact fees are authorized in by state law.

- (1) RCW 82.02.050 authorizes the city to impose impact fees on development activity as part of the cost of financing the following capital facilities owned or operated by government entities:
 - (a) public streets and roads;
 - (b) parks, open space, and recreation facilities;
 - (c) school facilities; and
 - (d) fire protection facilities.

- i** This section is existing SMC 17.151.010.

- (2) This chapter is intended to accomplish the following purposes:
 - (a) To ensure that adequate facilities are available to serve new growth and development;
 - (b) To promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and
 - (c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

3.24.020 Findings

- i** This section is existing SMC 17.151.020 and 17.152.020 and 17.153.010, de-duplicated.

The city council finds and declares that:

- (1) New residential and nonresidential development causes increased demands on public roads, streets and other transportation facilities, as well as on parks, open space, and recreational facilities;
- (2) To the extent that new development places demands on the public facility infrastructure, those demands should be partially financed by shifting a proportionate share of the cost of such new facilities from the public at large to the developments actually creating the demand; and

- (3) The imposition of impact fees upon residential and nonresidential development in order to finance specified public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the city and its residents, is equitable, does not impose an unfair burden on such development by forcing developers and builders to pay more than their fair or proportionate share of the cost and is reasonably necessary to provide the necessary public facility infrastructure to serve new development as planned for in the city Comprehensive Plan and the city capital facilities plan;
- (4) It is the desire of the city to have new development assessed impact fees in a uniform manner and to have a common formula and administrative process for the levying of this fee to the maximum degree possible.

3.24.030 Definitions

i Based on existing SMC 17.151.030 and 17.152.030 and 17.153.020, de-duplicated. Removed paragraph numbers. Substituted incorporated definitions from statute. New term "applicant." Deleted "Development approval authority," which was never used.

(1) The definitions in RCW 82.02.090 are incorporated by reference.

(2) As used in this chapter:

"Applicant" means the person applying for a building permit or other permit that requires calculation of an impact fee.

"Building permit" means the permit required for new construction and additions pursuant to SMC Title 14. The term "building permit" as used herein may not be deemed to include permits required for the remodeling, rehabilitation, or other improvement to an existing structure, or rebuilding a damaged or destroyed structure; provided there is no increase in the applicable unit of measure for nonresidential construction or the number of dwelling units for residential construction.

"Capital facilities plan" means the capital facilities element of the Stanwood Comprehensive Plan. Any reference to the capital facilities plan includes the city of Stanwood's six-year capital improvement program adopted as an amendment to the Comprehensive Plan by the city council.

"Department" means the community development department of the city.

"Director" means the City of Stanwood director of community development.

i The following is based on existing SMC Chapter 17.153.020 Definitions. Deleted "Concurrent" or the "concurrency standard," "service area," "state match percentage" which were not used; and "system improvements" which was not different from the definition in RCW 82.02.090; deleted "student generation rate (SGR)" as a separately defined term from the term "student factor," as SGR was not used. Replaced "district" with "school district" in all relevant cases.

(3) With respect to the school component of the impact fee, the following definitions apply:

"Capacity" means the number of students a school site and its school building are designed to accommodate.

"Capital facilities plan" means the capital facilities plan prepared by or for the school district and adopted by reference into the capital facilities element of the city of Stanwood Comprehensive Plan.

"Development" means all subdivisions, short subdivisions, conditional use permits, or building permits for construction of new residential dwelling units. This definition does not include attached or detached accessory dwelling units or "housing for older persons" as defined in Title 46 U.S.C.

"School district" means the Stanwood-Camano School District No. 401.

“Student factor” means the student generation rate (SGR), i.e., the number of students of each grade span (elementary, middle/junior high, high school) that the school district determines is typically generated by dwelling unit types within the school district.

3.24.040 Applicability and imposition of impact fees.

i The following is based on existing SMC 17.151.040 and 17.152.040, deduplicated.

- (1) An impact fee is imposed upon all new development activity within the city.
- (2) The impact fee consists of four components: fire, parks, schools, and transportation.
- (3) Each of the impact fee components must be calculated according to the provisions of this chapter.

i The following is based on unnumbered text within existing SMC 17.151.055.

- (4) It is hereby declared that such impact fees must:
 - (a) Only be imposed for system improvements that are reasonably related to new development; and
 - (b) Not exceed a proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, reasonably related to new development; and
 - (c) Be used for system improvements that will reasonably benefit new development; and
 - (d) Not be imposed to make up for deficiencies in any previously constructed system improvements, although may be imposed based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees.

3.24.050 Capital Facilities Plan

- (1) The City's schedule of impact fees is calculated based on the projects and projections in the city's capital facilities plan.

i Based on portions of existing SMC 17.151.060 and made applicable to all components of the impact fee.

- (2) The city must bi-annually review the city's capital facilities plan and projects included in the adopted six-year capital improvement program, and must:
 - (a) Identify each project in the Comprehensive Plan that is growth-related and the proportion of each such project that is growth-related;
 - (b) Forecast the total monies available from taxes and other public sources for street improvements over the next six years;
 - (c) Calculate the amount of impact fees already collected; and
 - (d) Identify those Comprehensive Plan projects that have been or are being built but whose performance capacity has not been fully utilized.
- (3) The following information must be considered in updating the capital improvement program:
 - (a) The projects in the Comprehensive Plan that are growth related and that should be funded with forecasted public monies and the impact fees already paid;
 - (b) The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and

- (c) An update of the estimated costs of the projects listed.
- (4) After the city council amends the capital improvement program, it may by resolution establish new impact fees.
- (5) Once a growth-related project is placed on the capital improvement program, a fee must be imposed on every development that impacts the project until the project is removed from the list by one of the following means:
 - (a) The project may be administratively removed by the community development director from the impact fee calculation after it is constructed; or
 - (b) The council by ordinance may remove the project from the capital improvement program, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the traffic impacts of development that have paid an impact fee; provided, that a refund is not necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same traffic impacts.

3.24.060 Expenditure—Timing.

i Based on existing SMC 17.151.140 and 17.152.140, de-duplicated.

- (1) Impact fees for system developments may be expended only in conformance with the capital facilities plan.
- (2) Per RCW 82.02.070, impact fees must be expended or encumbered within the greater of:
 - (a) 10 years of collection; or
 - (b) Such greater time as may be established in written findings documenting extraordinary or compelling reasons for extension beyond 10 years by the city council and the governing body of any district responsible for expenditure of the impact fees.

3.24.070 Accounting—Reporting.

i Based on existing SMC 17.151.130 and 17.152.130 and 17.153.100(1) and (2), de-duplicated.

i Changed where impact fee revenues are deposited, so that each type of impact fee is deposited into its own special revenue fund, as provided in the Funds chapter.

- (1) All impact fee revenue must be deposited into funds for each type of impact fee as provided in SMC Chapter 3.34.
- (2) All interest must be retained in each fund and expended for the purposes for which the impact fees were imposed.
- (3) The city treasurer must provide an annual report on the impact fee funds showing the source and amount of the moneys collected, earned, or received and system improvements that were financed in whole or in part by impact fees.

3.24.080 Administration of School Impact Fees

i This section based on existing SMC 17.153.050 regarding an interlocal agreement providing for accounts for expenditure of fees.

- (1) The school district and the city must, by interlocal agreement, provide for the establishment and maintenance of separate accounts by the city finance director and for the expenditure of fees by the school district in a timely fashion on appropriate capital projects as required by Chapter 82.02 RCW.
- (2) The agreement must:
 - (a) provide for the keeping of records for each such account whereby collected impact fees can be segregated by type of facility.
 - (b) specify the fees the city will charge the school district for the collection of the fees authorized in this chapter.
 - (c) provide for the transfer of collected fees from the city to the school district.

i Next line is based on existing SMC 17.153.110(1)(b).

- (d) require that if impact fee funds are not encumbered, the school district must notify the city, so that the city may timely notify potential refund claimants.

i Next line is based on existing SMC 17.153.110(2).

- (e) detail a refund process, as required by Chapter 82.02 RCW.

i The following is existing SMC 17.153.030, with the removal of sections that are about concurrency compliance, not impact fees.

- (3) Notwithstanding any other provision of this chapter, in the event of any of the following, the city will not impose a school impact fee where:
 - (a) The school district does not timely provide an updated capital facilities plan to the city for adoption as an element of the city's Comprehensive Plan; or
 - (b) The capital facilities plan of the school district does not satisfy the required ordinance or statutory criteria for imposition of a school impact fee; or
 - (c) The capital facilities plan prepared by the school district results in the calculation of the fee at \$0.
- (4) Provided, however, in no event will any of the events referenced in subsections (3)(a) through (c) of this section be construed as a repeal or waiver of the city's authority to impose school impact fees generally and the occurrence of any of these referenced conditions will act solely as a suspension of the imposition of the impact fees until the issue(s) in subsections (3)(a) through (c) of this section are cured. Provided further, nothing contained herein may be construed as an intent to refund any school impact fee previously imposed and collected on behalf of the school district by the city.

3.24.100 Fee Calculation—Generally

i Based on existing SMC 17.151.090 and 17.152.080, deduplicated.

- (1) If the development for which approval is sought contains a mix of residential and nonresidential uses, then the impact fee must be separately calculated for each type of use.

- i** Existing subsections (2) and (3) assumedly refer to the same process so are combined into one subsection.
- i** The (existing) authority below should probably be vested in the planning director and offer an appeal process.

- (2) The Director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances peculiar to specific development activity to ensure that impact fees are imposed fairly. Upon application by the developer of any particular development activity, the Director may consider studies and data submitted by the developer and, if warranted, may adjust the amount of the impact fee. Such adjustment is warranted if:
- (a) The public facility improvements would not reasonably benefit the proposed development;
 - (b) The public facility improvements identified are not reasonably related to the proposed development;
 - (c) The formula set forth for calculating the impact fee does not accurately reflect the associated impacts generated by the development.

3.24.110 Fee Calculation—Fire Component

- i** This section is based on existing SMC 17.153A.020.

- (1) North County Regional Fire Authority (the "fire district") provides fire service to the city of Stanwood.
- (2) No fire impact fee is imposed on development permit applications at this time. If the North County Regional Fire Authority determines that there is a need for a fire impact fee, the following is required to impose a impact fee:
- (a) The fire district must adopt a six-year capital improvement plan identifying existing facilities and any deficiencies needing improvements to provide fire service to the city of Stanwood;
 - (b) The city and fire district must enter into an interlocal agreement on the imposition and processing of fire impact fees; and
 - (c) This chapter must be updated with the fire impact fee formula along with any associated management and procedural requirements.

3.24.120 Fee Calculation—Parks Component

- i** The following is based on existing SMC 17.152.060(unnumbered):

- (1) Applicability. The parks impact fee component is calculated based on the number and type of residential dwelling units permitted at the time of building permit issuance.

- i** The following is based on existing SMC 17.152.060(2):

- (2) Exemptions.
- (a) A credit must be provided for redevelopment sites or subdivisions for the number of residential units existing on the site prior to redevelopment.
 - (b) The reconstruction, remodeling, or replacement of existing buildings, structures, mobile homes, or manufactured homes, which does not result in any new units.
 - (c) Conversions of apartment complexes to condominium ownership where no new dwelling units are created.

i The following is based on existing SMC 17.152.050.

- (3) Establishment of service areas. The city hereby establishes as the service area for park impact fees all areas in which development may occur that would impact the city's park, open space and recreational system, including all property located within the corporate limits of the city as now existing or may be amended by annexation or any surrounding properties within the city's urban growth area that would normally use city park facilities.

i The following is based on existing SMC 17.152.060(1).

- (4) The formula in this section:
- (a) is used to calculate the fee schedule, which must be adopted by city council resolution.
 - (b) must be reviewed and revised periodically to reflect changes in development costs and the adopted capital improvement plan listed in the Comprehensive Plan.

i The following is existing SMC 17.152.070.

- (5) The parks impact fee component must be calculated using the following formula:

$$PIF = \frac{C \times S \times U \times A}{P}$$

- (6) In the formula above:
- (a) "PIF" means the parks and recreational facility component of the total development impact fee.
 - (b) "C" means the average cost per acre for land appraisal and acquisition plus an average development cost per acre for neighborhood and community parks as identified in the most recent six-year capital improvement plan. The construction cost per acre is then multiplied by the percent of projected new population growth as identified in the Comprehensive Plan. Such cost may be adjusted periodically, but not more often than once every year. Park development costs must be based on actual, recent comparable construction.
 - (c) "S" means the parks standard of two and one-half acres per 1,000 residents each for neighborhood parks and community parks for a total of five acres per 1,000 people as established in the city comprehensive park and recreational plan.
 - (d) "P" means 1,000 people.
 - (e) "U" means the average number of occupants per dwelling unit as provided by the Washington State Office of Financial Management for the city of Stanwood.
 - (f) "A" means an adjustment of rate portion of anticipated tax revenues resulting from a development that is proportional to system improvements contained in the capital plan facilities. The adjustment for park impacts is determined to be 40 percent, so that "A" equals 60 percent.

3.24.130 Fee Calculation—Schools Component

i Existing SMC 17.153.060. Deleted the ability for the city to discount impact fee by an arbitrary amount.

- (1) Separate fees must be calculated for single-family and multifamily types of dwelling units. For purposes of this chapter, manufactured housing must be treated as single-family dwellings and duplexes must be treated as multifamily dwellings.

- (2) The calculation of school impact fees must be based upon the school district's capital facilities plan, as approved by the city council and adopted by reference into the capital facilities element of the Stanwood Comprehensive Plan.
- (3) Establishment of service areas. The city hereby establishes as the service area for school impact fees the geographic area served within the school district boundaries, which includes the entire city limits.
- (4) The capital facilities plan must contain the following as a basis for the adoption of school impact fees to be collected by the city:
 - (a) Inventory of permanent and relocatable classroom facilities;
 - (b) Student enrollment projections over a six-year period;
 - (c) Facility needs and planned improvements over a six-year period;
 - (d) Six-year financing plan; and
 - (e) Methodology used for the calculation of the fees.
- (5) The proposed fee must be calculated based on the following factors as documented in the capital facilities plan:
 - (a) The costs of site acquisition;
 - (b) The costs of facility construction or improvements;
 - (c) The costs of needed portables;
 - (d) The proportionate share of the above costs attributable to new development;
 - (e) The costs of previously constructed facilities that serve new development; provided, that the fee is not used to make up for any existing system deficiencies not related to new growth; and
 - (f) Credits, or other revenues applied, such as user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement.

3.24.140 Fee Calculation—Transportation Component

i Based on existing SMC 17.151.055(1):

- (1) Applicability. The transportation impact fee component is based on average daily trips as computed in accordance with the most current edition of the Institute of Transportation Engineers' Trip Generation Manual as applied to the city's transportation element of the adopted Comprehensive Plan.

i Based on existing SMC 17.151.055(3):

- (2) Exemptions:
 - (a) For redevelopment of a site, a credit must be given for trips generated by the previous use on the site.

i Based on existing SMC 17.151.050:

- (3) Establishment of service areas. The city hereby establishes as the service area for traffic impact fees all areas in which development may occur that would impact the city's transportation system, including all property located within the corporate limits of the city as now existing or may be amended by annexation or any surrounding properties within the city's urban growth area that would normally use city transportation facilities.

i The following is based on existing SMC 17.151.055(2) and to make parallel with the Parks calculation section.

(4) The formula in this section:

- (a) is used to calculate the fee schedule, which must be adopted by city council resolution.
- (b) must be reviewed and revised periodically to reflect changes in development costs and the adopted capital improvement plan listed in the Comprehensive Plan.

i Based on existing SMC 17.151.060.

(5) The transportation impact fee component must be calculated using the following formula:

$$TIF = \left(\frac{\text{total cost of system improvements}}{\text{total new trips}} \right) \times 0.666$$

(6) In the formula above:

- (a) "TIF" means the transportation component of the total development impact fee.
- (b) "Total cost of system improvements" means the total projected cost to construct growth-related transportation projects contained in the adopted six-year capital improvement program as presented in the capital facilities element of the city's Comprehensive Plan, and may include system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements and to the extent not already funded, but may not include the costs to make up for any existing system deficiencies.
- (c) "Total new trips" means the total number of projected trips generated by new development as anticipated in the adopted future land use map (FLUM) for an adopted six-year capital improvement program period.

3.24.150 Fee Calculation—Credits.

i Based on existing SMC 17.151.055(4) and SMC 17.151.110 and SMC 17.152.100, deduplicated, as well as SMC 17.153.070. Changed "owner" to "applicant."

- (1) The applicant is entitled to a credit against the applicable impact fee component for the value of any dedication of land for, improvements to, or new construction of any system improvements to facilities that are identified in the capital facilities plan and that are required by the city as conditions of approval for the development.
 - (a) That portion of the open space network and related improvements used as a credit for required open space for a project is not eligible for this credit.
 - (b) The determination of "value" must be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.
 - (c) In the event the amount of any credit exceeds the amount of the impact fee due, the city is not required to reimburse the difference to the owner.

i Based on existing SMC 17.153.120 (characterizing SEPA mitigation fees as an "exception").

- (2) SEPA mitigation. An applicant required to pay a fee under RCW 43.21C.060 for system improvements to mitigate impacts must not be required to pay a impact fee under this chapter for those same system improvements.

i Based on existing SMC 17.151.160 and 17.152.160, deduplicated.

- (3) The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation that would require the developer to undertake dedication or construction of a facility contained within the city capital facilities plan may be imposed only if the developer is given a credit against impact fees as provided in this section.

3.24.160 Fee Calculation—Incentives and Discounts

i Some of the following sections originally applied only to the transportation component of the impact fee, but are here adjusted to apply to all components.

i The following is based on existing SMC 17.151.055(6).

- (1) Commercial Development. A "commercial use," as defined in SMC 17.20.040, is eligible for a 10% reduction in the impact fee.

i The following is based on existing SMC 17.151.055(7).

! Changed applicability from MB-I and MB-II zones to "downtown mixed-use corridor" in anticipation of zone name changes.

- (2) Reuse of Existing Structures in the MBI, MBII and future Downtown Mixed-Use Corridor". A commercial project in the main street zones (MBI, MBII and future Downtown Mixed-Use Corridor) that meets the criteria set forth below is exempt from the impact fee. This exemption does not apply to new buildings or to new projects that include demolition of the existing building and does not affect the imposition and collection of any other applicable city impact fees, hook-up fees, or application fees.
- (a) The project utilizes an existing building constructed prior to 1980 according to the Snohomish County assessor's database, and requires building permits for remodel, expansion, or improvement;
 - (b) The original structure must be intact before and after the improvements;
 - (c) The total building square footage of the project, following remodel, expansion or improvement, including any new additions and all buildings on the property, is less than 10,000 square feet;
 - (d) The valuation of work on the building must exceed 25% of the assessed value of the building according to the Snohomish County assessor's database; and
 - (e) The project must include improvement of any adjacent street frontage, including curb, gutter, sidewalks, and street trees to current code and standards, and must include a connecting walkway meeting ADA standards to the main entrance of the building. Any or a portion of these improvements may be waived or modified, if the community development director determines that existing conditions meet the current standards for these improvements.

i The following is based on existing SMC 17.151.055(8) and 17.152.060(3), deduplicated.

- (3) Historic Single-Family Lots. Development on individual single-family zoned lots and parcels created prior to the effective date of Chapter 58.17 RCW on July 1, 1969, are eligible for a 35% reduction in the impact fee. This incentive is limited to development of one single-family residence per lot or parcel existing prior to July 1, 1969.

i The following is based on existing SMC 17.151.055(9) and 17.152.060(4), deduplicated.

- (4) Low-Income Housing.

i Added requirement that form of covenant be acceptable to the City. The City should use its own template.

i Added definition in subsection (d) noting when the low-income credit is calculated.

- (a) The impact fee may be reduced by 80% if the developer records a covenant, in a form approved by the Director, that prohibits use of the property for any purpose other than for low-income housing.
- (b) At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, the property must be maintained for low-income housing for a minimum of ten years. After the minimum period, to convert the property to a use other than low-income housing, the property owner must pay the applicable impact fee in effect at the time of conversion.
- (c) The covenant must be recorded with the Snohomish County auditor or recording officer.
- (d) For purposes of this section, “low-income housing” means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income adjusted for family size in Snohomish County as reported by the United States Department of Housing and Urban Development.
 - (i) For home buyers the monthly housing expense shall be no greater than 30 percent of 80 percent of the median family income at the time of closing.
 - (ii) For renters the monthly housing expense shall be no greater than 30 percent of the 80 percent of the median family income at the time of lease signing, including lease renewals.

i The following is based on [HB 1337](#) (2023) section 4, which has not yet have been codified, but likely will be prior to adoption of this chapter. We'll want to fill in the reference once codified.

- (5) Accessory Dwelling Units.

- (a) Per RCW 36.70A.____, the impact fee on an accessory dwelling unit is limited to 50% of the impact fee that would be imposed on the principal unit.
- (b) For an accessory dwelling unit, the Director must calculate the impact fee components on the principal unit as if constructed at the time the impact fee is due for the ADU, and then discount those amounts by 50%.

3.24.200 Payment—Timing

- (1) Impact fees are calculated at the time the building permit is issued at the rates then in effect.
- (2) Applications do not vest to the impact fees in effect at the time of application.

i Based on existing SMC 17.151.100 and 17.152.090, de-duplicated, and deleted ability to pay impact fees at time of preliminary plat. The provisions of SMC 17.153.040(5), allowing for school impact fees to be paid at time of subdivision, are deleted.

(3) All impact fees must be paid prior to the issuance of a building permit except as provided in SMC 3.24.220.

3.24.220 Payment—Deferral

i Existing SMC 17.151.115 and SMC 17.152.110, de-duplicated.

- (1) Per RCW 82.02.050(3), the city hereby establishes a deferral system by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment to the time of final inspection.
- (2) The city will withhold certification of final inspection until the impact fees have been paid in full.
- (3) The term of an impact fee deferral under this section may not exceed 18 months from the date of building permit issuance. If impact fees are not paid by the end of the 18 months, then city must withhold future inspection until such time impact fees are paid in full.
- (4) The community development department must allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment or prior to final inspection for deferment under subsection (1) of this section, the applicant:
 - (a) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and
 - (b) With regard to deferred payment under subsection (1) of this section, records a lien for impact fees against the property in favor of the city in the total amount of all deferred impact fees for the development. The lien for impact fees must:
 - (i) Be in a form approved by the city attorney;
 - (ii) Include the legal description, tax account number and address of the property;
 - (iii) Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
 - (iv) Be binding on all successors in title after the recordation; and
 - (v) Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
- (5) In the event that the impact fees are not paid in accordance with subsection (1) of this section, the city must institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW, except as revised herein. In addition to any unpaid impact fees, the city is entitled to interest on the unpaid impact fees at the rate provided for in RCW 19.52.020 and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the city must give not less than 30 days' written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property and to the site address via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the impact fees are paid in full to the city within the 30-day notice period, no attorney fees, costs, or interest will be owed.

- (6) In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (5) of this section, the city may initiate any other action(s) legally available to collect such impact fees.
- (7) Upon receipt of final payment of all deferred impact fees for the development, the department must execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, is responsible for recording each lien release.
- (8) Compliance with the requirements of the deferral option constitutes compliance with the conditions pertaining to the timing of payment of the impact fees.

3.24.240 Payment—Under Protest.

i Based on existing SMC 17.153.090.

- (1) An applicant may pay impact fees under protest.
- (2) If the fee is protested:
 - (a) The city may issue the relevant permit, but must make final resolution of the protest a condition of the permit.
 - (b) Final occupancy of structures within the development must not be approved until the protest is resolved, unless waived by the Director.
 - (c) The applicant may appeal the impact fee determination per SMC 3.24.300.
 - (d) Arbitration may be utilized if agreeable to the city and the applicant. Any costs related to arbitration must be distributed evenly between the city and the applicant.

3.24.300 Appeals

i Based on existing SMC 17.151.120 and 17.152.120 and 17.153.080, de-duplicated.

- (1) Any person aggrieved by the amount of the impact fee calculated and imposed upon a particular development permit application may appeal such determination to the hearing examiner by filing written notice of appeal with the Director within 20 days of the issuance of the determination of the impact fee.
- (2) Pending completion of the appeal process as set forth herein, no building permits may be issued for any development activity for which the impact fees about which appeal is being sought were imposed.
- (3) Such appeal to the hearing examiner must be conducted in accord with Chapter 17.80 SMC, Permit Review Procedures.

3.24.400 Refunds.

i Based on existing SMC 17.151.150 and 17.152.150 and 17.153.110, de-duplicated.

i Incorporated existing SMC 17.153.100(4) requiring documentation by the school board (or fire district).

- (1) Per RCW 82.02.080, the current owner of property on which an impact fee has been paid may receive a refund of such fee if the fees are not expended or encumbered consistent with the requirements of SMC 3.24.400.
- (2) In determining whether impact fees have been encumbered, impact fees must be considered encumbered on a first-in, first-out basis.

- (3) The holder of a development permit may request and must receive a refund, including interest earned on the impact fees, when the building permit for which the impact fee has been paid has lapsed for noncommencement of construction. A partial refund must be provided where the project for which a building permit has been issued has been altered, resulting in a decrease in the amount of the impact fee due.
- (4) The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such 10-year period has been insufficient to satisfy the ratio of public to private funding for such service area as established in the capital facilities plan. The city must notify potential claimants by first-class mail at the last known address of each claimant.
- (5) The request for a refund must be submitted to the city treasurer in writing within one year of the date the right to claim a refund arises or within one year of the date notice is given, whichever is later. Any impact fees that are not expended within these time limitations and for which no application for refund has been made as herein provided must be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection must include any interest earned on the impact fees.
- (6) A developer may request and must receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted.

Chapter 3.30 Fiscal Policy

i Although there's not much in it now, this chapter is retained in the organizational scheme as a location where the City Council could in the future adopt other financial policies by ordinance.

3.30.010 Consolidated Financial Management Policy

The City Council has established a Consolidated Financial Management Policy, adopted and to be amended by resolution of the City Council.

Chapter 3.32 Payment of Claims

i This chapter is based on existing SMC Chapter 3.20, although it has been retitled.

3.32.010 Check authority.

i Existing SMC 3.20.010.

All checks must be drawn and signed by any of the following designated officers:

- (1) Finance director;
- (2) City administrator;
- (3) Mayor.

3.20.020 Expenditures and disbursements.

- (1) Per RCW 42.24.180, in order to expedite the payment of claims, the auditing officer of the city of Stanwood is authorized to issue checks in payment of claims, before the city council has acted to approve the claims. The auditing officer must submit to the city council for approval a listing of all such checks issued in payment

of claims at a regularly scheduled public meeting within one month of issuance and must provide for the review of supporting documentation by the city council.

- (2) The city council may stipulate that certain kinds or amounts of claims may not be paid before the council has reviewed the supporting documentation and approved the issue of checks or warrants in payment of those claims.

3.20.030 Disapproval of claims.

If, upon review, some claims are disapproved by the City Council, the auditing officer and the officer designated to sign the checks or warrants must jointly cause the disapproved claims to be recognized as receivables and pursue collection diligently until the amounts disapproved are collected or until the city council is satisfied and approves the claims.

Chapter 3.34 Funds

i This chapter reorganizes existing chapter 3.16 (and moves the chapter to 3.34) to describe each of the city's existing funds, one per section, with a description of the purpose and use of each.

i Section numbering from the existing code is not preserved; sections have been numbered to match the fund numbers in the accounting system (except for the General Fund), which is prescribed by the [state BARS manual](#). This is for administrative convenience; there is no directive that requires the fund numbers to match the section numbers.

i Existing sections that do not now have corresponding funds in the accounting system are not included in this chapter:

- 3.16.100 Petty cash fund;
- 3.16.245 Ambulance fund;
- 3.16.250 Ambulance reserve fund;
- 3.16.350 Cumulative reserve – Fire apparatus
- 3.16.410 Stanwood Recreational Complex fund.
- 3.16.780 Police revolving cash fund;
- 3.16.790 et seq Drug enforcement fund;
- 3.16.810 BPA energy grant fund;
- 3.16.820 et seq Public works loan fund;
- 3.16.840 et seq Criminal justice fund;
- 3.16.860 Suspense fund.

3.34.010 General Provisions

i This is a new section.

- (1) This chapter creates and describes all the funds in the City's accounting system. Funds are the basis on which the city's accounting system is organized and operated.

i The definition of “fund” is from the state BARS manual.

- (2) For the purposes of this chapter, a “fund” means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

i Occasionally, state auditors may prescribe changes in the city’s accounting system. The next line provides authority to the Finance Director to make those changes, although code changes should be executed concurrently.

- (3) Interest, earnings, and other proceeds from each fund must be deposited into the fund.
- (4) Notwithstanding the provisions of this Chapter, the Director of Finance has the authority to conform the City's accounting procedures to state law and the state Budgeting, Accounting and Reporting System (BARS) manual.

3.34.020 General Fund

i This section is based on existing SMC 3.16.730 et seq.

i Unlike the other sections, this section’s number does not correspond to the accounting fund number, 001.

- (1) The “general fund” is hereby created as the city’s general (current expense) fund.
- (2) Revenues from property taxes, sales taxes, business licenses, services, and other sources not designated for other funds in the annual budget or by the city council must be deposited into the general fund.
- (3) Expenditures of the general fund must be segregated into departments which must be separately budgeted and accounted for within the general fund.

3.34.101 Street Fund

i This is a new section.

i More information on the [motor vehicle fuel tax is available from CRAB](#).

- (1) The "Street Fund" is created as a special revenue fund.
- (2) Revenues from Motor Vehicle Fuel Tax must be deposited into this fund.
- (3) Expenditures from the fund must support the operation and maintenance of the city's system of streets and pathways.

3.34.102 Street Impact Fees Fund

i This is a new section.

- (1) The "Street Impact Fees Fund" is created as a special revenue fund.
- (2) Revenues from street impact fees collected per SMC Chapter 3.50 must be deposited into this fund.
- (3) Expenditures from this fund must qualify per SMC Chapter 3.50.

3.34.103 Street Construction Fund

i This section is based on existing SMC 3.16.770.

- (1) The "Street Construction Fund" is created as a special revenue fund.
- (2) Expenditures from this fund will be as determined by the city council for the construction and improvement of city streets.

3.34.104 Park and Trail Improvement Fund

i This section is based on existing SMC 3.16.300 et seq. Details on non-lapsing and interest are not included, as they are accounted for in the general provisions.

- (1) The "Park and Trail Improvement Fund" is created as a special revenue fund.
- (2) The purpose of this fund is to acquire and improve land to be owned by the city and operated as a public park inside or outside the limits of the city.

3.34.105 Fire Impact Fees

i This is a new section.

- (1) The "Fire Impact Fees Fund" is created as a special revenue fund.
- (2) Revenues from fire impact fees collected per SMC Chapter 3.24 must be deposited into this fund.
- (3) Expenditures from this fund must qualify per SMC Chapter 3.24.

3.34.106 Park Impact Fees

i This is a new section.

- (1) The "Park Impact Fees Fund" is created as a special revenue fund.
- (2) Revenues from park impact fees collected per SMC Chapter 3.24 must be deposited into this fund.
- (3) Expenditures from this fund must qualify per SMC Chapter 3.24.

3.34.107 Equipment Reserve Fund

i This section is based on existing SMC 3.16.950. Existing subsection (2)(b), transferring funds that existed in 1991, is not included.

- (1) The "Equipment Reserve Fund" is created as a special revenue fund.
- (2) Revenues for the fund are from interfund transfer from city departments or funds, investment interest of the fund and such revenue as may be authorized by the city council or provided in the city's budget.
- (3) Accounts. Contributions and disbursements of departments or funds of the city, to or from this fund, must be maintained in separate accounts, which, with investment interest, accumulate to provide funds required by that department. If the accounts of a department or fund become over-expended, interest at a rate set by the city treasurer must be charged on the deficient balance of the account until reimbursement by the department.

- (4) Expenditures. Departments or funds of the city that maintain accounts in this fund may use their account for the acquisition, replacement, or improvement of equipment or facilities needed by their department, subject to approval of the city council.

3.34.108 Transportation Benefit Fund

i This is a new section. The fund as listed on the accounting system report is the "transportation sales tax fund." Section name could be either, but renamed here for flexibility, because a TBD may also be funded by a car tab fee.

- (1) The "Transportation Benefit Fund" is created as a special revenue fund.
- (2) Revenues from the Transportation Benefit District funding sources established in SMC Chapter 3.40 must be deposited into this fund.
- (3) Expenditures from this fund must qualify per SMC Chapter 3.40.

3.34.109 Contingency Fund

i This section is based on existing SMC 3.16.450 et seq.

- (1) The "Contingency Fund" is created as a special revenue fund.
- (2) Per RCW 35.33.145, the fund created in this section is to provide monies with which to meet any municipal expense, the necessity or extent of which could not have been foreseen or reasonably evaluated at the time of adopting any annual budget, or from which to provide monies for such emergencies lawfully justifying emergency expenditures, or to supply deficiencies in any other fund arising from any cause.
- (3) The fund may be supported by a budget appropriation from any tax or other revenue source, not restricted in use by law, or may also be supported by a transfer from other unexpended or decreased funds made available by ordinance.

i Updated next line from 1.5 mils.

- (4) The total amount of monies in the fund accumulated at any given time may not exceed the equivalent of 37.5 cents per thousand dollars of assessed valuation of property within the city.
- (5) Any monies in the "contingency fund" at the end of any fiscal year may not lapse, except upon reappropriation by the council to another fund in the adoption of any subsequent budget.

3.34.110 Building Improvement Fund

i This is a new section.

- (1) The "Building Improvement Fund" is created as a special revenue fund.
- (2) The Building Improvement Fund is used to account for major maintenance and development of city facilities, such as City Hall and the Police Department.

3.34.115 Tourism Promotion Fund

i This is a new section.

- (1) The "Tourism Promotion Fund" is created as a special revenue fund.

- (2) Revenues from the tax established in SMC Chapter 3.09 must be deposited into the fund and expended in accordance with that chapter.
- (3) Expenditures from the fund must qualify per SMC Chapter 3.09.

3.34.120 REET 1 – Capital Improvements

i This section is based on existing SMC 3.16.660.

- (1) The "REET 1 Fund" is created as a special revenue fund.
- (2) Revenues from the first one-quarter percent real estate excise tax provided in SMC Chapter 3.08 must be deposited into the fund.

i Note that existing SMC 3.16.660(3) references RCW 35.43.040, but that seems to be incorrect.

- (3) Expenditures from the fund must qualify per RCW 82.46.010 and RCW 82.46.015.

3.34.121 REET 2 – Growth Management

i This section is based on existing SMC 3.16.900.

- (1) The "REET 2 Fund" is created as a special revenue fund.
- (2) Revenues from the additional one-quarter percent real estate excise tax provided in SMC Chapter 3.08 must be deposited into the fund.
- (3) Expenditures from the fund must qualify per RCW 82.46.035.

3.34.205 Debt Service Fund

i This is a new section.

- (1) The "Debt Service Fund" is created as a debt service fund.
- (2) The Debt Service Fund accounts for general obligations of the city and is funded by other accounting funds that benefit from debt issued.

3.34.401 Sewer Fund

i This is a new section.

- (1) The "Sewer Fund" is created as an enterprise fund.
- (2) Revenues from sewer service charges must be deposited into this fund.
- (3) Expenditures from the fund must benefit the maintenance and operation of the sewer utility.

3.34.403 Sewer Construction Fund

i This section is based on existing SMC 3.16.210 et seq. Note that existing code names the fund the "sanitary sewerage construction reserve fund."

- (1) The "Sewer Construction Fund" is created as an enterprise fund.

i Based on existing SMC 3.16.220.

- (2) From time to time, upon recommendation of the city treasurer and the concurrence of the city council, sewer revenues in excess of amounts necessary to provide for adequate revenue bond reserves and redemption funds may be transferred to and accumulated, held, invested and reinvested in investments permitted by law to the credit of the fund created in this section.

i Existing SMC 3.16.230. Previously the "sewer revenue bond redemption fund." Staff confirmed "sewer bond reserve fund" is correct.

- (3) At any time the city council may deem it to be in the best interests of the city to retire any of the sanitary sewerage revenue bonds in advance of their normal maturity date, the city council may by resolution transfer any or all of the monies in the fund created in this section to the sewer bond reserve fund.

i Existing SMC 3.16.240.

- (4) Until such time as all of the sanitary sewerage revenue bonds of the city are redeemed, the monies in this fund may be disbursed only for the purpose in subsection (3) and for constructing such additions, corrections, extensions and other construction of the city's sanitary sewerage system, as allowed by the city council.

3.34.405 Sewer Plant Investment Fund

i This is a new section.

- (1) The "Sewer Plant Investment Fund" is created as an enterprise fund.
- (2) Revenues from sewer plant investment fees must be deposited into this fund.
- (3) Expenditures from the fund must support sewer capital investment.

3.34.410 Drainage Fund

i This is a new section.

- (1) The "Drainage Fund" is created as an enterprise fund.
- (2) Revenues from drainage utility service rates must be deposited into this fund.
- (3) Expenditures from the fund must support drainage utility system maintenance and operation.

3.34.411 Drainage Construction Fund

i This is a new section.

- (1) The "Drainage Construction Fund" is created as an enterprise fund.
- (2) The Drainage Construction Fund accounts for capital development of the drainage utility which are funded from other accounting funds, grants, and loans.

3.34.412 Drainage Plant Investment Fund

i This is a new section.

- (1) The "Drainage Plant Investment Fund" is created as an enterprise fund.
- (2) Revenues from drainage plant investment fees must be deposited into this fund.
- (3) Expenditures from the fund must support drainage capital infrastructure.

3.34.421 Water Fund

i This is a new section.

- (1) The "Water Fund" is created as an enterprise fund.
- (2) Revenues from water service rates must be deposited into this fund.
- (3) Expenditures from the fund must support maintenance and operation of the water utility.

3.34.422 Water Construction Fund

i This is a new section.

- (1) The "Water Construction Fund" is created as an enterprise fund.
- (2) The water construction fund accounts for capital development of the water utility which are funded from other accounting funds, grants, and loans.

3.34.423 Cedar Home Plant Investment Fund

i This is a new section.

- (1) The "Cedar Home Plant Investment Fund" is created as an enterprise fund.
- (2) Revenues from Cedar Home Plant Investment fees must be deposited into this fund.
- (3) Expenditures from the fund must support water utility infrastructure.

3.34.424 Water Plant Investment Fund

i This is a new section.

- (1) The "Water Plant Investment Fund" is created as an enterprise fund.
- (2) Revenues from water plant investment fees must be deposited into this fund.
- (3) Expenditures from the fund must support water utility infrastructure.

3.34.451 Water Bond Reserve Fund

i This is a new section.

- (1) The "Water Bond Reserve Fund" is created as an enterprise fund.

- (2) Expenditures from the fund must this fund accounts for debt issued by the water utility including reserves required by debt covenants.

3.34.452 Sewer Bond Reserve Fund

i This is a new section.

- (1) The "Sewer Bond Reserve Fund" is created as an enterprise fund.
- (2) This fund accounts for debt issued by the sewer utility, including reserves required by debt covenants.

3.34.457 Sewer Equipment Reserve Fund

i This is a new section.

- (1) The "Sewer Equipment Reserve Fund" is created as an enterprise fund.
- (2) The fund accounts for reserves held for replacement of sewer equipment and vehicles.

3.34.458 Drainage Equipment Reserve Fund

i This is a new section.

- (1) The "Drainage Equipment Reserve Fund" is created as an enterprise fund.
- (2) This fund accounts for reserves held for replacement of Drainage Utility equipment and vehicles.

3.34.459 Water Equipment Reserve Fund

i This is a new section.

- (1) The "Water Equipment Reserve Fund" is created as an enterprise fund.
- (2) This fund accounts for reserves held for replacement of water utility equipment and vehicles.

3.34.630 Agency Fund

i This is a new section.

The "Agency Fund" is created as a fiduciary fund to account for monies received and held by the city for third parties.

Chapter 3.36 Interfund Loans

i Based on existing SMC Chapter 3.45.

i Dropped the word "program."

3.36.010 Interfund loans authorized.

- (1) The finance director is hereby authorized to make interfund loans as needed to keep the funds of the city solvent.

- (2) In conjunction with an interfund loan, the finance director must prepare a planned schedule of repayment of the loan principal plus applicable interest. The monthly rate of interest will be the same monthly rate of interest paid by the Washington State Local Government Investment Pool and must be charged by the lending fund, unless the borrowing fund has no other source of revenue other than the lending fund, or is normally funded by the lending fund. In addition, the borrowing fund must anticipate sufficient revenues to be in a position over the period of the loan to make the specified principal and interest payments.

3.36.020 Report to the city council.

- (1) The finance director must include a report within 60 days of any such loans and subsequent repayment to the city council in conjunction with the finance director's financial reports to the city council.
- (2) Any city council member may request or the mayor may direct the finance director to make such additional reports as may be necessary to fully inform the city council of any revenue deficit or interfund loan or similar transfer.

3.36.030 Repayment directed.

- (1) The finance director is directed and authorized to repay an interfund loan, in whole or in part, when budgeted revenues are received sufficient to cover the projected foreseeable needs of the city for the ensuing month of the budget year.
- (2) In the event of doubt regarding the foreseeable needs of the city, the finance director is encouraged to consult with the mayor and finance committee and to bring questions regarding borrowing or repayment to the city council for its advice.

Chapter 3.40 Transportation Benefit District

i This is based on existing SMC Chapter 3.40.

3.40.010 Establishment of transportation benefit district.

i Based on existing SMC 3.40.010.

There is created a transportation benefit district to be known as the Stanwood Transportation Benefit District (the "district") with geographical boundaries congruent with the corporate limits of the city as they currently exist or as exist following future annexations.

3.40.015 Assumption of transportation benefit district.

i Existing SMC 3.40.015.

From and after the effective date of Ordinance 1406 codified in this chapter, the city of Stanwood assumes all of the rights, powers, immunities, functions, and obligations of the Stanwood Transportation Benefit District previously established in this chapter, and the city of Stanwood is hereby vested with each and every right, power, immunity, function, and obligation granted to or possessed by the Stanwood transportation benefit district under Chapter 36.73 RCW, this chapter, and any other applicable law as of the effective date of the ordinance codified in this chapter. The rights, powers, functions, and obligations previously exercised and performed by the governing body of the Stanwood Transportation Benefit District pursuant to SMC 3.40.020 are hereby assumed by and transferred to the city of Stanwood city council.

3.40.020 Governing board.

i Based on existing SMC 3.40.020.

- (1) The Stanwood city council has the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter.
- (2) The treasurer of the transportation benefit district is the city finance director.
- (3) The city must implement the material change policy previously adopted by the Stanwood Transportation Benefit District to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

3.40.030 Authority of the city.

i Based on existing SMC 3.40.030.

- (1) The city, acting by and through its city council, may authorize a vehicle tax fee of up to \$20.00 per vehicle as provided for by RCW 82.80.140. Any expansion of the authorized purposes of the district may be undertaken only after notice, hearing and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).
- (2) When authorized by the voters pursuant to the requirements of Chapter 36.73 RCW, other taxes, fees, charges, and tolls or increases in these revenue sources may be assessed for the preservation, maintenance and operations of city streets or other transportation improvements specified in an adopted transportation plan. Additional transportation improvements may be added to the functions of the district upon compliance with the requirements of said chapter.
- (3) The city has and may exercise all powers and functions provided by Chapter 36.73 RCW to fulfill the purposes of Chapter 36.73 RCW and this chapter.

3.40.040 Transportation improvements funded.

i Based on existing SMC 3.40.040.

- (1) The revenues generated by exercise of the powers granted in SMC 3.40.030 and Chapter 36.73 RCW must be used for transportation improvements that preserve, maintain, and operate existing infrastructure of the city consistent with the requirements of Chapter 36.73 RCW.
- (2) Expenditures of such revenues must preserve, maintain, and operate the city's previous investments in transportation infrastructure, reduce the risk of transportation facility failure, improve safety, or reduce congestion. Any change or expansion of these authorized purposes may be undertaken only after notice, hearing and adoption of an authorizing ordinance in accordance with RCW 36.73.050(b)(2) or a vote of the people pursuant to RCW 36.73.065(c).

3.40.060 Annual Report

i Next line based on existing SMC 3.40.020, updated from City Council in existing code.

The Finance Director must issue an annual report per RCW 36.73.160(2).

EXHIBIT B

i This is a new chapter to provide protection for the City against ill-considered property purchases that could create legal or political liability.

Chapter 4.18 Acceptance of Interest in Real Property

4.18.010 Applicability

This chapter applies to any City action to accept interest in real property.

4.18.020 Definitions

- (1) "Interest in real property" includes property rights less than a fee simple interest, such as a lease or an easement.

i Definition from Black's Law Dictionary.

- (2) "Real property" means land and anything growing on, attached to, or erected on it, excluding anything that be severed without injury to the land.

4.18.030 Acceptance of Interest

- (1) The city may accept ownership of or an interest in real property, including a lease or other instrument transferring anything less than a fee simple interest, only if approved by action of the city council, such as by ordinance or council-approved contract, or as a condition of plat approval.
- (2) No other action by any city employee or agent may constitute the city's acceptance of any interest in real property.

EXHIBIT C

i This is a new chapter created to contain the provisions of existing SMC 17.153.030 that principally concern concurrency rather than impact fees. The provisions have not been modified. We anticipate creation of a more general concurrency chapter during the unified development code rewrite.

Chapter 17.148A School Concurrency

17.148A.010 Adequacy Standards

- (1) School facilities shall be deemed to have adequate capacity for purposes of determining adequate provision of school facilities for approval of any residential development proposal, if the circumstances in subsections (1)(a) and (1)(b), or subsection (1)(c), of this section exist. Additionally, the provisions of subsection (1)(d) of this section must be met in all cases.
 - (a) The district has permanent facilities to house the students projected to be coming from the development without exceeding the adopted capacity standards of the district by more than 10 percent. Permanent facilities will not include those that have been closed for more than two years until any necessary rehabilitation has been completed.
 - (b) The district has the land to accommodate the permanent and portable facilities needed to serve the students projected to be coming from the development.
 - (c) The department certifies that the concurrency standard has been complied with. “Concurrency standard” means that the permanent and interim improvements are planned to be or are in place at the time the impacts of development are expected to occur, and that the necessary financial commitments are in place to complete the improvements necessary to serve the development within six years of the time the impacts of the development are expected to occur.
 - (d) Any school impact fee required by this chapter is paid or is scheduled for payment and is adequately secured.
- (2) If capacity standards are or would be exceeded with the construction of a proposed development, the school facilities available to serve the development shall be deemed inadequate and the development shall not be approved until the impact fee authorized by SMC Chapter 3.24 is paid; provided, the district has met all the other provisions of SMC 3.24.080.
- (3) The capacity standards and student factors for the district shall be documented by the capital facilities plan developed by the district and adopted by reference in the Stanwood Comprehensive Plan.
- (4) The adequacy standards of this section shall apply to all forms of residential development which are subject to review and approval and which would result in the creation of new residential building lots or construction of new dwelling units. Reconstruction or remodeling of existing dwelling units or construction of new accessory dwelling units or commercial structures are not subject to the provisions of this chapter.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11e

DATE: September 14, 2023

SUBJECT: Stanwood Municipal Code Title 5 – Business Licenses and Regulations

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Ordinance 1521 Adoption of Title 5 – Business Licenses and Regulations

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the first reading of Ordinance 1521, adoption of Title – 5, Business Licenses and Regulations, of the Stanwood Municipal Code.

SUMMARY

Included in the next batch of Municipal Code Amendments is Title 3 – Revenue and Finance and Title 5 – Business License and Regulations. These Titles have been grouped together for review as they have direct code correlations. Using the approved style guide, the draft amendments delete outdated code citations and modernize the text by applying current best practices. It notes where new sections have been added or where moved. In general, these titles and chapters have been reorganized for better flow and readability with similar topics being grouped together.

Ordinance 1521 includes:

- Title 5 – Business Licenses and Regulations which implements RCW 35A.82.020 which provides cities with the authority to require a license for all businesses that operate in city limits.

BACKGROUND

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall

functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

 Blue banner describes actions taken or issue descriptions.

 Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. To date, the Council has approved the following Title groupings:

Stanwood Municipal Code Titles	Action
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Title 7 – Noise Ordinance Only	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses & Regulations	Pending City Council Action September / October 2023

As Titles and Chapters are approved, there may be times when chapters or sections within chapters of approved Titles will need to be amended to ensure consistency throughout the Municipal Code as it is amended.

ANALYSIS

Title 5 adopts the City's business license procedures and requirements. State Law (RCW 35A.82.020) provides cities with the authority require a license for all businesses that operate in city limits. Operation in the city includes those businesses that are physically

located in the city and those that engage in business within the city, but their business address is located outside of the city.

State law (RCW 35.90) also requires all cities with general business licensing requirements to adopt a uniform "model ordinance" identifying what types of commercial activity are and are not subject to business licensing requirements. The provisions of Title 5 are consistent with the state law provisions and generally include:

- Approval process and conditions
- License terms and expiration dates
- Penalties
- Suspension, revocation, and appeals
- Exemptions

In addition to the standard business license provisions, Title 5 includes permitting and licensing of:

- Fireworks Stands
- Special Events – both public and private
- Merchants without a Fixed Location (Previously Titled Peddlers, Vendors, and Temporary Merchants)
- Sexually Oriented Businesses

The City also reached out to the Washington Cities Insurance Authority for guidance on special event permitting. In response to their comments the insurance section was updated and a new section, "Grounds for Denial of Special Events", was added.

The existing Sexually Oriented Businesses chapter contains both licensing and regulatory standards. As regulatory standards should not be located in the business license chapter, no changes to this chapter are proposed at that time but will instead be revised when the Unified Development Code is prepared as part of the municipal code update project.

Council Policy Decision Issues:

The following policy issues need to be discussed before the final reading:

Business License Regulations (SMC 5.02):

A. For clarity, new section 5.02.030(7) was added providing clarity on the state model ordinance requirements:

- (7) The City interprets the foregoing to exempt the following activities:
 - a) working from home as a remote employee;
 - b) conducting advertising through social media;
 - c) a seller located outside the City merely delivering goods into the City by means of common carrier includes delivery by commercial delivery services such as Fed Ex or UPS.

- B. An option was included in the draft code to increase the income threshold for doing business in the City, from \$2,000.00 to \$4,000.00, for when a business owner must obtain a license from the City. (SMC 5.02.040(2))

RCW 35.90.080 states that “a city that imposes a general business license requirement must adopt the mandatory provisions of the model ordinance by January 1, 2019. The following provisions are mandatory:

- (a) A definition of "engaging in business within the city" for purposes of delineating the circumstances under which a general business license is required;
- (b) A uniform minimum licensing threshold under which a person would be relieved of the requirement to obtain a city's general business license. A city retains the authority to create a higher threshold for the requirement to obtain a general business license but must not deviate lower than the level required by the model ordinance.”

This same RCW also states that the definitions in the model ordinance may not be amended more frequently than once every four years, except that the model ordinance may be amended at any time to comply with changes in state law or court decisions.

If the City changes the threshold option or amount, we must notify WA DOR Business Licensing Services. BLS requires a 75-day notice of changes to business licenses. If the City Council wants to go in that direction, it could delay the effective date of the \$4,000 threshold through adoption of a second ordinance or other mechanism.

Currently an AWC (Association of Washington Cities) work group has been looking at a variety of options like a one-time increase to a higher threshold, an automatic increase by inflation, and a periodic increase by inflation. The work group will report their recommendations to the AWC Board, then the AWC model ordinance threshold will be updated, and all cities will then implement the change. We anticipate that the change will likely take affect by January 1, 2025. Staff recommends no changes at this time and wait for the AWC working group to make their recommendations.

- C. The proposal changes the penalty for business license violations from a misdemeanor to a class 1 penalty fine of \$250.00. (SMC 5.02.120)

Special Events (SMC 5.05):

Three changes were made to the special event section to facilitate better permitting approval:

1. Expanded the scope of this chapter to include private events;
2. Reduced the size of the event that requires a permit from the City (75 to 50 people); and

3. Changed authority for funding from City Council decision to Planning Director if the project is listed in the approved budget.
 - Example: summer concert series is funded through the budget; an additional Council approval step is not necessary and slows down the permit approval process.

Sexually Oriented Businesses (SMC 5.32):

This chapter of the code contains a mix of zoning/development rules and business license rules. Because the new Unified Development Code Title (new Title 18) will be one of the last Titles to be updated, staff proposes to delay any major changes to this Chapter until the UDC is drafted.

Other Clarifications and Questions:

- How are seasonal business, such as Christmas Tree Stands, licensed?
 - Seasonal sales are considered “Soliciting Sales” per SMC 5.02.030(3)(c).
- How are residential landscape businesses licensed?
 - Local landscape maintenance companies, or similar types of services, are licensed under SMC 5.02.030(3)(d): “Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.”
- Is a business license required for anyone selling their own personal possessions or belongings?
 - No business license is required per SMC 5.02.040(3)(c): “Persons selling personal property or providing a service pursuant to an order or process of a court of competent jurisdiction.”
- How are estate sales licensed?
 - There are two options: 1) if a professional company runs an estate sale and they do more than \$2,000 of sales per year in the City, they should have a business license per SMC 5.02.030(3)(c), or 2) if a private home owner is running an estate sale then they would be exempt under the selling of personal property per SMC 5.02.040(3)(c).

Fiscal Impact			
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.			
Fund(s):	Staff Time		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council accept the first reading of the proposed amendments and proceed to the second reading.

Committee/Board Recommendation:

The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments; their comments have been incorporated into the drafts. All groups have recommended to adopt the amendments.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1521 adopting Title 5, Business Licenses and Regulations, and to proceed with the second reading on September 28, 2023.
2. Request changes to Ordinance 1521 and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

PROPOSED MOTION

I MOVE TO ACCEPT THE FIRST READING OF ORDINANCE 1521 AS SET FORTH IN ATTACHMENT “A” AND TO PROCEED WITH THE SECOND READING OF THE ORDINANCE ON SEPTEMBER 28, 2023.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1521

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE (SMC) TITLE 5, BUSINESS LICENSES AND
REGULATIONS, RECODIFYING CHAPTER 5.50 REGARDING DAMAGES CLAIMS
AS SMC CHAPTER 1.50, AND ESTABLISHING SEVERABILITY AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, Title 5 adopts the City's business license procedures and requirements; and

WHEREAS, the amendments were reviewed for consistency with the state model ordinance and city's review procedures; and

WHEREAS, the amendments update the city's permitting procedures for firework stands, special events, and merchants without a fixed location; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 230114; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their July 6, 2023 meeting, and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission reviewed the draft ordinance at their July 19, 2023 meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on September 14, 2023, a second reading on September 28, 2023, and accepted public comment; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Stanwood Municipal Code Chapter 5.50, Damages Claims Against the City, is recodified as SMC Chapter 1.50.

Section 2. Stanwood Municipal Code Title 5, Business Licenses and Regulations, is repealed in its entirety and replaced with the new Title 5, Business Licenses and Regulations, as provided in Exhibit “A” attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 3. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 4. 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 5. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

PASSED and APPROVED this ____ day of _____, 2023.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

Title 5 Business Licenses and Regulations	6
Chapter 5.01 General Provisions	6
5.01.020 Severability	6
Chapter 5.02 Business Licenses	6
5.02.010 Applicability	6
5.02.020 Definitions—Generally	7
5.02.030 Definition—"Engaging in Business"	7
5.02.040 Business License—When Required—Penalty for Violation.	9
5.02.050 Application and Renewal.....	10
5.02.060 Application Fees	11
5.02.070 Review of Application—Approval or Denial.....	11
5.02.080 License Expiration.....	11
5.02.090 Penalty for Late Application or Renewal.....	11
5.02.100 License Suspension or Revocation	12
5.02.110 Appeals	12
5.02.120 Penalty for violation.	12
Chapter 5.04 Fireworks.....	13
5.04.010 Purpose.....	13
5.04.020 Applicability	13
5.04.030 State law adopted.	13
5.04.040 Public Display of Fireworks—License Required.	13
5.04.050 Fireworks Sales—License Required.....	13
5.04.070 Fireworks Sales License—Who May Apply.....	14
5.04.080 Fireworks Sales License—Application—Insurance required.....	14
5.04.090 Fireworks Sales License Renewal – Preference.....	14
5.04.100 Fireworks Sales License—Number.	14
5.04.110 Fireworks Sales—Operation.....	15
5.04.120 Fireworks Sales—Requirements.....	15
5.04.130 Violations—Penalties and Revocation	15
Chapter 5.06 Special Events	16
5.06.010 Purpose.....	16
5.06.020 Applicability	16
5.06.030 Definitions	16
5.06.040 Permit required.	17
5.06.050 Permit application.	17
5.06.060 Application for city contribution.	18

5.06.070 Departmental analysis.....	19
5.06.080 Approval—Criteria.....	19
5.06.090 Approval—Conditions.	20
5.06.100 Denial—Criteria.	21
5.06.110 Site restoration.....	21
5.06.120 Insurance required.	22
5.06.130 Revocation of special event permit.....	22
5.06.140 Appeal.....	23
5.06.150 Violation – Penalty.	23
Chapter 5.08 Merchants without a Fixed Location	23
5.08.010 Purpose.....	23
5.08.020 Applicability	24
5.08.030 Definitions.	24
5.08.040 Business License Required.....	25
5.08.050 General Requirements	25
5.08.060 Additional Requirement for Mobile Vendors.....	26
5.08.070 Location Restrictions	27
5.08.080 Business License—Revocation	27
5.08.090 Responsibilities.....	27
5.08.100 Penalty for violation.	27
Chapter 5.12 Taxicabs.....	27
5.12.010 Purpose.....	27
5.12.020 Applicability	28
5.12.030 State and Local Licenses Required.	28
5.12.040 Business License—Revocation	28
Chapter 5.20 Cable System Regulations.....	28
5.20.010 Short title.....	28
5.20.020 Definitions.	28
5.20.030 Franchise grant.....	29
5.20.040 Franchise purposes.....	29
5.20.050 Nonexclusive franchise.....	30
5.20.060 Application.	30
5.20.070 Pole or conduit agreements – Regulatory permits – Right-of-way permits.	31
5.20.080 Other authorizations – Franchise.....	31
5.20.090 Rules and regulations of the city.....	32
5.20.100 Applicability.....	32
Chapter 5.32 Sexually Oriented Businesses	32
5.32.010 Purpose and intent.....	32
5.32.020 Definitions.	32
5.32.030 Sexually oriented business overlay zone created.	35

5.32.040 Prohibition.....	35
5.32.050 Regulated uses.	36
5.32.060 Sexually oriented business permit required.	36
5.32.070 Investigation and application.	38
5.32.080 Issuance of permit.....	38
5.32.090 Licenses required for sexually oriented business – Fees.	39
5.32.100 License for managers and entertainers of adult cabarets required – Fee.	39
5.32.110 Licenses for models and escorts.....	39
5.32.120 Due date for license fees.....	40
5.32.130 Manager on premises.....	40
5.32.140 License nontransferable.	40
5.32.150 License – Posting and display.	40
5.32.160 Specifications – Adult cabarets.	40
5.32.170 Standards of conduct and operation applicable to adult cabarets.....	41
5.32.180 Regulations applicable to adult arcades.	42
5.32.190 Regulations applicable to video stores not qualifying as sexually oriented businesses.	43
5.32.200 Exemptions.....	43
5.32.210 License – Name of business and place of business.	44
5.32.220 Inspections.	44
5.32.230 Hours of operation.	44
5.32.240 Record-keeping requirements.....	44
5.32.250 Procedure for appealing a license/permit denial.....	44
5.32.260 Suspension or revocation of license or permit procedures – Appeal.	45
5.32.280 Adult bookstores not incorporating arcade uses.....	45
5.32.290 Building facade.	45
5.32.300 Signs.....	45
5.32.310 Parking and lighting regulations.....	45
5.32.320 Number of permitted uses per structure.....	46
5.32.330 Severability.	46
5.32.340 Limitation of liability.....	46
5.32.350 Penalties for violation.	46
5.32.360 Public nuisance – Injunctions.	46
5.32.370 Moral nuisances.	46
5.32.380 Effective date.....	46

Title 5 Business Licenses and Regulations

i This title is a complete rewrite of existing SMC Title 5.

- Existing Chapter 5.01, Utility Tax, is being recodified into Title 3 through concurrent adoption of an ordinance re-adopting the entirety of Title 3.
- Existing SMC Chapter 5.50, Damage Claims Against the City, is proposed for recodification into SMC Title 1 through the adopting provisions of this ordinance.
- Existing SMC Chapter 5.24, Utility Pole Attachment Permit, is proposed for repeal through this readoption, given that the Legislature through RCW Chapter 80.54 has given the WUTC the authority to articulate rules for pole attachment (which it did through rules adopted in WAC Chapter 480-54 in 2015).

Chapter 5.01 General Provisions

5.01.010 Administration

Except where otherwise provided, the City Community Development Director is responsible for the administration of this title.

5.01.020 Severability

The various chapters, sections, and clauses of the ordinances codified in this title are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the title must not be affected.

Chapter 5.02 Business Licenses

i This chapter is based on existing chapter 5.03.

5.02.010 Applicability.

This chapter applies to:

- (1) persons engaging in business within the City of Stanwood; and
- (2) business licenses issued by the City of Stanwood, including those issued through the state Master License Service.

5.02.020 Definitions—Generally

- i** This section is based on existing SMC 5.03.010. "Stuffed definitions" in which a substantive rule is contained within the definition, have been removed.
- i** Added a general definition of clerk for the entire title that allows designation of someone other than the clerk.

- (1) "Clerk" means the city clerk or such city employee or agent as the city administrator may designate to administer this title.
- (2) "Engaging in business" has the meaning found in SMC 5.02.030.
- (3) "Person" includes the terms company, corporation, individual, owner, partnership, proprietorship and sole proprietorship and shall mean any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, joint venture, club, business trust, association, society, or group of individuals acting as a unit, whether mutual, cooperative, fraternal, religious, profit, nonprofit, or otherwise.

5.02.030 Definition—"Engaging in Business"

- i** RCW 35.90.080 requires the city to use the model ordinance, developed by the Association of Washington Cities, to describe what constitutes "engaging in business." This definition is from the June 2018 definition. This section should not be modified.

- (1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- (2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
- (3) Without being all-inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
 - (a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 - (b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 - (c) Soliciting sales.
 - (d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - (e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - (f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 - (g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

- (h) Collecting current or delinquent accounts.
 - (i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - (j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 - (k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 - (l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - (m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
 - (n) Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - (o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 - (p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.
- (a) Meeting with suppliers of goods and services as a customer.
 - (b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - (c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - (d) Renting tangible or intangible property as a customer when the property is not used in the City.
 - (e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 - (f) Conducting advertising through the mail.
 - (g) Soliciting sales by phone from a location outside the City.
- (5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).
- (6) The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

 Councilmember Schmitt has suggested the following exemptions. We do not propose modifying the sections above because they are part of the state-mandated model license. Instead, we have attempted to address the issues below in the following optional language:

(7) The City interprets the foregoing to exempt the following activities:

- (a) working from home as a remote employee;
- (b) conducting advertising through social media;
- (c) a seller located outside the City merely delivering goods into the City by means of common carrier includes delivery by commercial delivery services such as Fed Ex or UPS.

5.02.040 Business License—When Required—Penalty for Violation.

 RCW 35.90.060 allows the city to require a business license only of those persons or entities that are "engaging in business" within the city.

(1) All entities "engaging in business" as defined in SMC 5.03.030 within the City of Stanwood require a city business license.

 The next subsection is based on existing SMC 5.03.025 and portions of existing SMC 5.03.030.

- (a) A subcontractor engaging in business within the City of Stanwood must obtain a city business license. The license of a general contractor does not satisfy the licensing requirements for a subcontractor.

 The following subsections are based on existing SMC 5.03.030.

- (b) If business is transacted by one person at two or more separate locations within the city, each business location requires a separate license.
- (c) If more than one business is conducted or operated on a single premises, a separate license is required for each business.

 State law requires the City to adopt the AWC model ordinance "uniform minimum licensing threshold," and allows the city to either exempt businesses outside the city that are below the minimum licensing threshold from obtaining a business license entirely, or may require them to obtain a fee-free license. The City adopted the first option in 2018 in SMC 5.03.027.

 The minimum threshold is \$2000 annual business, but the City may set it higher. If the City changes the threshold option or amount, it must notify WA DOR Business Licensing Services. BLS requires a 75-day notice of changes to business licenses.

(2) Exemption for businesses located outside the city.

 Councilmember Schmitt has suggested changing the threshold below to \$4,000. An AWC work group is [looking at this issue](#) and may recommend a uniform increase, potentially indexed to inflation. We recommend waiting for the outcome of that process.

- (a) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city is exempt from the general business license requirements in this chapter.

- (b) Such a business is not exempt from the regulatory special permits requirements of this title.

i Next subsection is based on 5.03.050(3), which makes these activities exempt from the application fee, but per staff should be exempt from the licensing requirement.

- (3) The following are exempt from the requirement to obtain a city business license:

- (a) Nonprofit and not-for-profit activities and fundraising sales carried on by a corporation registered as a nonprofit with the Secretary of State's Office;
- (b) Garage sales, lawn sales, rummage sales, or any other similar casual sale of tangible personal property conducted on an infrequent basis not to exceed three times per each calendar year and not to exceed two consecutive days at one time;
- (c) Persons selling personal property or providing a service pursuant to an order or process of a court of competent jurisdiction;
- (d) Persons acting in accordance with their powers and duties as public officials.

i Next subsection is based on existing SMC 5.03.030(6).

- (4) A business license is not transferable.

- (a) No licensee may allow another person to operate a business under or display the license issued to their business, nor may another person operate under or display the license issued to another business.
- (b) A person who acquires an existing business must apply for a city business license before commencing business within the city with that business.
- (c) A licensee must report a change of location of the business to the Master License Service, in coordination with the city clerk.
- (d) A change of the location of a business requires approval by the city before business may commence at the new location, and may require submitting a new master application and payment of fees.

i The following two subsections are based on existing SMC 5.03.030(7)-(8).

- (5) A city business license does not convey the City's permission to conduct a prohibited activity or other violation. The city may not be held liable for the actions of any licensed business by virtue of having issued a license to conduct business.
- (6) An applicant or licensee must permit reasonable inspections of the business premises by governmental authorities for the purpose of enforcing the provisions of this chapter.

5.02.050 Application and Renewal

i This section is based on existing SMC 5.03.030(1)-(2).

- (1) An application for a city business license or renewal must be filed via a master application through the State Department of Licensing's Master License Service.
 - (a) An application may only be for a single city business license. Each license requires a separate application.
 - (b) The applicant must pay the filing fee described in the City's Consolidated Fee Schedule and any State Master License Service's handling fees.

- (2) A business may not start operation within the city prior to city approval of its city business license.

5.02.060 Application Fees

i This section is based on existing SMC 5.03.050. Deleted references to SMC 3.30.080 and .090, which are being repealed and have been subordinated by the City's Consolidated Fee Schedule.

- (1) The fee for the business license required by this chapter is established by resolution of the city council. The fee may be pro-rated as necessary to conform to SMC 5.03.080.
- (2) The business license fee is in addition to any license fee or tax imposed or levied under any law or other ordinance or resolution of the city except as otherwise expressly provided.

5.02.070 Review of Application—Approval or Denial

i Next line based on existing SMC 5.03.030(3).

- (1) The clerk must, when appropriate, refer applications to the planning department, the police department, or other governmental agencies for their review.
- (2) The clerk must approve an application for a business license that complies with this chapter and other provisions of the Stanwood Municipal Code.

i The next line is based on a portion of existing SMC 5.03.080(2). Deleted requirement to notify via certified mail to facilitate notice through the state master licensing system.

- (3) If the clerk denies an application, the clerk must give written notice to the applicant of the denial of their license. The notice must include a summary of the information considered by the clerk, the reason(s) for the action, and the opportunity for appeal provided by SMC 5.02.110.

5.02.080 License Expiration

i Based on existing SMC 5.03.070.

Each city business license must include an expiration date as determined by the Master License Service in coordination with the city. The city license may be prorated to coordinate with the expiration date assigned by the State Master License Service.

5.02.090 Penalty for Late Application or Renewal

i This section is based on existing SMC 5.03.060.

- (1) Licenses must be renewed annually on or before the expiration date, or expiration of any prorated period. Failure to renew a business license by the license expiration date may result in the assessment of a late renewal penalty, and may lead to the revocation of the city license.
- (2) Revocation of a license due to nonrenewal requires reapplication for the city license, and approval by the city before the revoked business may continue operation within the city.

5.02.100 License Suspension or Revocation

i This section is based on existing SMC 5.03.080(1).

- (1) The Clerk may suspend or revoke a business license when the licensee or any of its officers, directors, agents, owners, or employees fails or have failed to:
 - (a) maintain the licensed premises or business activity in compliance with applicable health, building, fire, zoning (including legal nonconforming uses) or safety laws, ordinances, or regulations;
 - (b) comply with the requirements of this chapter. Any suspension shall remain in effect until the conditions causing the suspension are cured and reasonable measures are taken to ensure that those conditions will not recur; or
 - (c) renew a business license within 120 days after the expiration date of the license.

i The next line is based on a portion of existing SMC 5.03.080(2).

- (2) The Clerk must give written notice to the license-holder of the suspension or revocation of their license. The notice must include a summary of the complaints, objections, and information considered by the clerk; the effective date of the suspension or revocation; the reason(s) for the action; and the opportunity for appeal provided by SMC 5.02.110.

5.02.110 Appeals

i This section is based on existing SMC 5.03.080(2). Separated from suspension/revocation because it also applies to appeal of denials of initial applications.

- (1) Notice mailed to the mailing address on the application or most recent renewal is deemed received three days after mailing.
- (2) The applicant or license-holder may appeal the clerk's decision to the city hearing examiner by:
 - (a) filing written notice of appeal to the Clerk within seven calendar days; and
 - (b) paying the appropriate fee.
- (3) The hearing examiner may overturn or modify the clerk's decision if it is clearly erroneous, and must issue its decision within 30 days of the date the appeal is received. The hearing examiners review of the appeal is not subject to a hearings proceeding.

5.02.120 Penalty for violation.

i This section is based on existing SMC 5.03.090.

i Existing code provides for a misdemeanor penalty.

Violation of any requirement of this chapter not otherwise specified is a Class 1 civil infraction and may also be enforced pursuant to SMC Title 13.

Chapter 5.04 Fireworks

- i** This chapter is based on existing SMC Chapter 5.04.
- i** Existing SMC 5.04.050 and SMC 5.04.060 is proposed for deletion as part of the Title 9 update.

5.04.010 Purpose.

- i** Existing SMC 5.04.010.

It is the intent of this chapter to provide a procedure for the granting of licenses, and the possession, sale, and discharge of fireworks.

5.04.020 Applicability

- i** This is a new section.

This Chapter applies to:

- (1) licenses for the public display of fireworks;
- (2) licenses for the sale of consumer fireworks.

5.04.030 State law adopted.

- i** Existing SMC 5.04.020.

Chapter 70.77 RCW pertaining to fireworks is adopted by this chapter by reference as though stated in its entirety in this chapter.

5.04.040 Public Display of Fireworks—License Required.

- i** Based on existing SMC 5.04.030, with additional provisions to describe application process from 5.04.080.

- (1) A license is required for the public display of fireworks per RCW 70.77.
- (2) An application for a license for the public display of fireworks must conform to the requirements of RCW 70.77 and be submitted to the clerk prior to June 1.
- (3) Per RCW 70.77.280, after investigation and report by the fire marshal, a license for a public display of fireworks may be issued by the Community Development Director if the application demonstrates compliance with the standards of Chapter 70.77 RCW.

5.04.050 Fireworks Sales—License Required.

- i** Based on existing SMC 5.04.030. Changed from "fireworks stand" to "fireworks sales."

A license is required for the sale of consumer fireworks, consistent with SMC Chapter 9.42.

5.04.070 Fireworks Sales License—Who May Apply.

i Existing SMC 5.04.070. Title has changed to delete "insurance prerequisite," which was not contained within this section.

A fireworks sales license may be issued only to such applicants who meet the following qualifications:

- (1) Nonprofit, charitable, religious, or eleemosynary corporations, organized and existing primarily for veteran, patriotic, religious, charitable, or civic betterment purposes; and
- (2) The corporation or association has its principal and permanent meeting place in the city, and has been organized and established in the city for a period of at least one year prior to the date application is made for a fireworks license.

5.04.080 Fireworks Sales License—Application—Insurance required.

i Based on existing SMC 5.04.080. Adjusted timelines and insurance minimums to refer to statute. Deleted requirement to apply by June 1 of each year.

- (1) Application for a fireworks sales license:
 - (a) Must be made in writing on forms provided by the city;
 - (b) Must be accompanied by the license fee as established by resolution;
 - (c) Must set forth the proposed location of the fireworks stand applied for.
- (2) An application must be processed by the City consistent with the timelines in RCW 70.77.270(1).
- (3) If an applicant is not granted a license, the application fee must be refunded.
- (4) An application for a license must be rejected unless the fireworks stand is covered by a liability insurance policy consistent with RCW 70.77.270.

5.04.090 Fireworks Sales License Renewal – Preference.

i Existing SMC 5.04.090.

Applicants for renewal of a fireworks sales license must be given preference over applicants for license by persons not previously licensed, provided that if the holder of the license fails to make application for renewal by the third Monday in April, the preference must be forfeited.

5.04.100 Fireworks Sales License—Number.

i Existing SMC 5.04.100.

- (1) No one organization may receive more than one license for fireworks sales during any one calendar year.
- (2) The maximum number of licenses which may be issued pursuant to this chapter during any one calendar year must not exceed one license for each 1,500 residents of the city, or fraction thereof, according to the last official census. Once the maximum number of licenses for the year have been approved, the city will no longer accept fireworks license applications.

5.04.110 Fireworks Sales—Operation.

i Existing SMC 5.04.110.

No person other than the licensee organization may operate the fireworks stand for which the license is issued, or share or otherwise participate in the benefits of the operation of such stand.

5.04.120 Fireworks Sales—Requirements.

i Existing SMC 5.04.120. Updates to conform section to style guide.

All retail sales of “safe and sane” fireworks are permitted only from within a temporary fireworks stand, and the sale from any other building or structure is prohibited. Temporary stands are subject to WAC [212-17-185](#) through [212-17-21519](#) and the following provisions:

- (1) No fireworks stand may be located within 25 feet of any other building, nor within 100 feet of any gasoline station;
- (2) A fireworks stand need not comply with the provisions of the building code of the city but must be erected under the supervision of the fire chief, who may require that those stands be constructed in a manner and place to ensure the safety of attendants and patrons.
- (3) A fireworks stand must maintain approved fire extinguishers at all times;
- (4) A fireworks stand must have at least two exits;
- (5) A fireworks stand must not be located closer than 600 feet to another fireworks stand;
- (6) All weeds and combustible material must be cleared from the location of a fireworks stand, including a distance of at least 20 feet surrounding the stand;
- (7) Signs reading “No Fireworks Discharge Within 100 Feet” in letters at least two inches high, with a principal stroke of not less than one-half inch, on contrasting background, must be conspicuously posted on all four sides of the stand;
- (8) Signs reading “No smoking within 20 feet” in letters at least two inches high, with principal stroke of not less than one-half inch, on a contrasting background, must be conspicuously posted on all four sides of the stand;
- (9) A fireworks stand may be operated by adults only.
- (10) No fireworks may be left unattended in a stand.
- (11) All unsold stock, accompanying litter, and the fireworks stand itself must be removed from the location and the city by 12:00 noon on July 6th of each year for the July 4th selling season and by 12:00 noon on January 3rd for the New Year’s selling season.

5.04.130 Violations—Penalties and Revocation

i Existing SMC 5.04.130.

- (1) Violation of any provision of this chapter is subject to the penalties of Chapter 70.77 RCW.

i New material below.

- (2) The clerk may revoke a license of a fireworks stand for non-compliance with the rules in this chapter or the rules in SMC 9.42.020 regarding purchase and sales of fireworks or for sales of fireworks other than consumer fireworks.

Chapter 5.06 Special Events

5.06.010 Purpose

i Based on City of Lynnwood purpose statement.

The purpose of this chapter is to accommodate and allow for individual, occasional, or seasonal activities and events desired by members of the community and to:

- (1) ensure special events and activities do not unduly impact or threaten the public's health, safety, and welfare;
- (2) protect and preserve public infrastructure and city resources;
- (3) prevent unplanned disruption of public services;
- (4) mitigate impacts to the extent feasible;
- (5) allow for the exercise of protected free speech; and
- (6) facilitate business events of a singular or infrequent nature.

5.06.020 Applicability

- (1) This chapter applies only to "special events" as defined in SMC 5.06.030.

i The following is based on existing SMC 5.06.025:

- (2) This chapter specifically exempts the following:
 - (a) parades, athletic events or other special events that are conducted in full by the city of Stanwood;
 - (b) funeral procession by a licensed mortuary;
 - (c) temporary sales conducted by businesses on site, such as holiday sales, grand opening sales, sidewalk sales, or anniversary sales;
 - (d) garage sales, rummage sales, lemonade stands, and car washes outside of the right-of-way;
 - (e) lawful picketing/demonstrating in public places protected by the First and Fourteenth Amendments to the United States Constitution.

5.06.030 Definitions

i Based on existing SMC 5.06.010.

The following definitions apply to the terms used in this chapter:

"Director" means the director of the Community Development Department, or the director's designee.

"Event organizer" means the person or entity that is sponsoring or organizing a special event.

i Existing definition of "special event" used "and/or," which is never recommended. Reworded for clarity. Deleted "uncommon impact on a public place" for vagueness. Replaced "reasonably expected to require the provision of public services" with the language from existing section 5.06.020. Deleted requirement for event to occur on public property, consistent with staff direction to regulate events on private property. Changed threshold from 75 to 50 people. Changed City Administrator to Director.

"Special event" means any temporary or ongoing activity (including, but not limited to, fun runs, roadway foot races, fundraising walks, auctions, bike-a-thons, parades, carnivals, shows, or inhabitations, filming/movie events, circuses, concerts, festivals, block parties, and fairs) conducted on:

- (a) Public property or in a public right-of-way that causes the closure or limited use of streets, sidewalks, public parking, parks or other public venues normally accessible by the general public; or
- (b) Private property and would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way, would significantly impact public streets or rights-of-way near the event, would significantly impact the need for emergency services, or would create a nuisance per SMC Chapter 7.16. It is presumed that an event with an estimated attendance of 50 or more people qualifies as a "special event."

i Deleted "The proposed event requires the event organizer to obtain a use permit from two or more city departments."

5.06.040 Permit required.

i Based on existing SMC 5.06.020; deleted thresholds for permit requirement that are duplicated in the definition of "special event."

It is unlawful for any person to hold or conduct any special event as defined in 5.06.030 in the city without a permit issued per this chapter.

5.06.050 Permit application.

i Based on existing SMC 5.06.030. Fee payment moved from 5 days prior to event to time of application.

- (1) An application for a special event permit must:
 - (a) be made on forms available from the community development department;
 - (b) be completed and submitted to the Director no later than 60 days prior to the proposed event;
 - (c) include the application fee.
- (2) A waiver of the deadline in subsection (1)(b) may be granted by the director upon a showing of good cause. The director must consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, or that the event is related to the exercise of rights under the First and Fourteenth Amendments of the United States Constitution.
- (3) The application must include the following:
 - (a) Purpose of the special event; name, address and telephone number of the sponsoring organization or individual(s);

- (b) Proposed date of event, location and hours of operation, schedule of events, and estimated attendance;
- (c) Special facility requirements and city assistance required; and
- (d) Sanitation Requirements:
 - (i) Adequate waste disposal facilities must be identified and information demonstrating how facilities will be obtained must be provided.
 - (ii) Adequate restroom and washroom facilities must be identified and information demonstrating how facilities will be arranged for or obtained by the applicant, subject to the Snohomish County Health Department's review and certification process, must be provided.
- (4) Permits, approvals, or coordination from other public agencies (e.g., Community Transit, Island Transit, Department of Transportation) when required must be submitted prior to the issuance of the permit.
- (5) Five days prior to the event, a complete list of concessionaires operating any booths must be submitted.
- (6) The city may require other information deemed reasonably necessary to determine that the permit meets the requirements of this chapter.
- (7) When an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application must be processed promptly, without charging a fee or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

5.06.060 Application for city contribution.

i Based on existing SMC 5.06.035.

- (1) An application for city contribution towards a special event must:
 - (a) be made on forms available from the community development department;
 - (b) be completed and submitted to the community development director ("director") or designee no later than 60 days prior to the proposed event.
- (2) The application must include the information required in SMC 5.06.050 and must include cost estimates for any needed city services.
- (3) A waiver of application deadline for requests for city contribution may be granted by the Director on the same basis as in SMC 5.06.050(2).
- (4) An application for city contribution may be approved by the Director. To approve an application for city contribution, the Director must make all of the following findings:
 - (a) the event contributes to the marketing of the city;
 - (b) the event will attract the general public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base;
 - (c) the event provides recreation benefit to the general public;
 - (d) the event promotes the general public welfare;
 - (e) the event is included in the city's adopted budget, although a contribution in excess of the budgeted amount also requires City Council approval.
- (5) As part of the city contribution, the City may allow or require, in its sole discretion, the city of Stanwood logo or text indicating the city role on signage, posters, and other advertising materials for the event.

5.06.070 Departmental analysis.

i Existing SMC 5.06.060.

- (1) The Director must send copies of special event permit applications to all pertinent city departments for review and determination of services required.
- (2) The applicant is required to coordinate with the Stanwood police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.
- (3) The Director must estimate the cost of city services (e.g., police, public works employees, etc.) for a special event prior to the event. As a condition of permit approval, the Director may require a cash deposit for such costs prior to issuance of a special event permit. Additional costs incurred by the city will be evaluated following the completion of the event.
- (4) If city sponsorship is requested, the city financial contribution to the event must be determined as part of the departmental analysis. The city may at its discretion provide for the full or partial cost of police and public works services for city-sponsored special events.

5.06.080 Approval—Criteria.

i Based on existing SMC 5.06.040.

- (1) After receipt of the comments of affected city departments on the application, permits issued under this chapter may be issued by the Director.
- (2) Approval/Denial by Director. A permit may be issued by the Director only if all of the following criteria and conditions for issuance are met:
 - (a) Adequate plans for parking exist to meet the need generated by the proposed event;
 - (b) The proposed event or proposed use of the street will not intrude onto or over any portion of a public right-of-way open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering property or public safety;
 - (c) The proposed event will not impact, or will reasonably mitigate its impact, on nearby private property, including those impacts related to noise, light, and parking;
 - (d) The proposed event will not unreasonably cause unreasonable impacts to other activities such as events or construction on the date(s) requested;
 - (e) The proposed event location has not been unreasonably impacted by the number of other events in a one-year period;
 - (f) City personnel and resources are available to assist with the event as deemed necessary by the community development director, chief of police, and the public works director;
 - (g) Such other and further conditions as the Director deems necessary to reasonably ensure that the proposed special event does not in any way create a likelihood of endangering public safety, including, but not limited to, those who may participate or be spectators.
- (3) The Director must notify the City Council of all special event approvals made by staff.

5.06.090 Approval—Conditions.

i Based on existing SMC 5.06.075.

- (1) The Director may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect public safety, to protect the rights of persons and property, to address traffic control, and ensure consistency with SMC 5.06.080(2).
- (2) The following conditions apply to all special event permits:
 - (a) The applicant may not alter the time, place, and manner of the event proposed on the event application;
 - (b) Conditions concerning the area of assembly and disbanding of an event occurring along the route;
 - (c) Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or right-of-way;
 - (d) Compliance with any other applicable federal, state, or local laws and regulations.
- (3) Conditions on a special event permit that does not involve activities protected by the First and Fourteenth Amendments of the United States Constitution include but are not limited to:
 - (a) Requirements for the use of traffic cones or barricades;
 - (b) Requirements for the provision of first aid or sanitary facilities;
 - (c) Requirements for use of event monitors and providing notice of permit conditions to event participants;
 - (d) Restrictions on the number and type of vehicles, animals or structures at the event, and the inspections and approval of floats, structures, and decorated vehicles for fire safety;
 - (e) Compliance with animal protection laws;
 - (f) Requirements for use of garbage containers, cleanup, and restoration of city property;
 - (g) Restrictions on the use of amplified sound and compliance with noise laws;
 - (h) Notice to residents and/or businesses regarding any activity which would require a street closure;
 - (i) Restrictions on the sale and/or consumption of alcohol;
 - (j) Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the city;

i The next line is modified to clarify overtime may be required.

- (k) Requirements regarding the use of city personnel and equipment, including any requirement for the event sponsor to pay for staff overtime;

i The next line is based on existing SMC 5.06.033:

- (l) Compliance of event signage with Chapter 17.110 SMC, Sign Standards.

i The following subsection was recommended by WCIA.

- (4) Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the event sponsor must agree to reimburse the City for any costs

incurred by it in repairing damage to City property. The event sponsor must agree to indemnify, defend and hold the City, its officers, employees, volunteers and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's sole negligence.

5.06.100 Denial—Criteria.

i Based on existing SMC 5.06.080.

- (1) An application for a special event permit may be denied for any of the following reasons:
 - (a) The event will disrupt traffic within the city of Stanwood beyond practical solution;
 - (b) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
 - (c) The event will interfere with access to emergency services;
 - (d) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
 - (e) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
 - (f) The application contains incomplete or false information;
 - (g) The applicant fails to provide proof of insurance;
 - (h) The applicant fails to obtain local, county, state, or federal permits as required;

i The following subsections were recommended by WCIA.

- (i) The applicant fails to complete the application or to supply other required information of documents or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
 - (j) The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
 - (k) The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public;
 - (l) There are not sufficient safety personnel or other necessary City staff to accommodate the event.
- (2) In the event paragraph (1)(j), (k), or (l) applies, the City must offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

5.06.110 Site restoration.

i Existing SMC 5.06.065.

- (1) Cleanup. The permittee is required to clean all permitted public properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee. The city may in its discretion require a cash cleanup deposit.

- (2) Damage to City Property. The city reserves the right to charge the event permittee the replacement cost for any documented damage to city property occurring during a special event. The city may in its discretion require a cash damage deposit.

5.06.120 Insurance required.

i Existing SMC 5.06.070. Amended per WCIA recommendation.

- (1) The applicant for a special event that does not involve the exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution is required to obtain and present evidence of insurance prior to permit issuance.
- (2) The City will determine the types and amounts of insurance required based on the risk exposure of the event.
- (3) A general liability insurance policy must be consistent with all of the following:
 - (a) be written on an occurrence form;
 - (b) name the City as an additional insured using an endorsement at least as broad as ISO additional endorsement form CG 20 26;
 - (c) be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer.
- (4) The applicant must provide the City and all additional insureds for this event with written notice of any policy cancellation within two business days of their receipt of such notice.
- (5) In circumstances posing a significantly high risk of liability, the city may, in its discretion, increase the minimum insurance requirements, and in circumstances posing a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements.

5.06.130 Revocation of special event permit.

i Based on existing SMC 5.06.090.

- (1) Any special event permit issued pursuant to this chapter may be revoked by the Director if the Director in consultation with the mayor determines that any of the following apply:
 - (a) That the special event cannot be conducted without violating the provisions of this chapter or the conditions of the special event permit;
 - (b) The special event is being conducted in violation of the provisions of this chapter or any condition of the special event permit;
 - (c) The special event poses a threat to the public health or safety;
 - (d) Conditions such as severe weather or other circumstances beyond the control of the city or the permittee have created or are likely to create conditions detrimental to the health and safety of the public or the event participants;
 - (e) The permittee has failed to obtain any other permit required by the city or pursuant to other local, state or federal law;
 - (f) The special event permit was issued in error or contrary to applicable law;
 - (g) The permittee has not paid all applicable city fees when due;

- (h) The participants in the special event are engaged in illegal activities.
- (2) Except as otherwise provided in this section, revocation of a special event permit must be in writing, must describe the reasons for the revocation and must be mailed, electronically transmitted, or hand-delivered to the permittee.
- (3) If there is an emergency requiring immediate revocation of a special event permit, the Director may verbally notify the permittee of the revocation and the reasons for the revocation, followed by written notice within 7 days.

5.06.140 Appeal.

i Based on existing SMC 5.06.100

- (1) An applicant may appeal any administrative denial or revocation of a special event permit to the city administrator. Any such appeal must:
 - (a) be in writing;
 - (b) specify the grounds for the appeal; and
 - (c) must be submitted to the city clerk within seven calendar days of the issuance of the permit denial or revocation.
- (2) An applicant may appeal the city administrator's denial of a special event permit to Snohomish County superior court. Any such appeal must be made within 21 calendar days of the permit denial.
- (3) No appeal is available for City denial of an application for city contribution under SMC 5.06.060.

5.06.150 Violation – Penalty.

i Based on existing SMC 5.06.110.

- (1) It is unlawful to sponsor, conduct, or operate a special event contrary to this chapter or contrary to the conditions of a special event permit, or for any participant in a special event to willfully and knowingly violate a condition of the special event permit.
- (2) Violation of this chapter is a Class 1 civil infraction and may also be enforced pursuant to SMC Title 13.

Chapter 5.08 Merchants without a Fixed Location

i This is a heavy rewrite of existing SMC Chapter 5.08 titled "Peddlers, Vendors and Temporary Merchants" to provide substantive rules for such vendors without the requirement for an additional permit (other than a city business license).

i New chapter title to better capture the intended purpose of the regulations.

5.08.010 Purpose

i New material.

The purpose of this chapter is to regulate vendors and other merchants without a fixed location that desire to operate in the City of Stanwood.

5.08.020 Applicability

i This section is a new organization of applicability rules from the existing chapter.

- (1) This chapter applies to merchants without a fixed location, such as door-to-door sales people, food trucks or other mobile or vehicle-based vending of merchandise, or temporary concessionaires.

i The following subsections are based on the exclusions in existing SMC 5.08.010 definition of "temporary merchant" or "concessionaire."

- (2) This chapter does not apply to:

- (a) merchants who operate within the City less than 1 day per year;
- (b) public officers selling property under authority of law and to persons selling property under court order;

i The next line is based on existing SMC 5.08.020(9):

- (c) special events, which are regulated by Chapter 5.06 SMC, but may apply to vendors operating at special events;

i The next line is based on existing SMC 5.08.030(8):

- (d) any farmer, gardener, or other person, who sells, delivers, or peddles any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced, or manufactured by such person;

i The following exclusion is based on the exclusions in existing SMC 5.08.010 definition of "Vending of food from a mobile unit."

- (e) deliveries of meals on wheels and food basket or hot food delivery, by churches or other not-for-profit charitable organizations, to the elderly, sick or physically challenged;

i Next line captures "newspapers," which was excluded from existing definition of peddler, and pizza deliveries, which was excluded from definition of "vending of food from a mobile unit."

- (f) deliveries of other services or merchandise arranged at a location not otherwise subject to this chapter, including delivery of newspapers and food pursuant to orders taken at an established place of business.

5.08.030 Definitions.

i Based on existing SMC 5.08.010. Deleted "peddler" as duplicative of "temporary merchant." Deleted "solicitor for profit," which was unused. Amended "vending of food from a mobile unit" to be broader than just food.

The following definitions apply to the terms used in this chapter:

"Temporary merchant" or "temporary concessionaire" means any person who sells, or offers for no charge, any goods, wares, merchandise, food or anything of value, from a location other than a permanent building they own or lease, including any person, either as agent or principal, who carries goods, wares, merchandise or food of whatever nature or description from house to house, building to building or upon any street, highway or

public place within the city for the purpose of selling such goods, wares or merchandise or solicits orders for the same.

“Permanent building” means a structure constructed on a permanent foundation, and hooked up to city water, sewer, and drainage, that have restrooms and washing areas.

“Solicit” and “solicitation” mean the request, directly or indirectly, for money, credit, property, financial assistance or other thing of value on the plea or representation that such will be used for a charitable purpose as hereafter defined. “Solicit” and “solicitation” includes the following methods of requests, collections, or receipts:

- (a) Any oral or written request;
- (b) The sale of, offer or attempt to sell any change, coupon, device, tag, emblem, ticket, book, card, magazine, membership, merchandise, subscription, advertising space or other thing in connection with which an appeal is made for a charitable purpose or any statement is made that the whole or any part of the proceeds from such sale will be donated to or will go to a charitable purpose.

“Vendor from a mobile unit” means a business that sells merchandise from a mobile unit traveling city streets for the purpose of selling merchandise.

5.08.040 Business License Required

i This section supplants the separate license requirement in existing SMC 5.08.020.

- (1) Per SMC Chapter 5.02, a City business license is required for any business to which this chapter applies.
- (2) An application for such a business license must include:

i The following is based on existing SMC 5.08.020(4) and (6):

- (a) a brief description of the nature and method of the business, and goods to be sold, or services solicited or provided;
- (b) if a vehicle is to be used, a description of the vehicle, the name of the person or company to whom the vehicle is registered, and the vehicle license number or other means of identification, and whether the vehicle is to be used to provide food;

i Next line based on existing SMC 5.08.070(2).

- (c) if a business intends to conduct business for more than one day at any one location, a site plan of the business location and such other plans or drawings as the city may require for approval;
- (d) if a business intends to conduct business on private property, other than door-to-door sales, written approval of the property owners.

5.08.050 General Requirements

- (1) Businesses to which this chapter applies must comply with the following:

i Next line based on existing SMC 5.08.070(1). Note difficulty for strict compliance for door-to-door salesmen.

- (a) No person may conduct business under this chapter on private property without written permission from the property owner, with the exception of door-to-door sales, which must respect all private "no trespassing" signs.

i Next sections are based on existing SMC 5.08.080:

- (b) The site of the business operation must be kept clean and orderly at all times and the business must provide a refuse container if their activities generates refuse.
- (c) If located on a sidewalk, a minimum usable and unimpaired sidewalk clearance of five feet must be maintained by any street vendor.
- (d) If located on a street, the operation must be oriented to the pedestrians on the sidewalk and not the vehicular traffic, if such exposure would interfere with the traffic flow.
- (e) If providing food, the operation must be properly licensed by the Snohomish County Health Department and the vehicle must be reviewed and approved by the fire marshal.
- (f) The business must comply with all parking requirements as listed in Chapter 17.105 SMC.
- (g) The business must comply with all city, county, state and federal regulations regarding food handling.
- (h) The business must comply with all applicable requirements of SMC Title 17, Zoning, especially regulations governing signs.

i The next line is based on existing SMC 5.08.030(6):

- (i) The business must obtain and retain a public liability and property damage insurance in the form and amounts recommended by the city's insurance provider.

i The next line is based on existing SMC 5.08.080(3):

- (2) The city reserves the right to limit the number of mobile vending sites allowed in any given area.

5.08.060 Additional Requirement for Mobile Vendors

i Based on existing SMC 5.08.040:

A vendor from a mobile unit:

- (1) may not place advertising on the street or sidewalk (all advertising must be on the mobile unit);
- (2) may not use radios or any other sound devices to attract public attention except in accordance with Chapter Title 7;
- (3) must provide, for public use, receptacles of adequate size on said unit for the deposit of refuse and recyclables;
- (4) must be 200 feet from a similar existing and stationary business;
- (5) must manage water, grey water, and black water consistent with applicable regulations.

5.08.070 Location Restrictions

i The next subsections are based on existing SMC 5.08.080(6-7):

- (1) Businesses to which this chapter applies are prohibited in the following locations:
 - (a) within the SR-532 right-of-way;
 - (b) parks, unless approved as part of a special event permit or as allowed in SMC Title 17, Zoning;
 - (c) any other location prohibited by SMC Title 17, Zoning.

i Next line is based on existing definition of "temporary merchant."

- (2) A temporary merchant may only operate up to 15 days per calendar year from each location, except from a permanent building they own or lease.

5.08.080 Business License—Revocation

i Based on existing SMC 5.08.060; this catch-all makes it unnecessary to list the various reasons for revocation in the existing section.

The business license for a business to which this chapter applies may be revoked per SMC 5.02.100 for any failure to comply with the requirements of this chapter.

5.08.090 Responsibilities.

i Based on existing SMC 5.08.090.

The issuance of a business license for a business regulated by this chapter does not relieve the licensee from securing any other license(s) required by state, federal, county or city law.

5.08.100 Penalty for violation.

i Revision of existing SMC 5.08.100 to civil infraction.

Violation of this chapter is a class 1 civil infraction and may also be enforced pursuant to SMC Title 13.

Chapter 5.12 Taxicabs

i Ride-share companies such as Uber and Lyft are now regulated by ESHB 2076 (2022), notably RCW Chapter 46.72B, which preempts local regulation of such "transportation network companies and drivers."

i This revision deletes the requirement for a local taxi license, relying instead on city business licensing and the state's licensing scheme in RCW Chapter 46.72. A taxicab operator will therefore need to obtain a taxicab license from the state rather than the city.

5.12.010 Purpose

The purpose of this chapter is to clarify applicability of business licenses to taxicabs. It is not the purpose of this chapter to supplant the state licensing requirement in RCW 46.72.020.

5.12.020 Applicability

This chapter applies to taxicabs and other for-hire cars per RCW 81.72, but not transportation network companies and drivers that are regulated by RCW 46.72B.

5.12.030 State and Local Licenses Required.

- (1) To operate a taxicab in the City of Stanwood, the following licenses are required:
 - (a) a state taxicab license per RCW 46.72.020; and
 - (b) a City of Stanwood business license.
- (2) To obtain a city business license, a taxicab operator must comply with all of the following:
 - (a) all drivers must be at least 21 years of age;
 - (b) all drivers must be duly licensed to drive a motor vehicle for hire under the laws of the state of Washington;
 - (c) only operate as a taxicab a vehicle in safe condition for use as such;
 - (d) fully comply with the requirements of RCW Chapter 46.72.

5.12.040 Business License—Revocation

The business license for a taxicab may be revoked per SMC 5.02.100 for any failure to comply with the requirements of this chapter.

Chapter 5.20 Cable System Regulations

i This chapter is existing SMC Chapter 5.20 with only a few changes to conform the chapter to the style guide.

5.20.010 Short title.

This chapter constitutes the “cable system regulations” of the city of Stanwood and may be referred to as such.

5.20.020 Definitions.

For the purposes of this chapter, the following words, terms, phrases, and their derivations have the meanings given herein:

“Affiliate,” when used in connection with the franchisee, means any person who owns or controls, is owned or controlled by, or is under common ownership or control with the franchisee.

“Applicant” means any person or entity that applies for an initial franchise.

“Cable Act” means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as any of them may be amended.

“Cable service” means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable system” means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video

programming and which is provided to multiple subscribers within a community, but such term does not include:

- (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (b) a facility that serves subscribers without using any public right-of-way;
- (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (d) an open video system that complies with federal statutes; or
- (e) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a portion of the frequency band capable of carrying a video programming service or combination of video programming services whether by analog or digital signal.

“Franchise” means an agreement that authorizes a person or entity to construct, operate, maintain or reconstruct a cable system. Upon the written acceptance by a franchisee, the agreement constitutes a contract between the city and franchisee.

“Franchisee” means the person, firm, corporation or entity to whom or which a franchise, as hereinabove defined, is granted by the city council under this chapter and the lawful successor, transferee or assignee of said person, firm, corporation or entity.

“Right-of-way” or “rights-of-way” means all of the following which have been dedicated or otherwise conveyed to the public or are hereafter dedicated or conveyed to the public whether in fee or as a right-of-way and maintained under public authority or by others and are located within the city: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property and areas.

“Subscriber” means any person who or which elects to subscribe to, for any purpose, cable service provided by a franchisee by means of or in connection with the cable system and whose premises are physically wired and lawfully activated to receive cable service from franchisee’s cable system.

5.20.030 Franchise grant.

- (1) It is unlawful to engage in or commence construction, operation, or maintenance of a cable system in the city without a franchise issued under this chapter.
- (2) The city council may, by ordinance, issue a nonexclusive franchise to construct, operate, and maintain a cable system within all or any portion of the city to any person or entity, whether operating under an existing franchise or not, who applies for authority to furnish cable service which complies with the terms and conditions of this chapter; provided that such person or entity also agrees to comply with all of the provisions of the franchise.
- (3) This authority may not be deemed to require the grant of a franchise to any particular person or entity.
- (4) The city council may restrict the number of franchisees if it determines such a restriction would be in the public interest.

5.20.040 Franchise purposes.

A franchise granted by the city under the provisions of this chapter must:

- (1) Permit the franchisee to engage in the business of operating a cable system and providing cable service within the city;

- (2) Permit the franchisee to erect, install, construct, repair, rebuild, reconstruct, replace, maintain and retain cable lines, related electronic equipment, supporting structures, appurtenances and other property in connection with the operation of the cable system in, on, over, under, upon, along and across rights-of-way within the city;
- (3) Permit the franchisee to maintain and operate said cable system for the origination, reception, transmission, amplification and distribution of cable television signals and for the delivery of cable service; and
- (4) Set forth the obligations of the franchisee under the franchise.

5.20.050 Nonexclusive franchise.

Any franchise granted pursuant to this chapter:

- (1) is nonexclusive;
- (2) must not preclude the city from granting other or future franchises or permits;
- (3) must not preclude the city from using any rights-of-way or other public properties and may not affect its jurisdiction over them or any part of them, or limit the full power of the city to make all necessary changes, as the city in its sole discretion decides, including the dedication, establishment, maintenance and improvements of all rights-of-way and thoroughfares and other public properties of any type.

5.20.060 Application.

- (1) An applicant for an initial franchise must submit to the city a written application in a format provided by the city, at the time and place specified by the city for accepting applications, and accompanied by the designated application fee. An application fee as set by resolution or as set forth in the city's adopted fee schedule must accompany the application to cover costs associated with processing the application, including, without limitation, costs of administrative review, financial, legal, and technical evaluation of the applicant, the costs of consultants, notice and publication requirements, and document preparation expenses. In the event such costs exceed the application fee, the applicant must pay the difference to the city within 30 days following receipt of an itemized statement of such costs. Conversely, if such costs are less than the application fee, the city must refund the difference to the applicant.
- (2) Application – Contents. An application for an initial franchise for a cable system must contain, at a minimum:
 - (a) A statement as to the proposed franchise and information relating to the characteristics and location of the proposed system;
 - (b) A resume of prior history of the applicant, including the expertise of the applicant in the cable system field;
 - (c) Information demonstrating the applicant's legal, technical and financial ability to construct and operate the proposed system;
 - (d) A list of the partners, general and limited, of the applicant, if a partnership, members, if a limited liability company, or the percentage of stock owned or controlled by each stockholder having a five percent or greater interest, if a corporation;
 - (e) A list of officers, directors and key employees of the applicant, together with a description of the background of all such persons;
 - (f) The names and addresses of any parent entity or subsidiary of the applicant or any other business entity owning or controlling the applicant in whole or in part, or owned or controlled in whole or in part by the applicant;
 - (g) A proposed construction and service schedule;

- (h) Any other reasonable information that the city may request.
- (3) The city must be allowed the opportunity to ask relevant follow-up questions and obtain further information from whatever source. A refusal by an applicant to cooperate or provide requested information is sufficient grounds for the city acting through its community development director or designee to deny an application.
- (4) Consideration of Initial Franchise.
 - (a) Upon receipt of an application for an initial franchise and after obtaining any additional information the city in its sole discretion deems appropriate from any source, a public hearing must be scheduled to allow public comment. At the public hearing, the city council may receive public comment regarding the following:
 - (i) Public Benefit. Whether the public will benefit from granting a franchise to the applicant;
 - (ii) Qualifications. Whether the applicant appears to have adequate legal, financial, and technical qualifications and capabilities to build, operate and maintain a cable system in the city;
 - (iii) No Conflicting Interests. Whether the applicant has any conflicting interests, either financial or commercial, that will be contrary to the interests of the city;
 - (iv) Compliance with the Franchise and Local Laws. Whether the applicant will comply with all of the terms and conditions placed upon a franchisee by the franchise, this chapter, and other applicable local laws and regulations;
 - (v) Compliance with Other Requirements. Whether the applicant will comply with all relevant federal and state laws and regulations pertaining to the construction, operation, and maintenance of the cable system.
- (5) Within 60 days after the close of the hearing, the city council must decide whether to grant a franchise and on what conditions. The city council's decision must be based upon the application, any additional information submitted by the applicant or obtained by the city from any source, and public comments. The city council may grant one or more franchises, or may decline to grant any franchise. Any final action must be taken in accordance with the requirements of RCW 35A.47.040.
- (6) The means, methods and processes for franchise renewal or franchise transfer must be set out in the franchise agreement subject to any applicable requirements of federal or state law.

5.20.070 Pole or conduit agreements – Regulatory permits – Right-of-way permits.

No franchise relieves the franchisee of any of its obligations to obtain:

- (1) pole or conduit agreements from any department of the city, any utility company, or from others maintaining facilities in the rights-of-way;
- (2) building or similar regulatory permits or approvals;
- (3) a right-of-way permit for construction within rights-of-way where applicable.

5.20.080 Other authorizations – Franchise.

Franchisee must comply with and obtain, at its own expense, all permits, licenses, and other authorizations required by federal, state, and local laws, rules, regulations and applicable resolutions and ordinances which are now existing or hereafter lawfully adopted. The provisions of this chapter do not limit or restrict the terms, conditions, or provisions the city may require in a franchise.

5.20.090 Rules and regulations of the city.

In addition to the inherent powers of the city to regulate and control any franchise it issues, the authority granted to it by the Cable Act, and those powers expressly reserved by the city, or agreed to and provided for in a franchise, the right and power is reserved by the city to promulgate such additional rules and regulations as it may find necessary in the exercise of its lawful powers and in furtherance of the terms and conditions of a franchise and this chapter, and as permitted by applicable state and federal law.

5.20.100 Applicability.

The provisions of this chapter apply to all franchisees and cable systems to the greatest extent permissible under applicable law.

Chapter 5.32 Sexually Oriented Businesses

- i** This chapter is existing SMC Chapter 5.32 without modification except for cross-references (where noted).
- i** This chapter contains a mix of zoning/development rules and non-development rules. Ideally, development code should all be contained within the proposed new unified development code title, which also could apply within the UGA, and non-development regulatory measures should be located here in Title 5 (and cannot be applied outside the city limits). Because the new unified development code title will be one of the last titles that the City adopts as part of this project, we propose only changes to correct cross-references in this chapter at this time, and queue the remainder of the chapter for a full rewrite concomitant with the unified development code, which would retain the substantive regulations in Title 5, but move the zoning overlay to Title 17.
- i** Existing SMC 5.32.270 regarding the duration of time of a suspension or a license, cross-referencing to 13.01.030(8), is deleted as unnecessary.

5.32.010 Purpose and intent.

It is the purpose of this chapter to regulate sexually oriented businesses and related activities to promote health, safety, morals, and general welfare of the citizens of the city of Stanwood, and to establish reasonable and uniform regulations to prevent the deleterious location of sexually oriented businesses within the city. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this chapter to restrict or deny access by adults to sexually oriented materials protected by the State or Federal Constitutions, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this chapter to condone or legitimize the distribution of obscene materials.

5.32.020 Definitions.

For the purposes of this chapter certain terms and words are defined as follows:

- (1) "Sexually oriented businesses" mean those businesses defined as follows:
 - (a) "Adult arcade" means an establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic or computer generated reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(b) "Adult bookstore", "adult novelty store", or "adult video store" means a commercial establishment which has as a significant or substantial portion of its stock-in-trade or a significant or substantial portion of its revenues or devotes a significant or substantial portion of its interior business or advertising to the sale or rental for any form of consideration, of any one or more of the following:

(i) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; or

(ii) An establishment may have other principal business purposes that do not involve the offering for sale or rental of materials depicting or describing "specified sexual activities" or "specified anatomical areas", and still be categorized as adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store, or adult video store so long as one of its principal business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe "specified anatomical areas" or "specified sexual activities";

(iii) Video stores that sell and/or rent only video tapes or other photographic or computer generated reproductions, and associated equipment shall come within this definition if 20 percent or more of its stock-in-trade or revenues comes from the rental or sale of video tapes or other photographic reproductions or associated equipment which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

(c) "Adult cabaret" means a nightclub, bar, restaurant, or similar commercial establishment, whether or not alcoholic beverages are served, which features: i) persons who appear nude or semi-nude; ii) live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or iii) films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(d) "Adult motel" means a hotel, motel, or similar commercial establishment which has the primary function of:

(i) Offering accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; and

(ii) Offering a sleeping room for rent for a period of time that is less than 20 hours; or

(iii) Allowing a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than 20 hours.

(e) "Adult motion picture theater" means a commercial establishment where films, motion pictures, video cassettes, slides, or similar photographic reproductions characterized by the depiction or description of "specified anatomical areas" or "specified sexual activities" are regularly shown for any form of consideration.

(f) "Adult theater" means a theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features persons who appear nude or semi-nude, or live performances which are characterized by the exposure of "specified anatomical areas" or "specified sexual activities."

(g) "Escort agency" means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(h) "Nude or semi-nude model studio" mean any place where a person, who appears nude or semi-nude or displays "specified anatomical areas", is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons.

(i) "City" means the city of Stanwood, Washington.

- (j) "Clerk" means the city clerk, or designee.
- (k) "Employee" means any and all persons, including managers, entertainers, and independent contractors who work in or at or render any services directly related to the operation of any business offering adult entertainment, adult theater, or adult use establishments, whether or not such person is paid compensation by the operator of said business.
- (l) "Entertainer" means any person who provides sexually oriented entertainment in an adult cabaret whether or not an employee of the operator and whether or not a fee is charged or accepted for such entertainment.
- (m) "Manager" means any person who manages, directs, administers, or is in charge of, the affairs and/or the conduct of an adult cabaret.
- (n) "Escort" means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.
- (o) "Establishment" means and includes any of the following:
- (i) The opening or commencement of any sexually oriented business as a new business; or
 - (ii) The conversion of an existing business, whether or not a sexually oriented businesses, to any sexually oriented businesses defined herein;
 - (iii) The addition of any of the sexually oriented businesses defined herein to any other existing sexually oriented business; or
 - (iv) The relocation of any such sexually oriented business.
- (p) "Nude or state of nudity" means the appearance of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast.
- (q) "Operator" means and includes the owner, permit holder, custodian, manager, operator, or person in charge of any permitted or licensed premises.
- (r) "Permitted and/or licensed premises" means any premises that requires a license and/or permit and that is classified as a sexually oriented business.
- (s) "Permittee and/or licensee" shall mean a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.
- (t) "Person" means any individual, firm, joint venture, copartnership, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver or any other group or combination acting as a unit.
- (u) "Semi-nude" means a state of dress in which clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.
- (v) "Sexually oriented business" means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motion picture theater, adult theater, sexual encounter establishment, semi-nude model studio, escort agency, or adult motel.
- (w) "Specified anatomical areas" mean and include any of the following:
- (i) Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of areolae; or
 - (ii) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

- (x) "Specified criminal acts" mean any conviction or acts which are sexual crimes against children, sexual abuse, rape or crimes connected with another sexually oriented business, including but not limited to, distribution of obscenity or material harmful to minors, prostitution or pandering.
- (y) "Specified sexual activities" mean and include any of the following:
- (i) The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; or
 - (ii) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or
 - (iii) Masturbation, actual or simulated; or
 - (iv) Human genitals in a state of sexual stimulation, arousal or tumescence; or
 - (v) Excretory functions as part of or in connection with any of the activities set forth in subsections (y)(i) through (iv) of this section.
- (z) "Sexually oriented entertainment" means a live performance at an adult cabaret which is characterized by the performer's exposure of "specified anatomical areas."
- (aa) "Transfer of ownership or control of a sexually oriented business" means and includes any of the following:
- (i) The sale, lease or sublease of the business; or
 - (ii) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or
 - (iii) The establishment of a trust, gift or other similar legal devise which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of a person possessing the ownership or control.
- (bb) "Youth-oriented business or activity" means a business utilizing a permanent building or facility where children under the age of 18 years are invited onto the business premises in conjunction with such business activity and at least 50 percent of the business revenue is generated from their patronage.

5.32.030 Sexually oriented business overlay zone created.

There is hereby created a sexually oriented business overlay zone within such geographical areas of the city as are identified on the official city zoning map of the city. The boundaries of such sexually oriented business overlay zone are further identified and depicted on Exhibit A1, attached to the ordinance codified in this chapter and by this reference incorporated herein. Sexually oriented businesses as defined herein may only locate within the sexually oriented businesses overlay zone above described; provided, however, even within such zone a sexually oriented business shall not locate within a distance of 100 feet of an existing youth-oriented business or activity; within 100 feet of any residential zone or any single or multiple family use; within 100 feet of any public park; within 100 feet of any church or other religious facilities or institution including public or private schools. Such distance shall be measured in a straight line from the nearest property line of the existing youth-oriented business to the nearest property line of the site upon which the proposed sexually oriented business proposes to locate.

1 Code reviser's note: Exhibit A is on file in the clerk's office.

5.32.040 Prohibition.

For the reasons stated in the recitals and SMC 5.32.010, a person shall not use any property or premises for a sexually oriented business within the city of Stanwood except within the sexually oriented business overlay zone established by this chapter, and then only subject to all regulations and conditions enumerated herein.

5.32.050 Regulated uses.

The following sexually oriented businesses are subject to the provisions of SMC 5.32.030 and all other regulations contained in this chapter:

- (1) Adult arcade;
- (2) Adult bookstore, adult novelty store, or adult video store;
- (3) Adult cabaret;
- (4) Adult motion picture;
- (5) Adult theater;
- (6) Nude/semi-nude model studio;
- (7) Escort agency;
- (8) Adult motel/hotel.

5.32.060 Sexually oriented business permit required.

(1) No sexually oriented business shall be permitted to operate without a valid sexually oriented business permit, issued by the city for the particular type of business. It shall be unlawful and a person commits a misdemeanor if he/she operates or causes to be operated a sexually oriented business without said permit.

(2) The city clerk or his/her designee is responsible for granting, denying, revoking, renewing, suspending, and canceling sexually oriented business permits and licenses. The planning director or his/her designee are responsible for ascertaining whether a proposed sexually oriented business for which a permit and/or license is being applied for complies with all requirements enumerated herein and all other applicable zoning laws and/or regulations now in effect or as amended or enacted subsequent to the effective date of the ordinance codified in this chapter.

(3) An application for a sexually oriented business permit shall be made on a form provided by the city. Any person desiring to operate a sexually oriented business shall file with the city clerk an original and two copies of a sworn permit application on the application form supplied by the city.

(4) The completed application shall contain the following information and shall be accompanied by the following documents:

(a) If the applicant is:

(i) An individual, he/she shall state their legal name and any aliases or previous married names and submit satisfactory proof that he/she is at least 18 years of age;

(ii) A partnership, the partnership shall state its complete name, and the names of all partners, and include their dates of birth, and partnership agreement, if applicable;

(iii) A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of Washington, the names and capacity of all officers, directors and shareholders, the name of the registered corporate agent, and the address of the registered office for service of process;

(iv) As a part of the application process, every officer, director, or shareholder, as defined above, shall provide the city clerk with an affidavit attesting to their identity and relationship to the corporation.

(b) Whether the applicant or any other individuals listed pursuant to subsections (4)(a)(ii) and (iii) above within a two-year period immediately preceding the date of the application has been convicted of a specified criminal act and, if so, the specified criminal act involved, the date of conviction, and the place of conviction.

- (c) Whether the applicant or any of the other individuals listed pursuant to this chapter has had a previous permit or license under this chapter or other similar ordinances from another city or county denied, suspended, or revoked, including the name and location of the sexually oriented business for which the permit or license was denied, suspended, or revoked, as well as the date of the denial, suspension, or revocation.
- (d) Whether the applicant or any other individual listed pursuant to this chapter holds any other permits and/or licenses under this chapter, et seq., or other similar sexually oriented business ordinance from another city or county and, if so, the names and locations of such other permitted businesses.
- (e) The single classification of permit for which the applicant is filing.
- (f) The location of the proposed sexually oriented business, including a legal description of the property, street address, and telephone number(s), if any.
- (g) The applicant's mailing address and residential address.
- (h) Two two-inch by two-inch black and white photographs of the applicant(s), including all shareholders/partners, taken within six months of the date of the application, showing only the full face of the applicant(s). The photographs shall be provided at the applicant's expense. The license, when issued, shall have affixed to it one such photograph of the applicant.
- (i) The applicant(s) including all shareholders/partners, shall provide driver's license number, social security number, and or his/her state or federally issued tax identification number.
- (j) Each application shall be accompanied by a complete set of fingerprints of each person required to be included in the application, including all shareholders/partners as defined above, utilizing fingerprint forms as prescribed by the chief of police. Application shall be made for annual permit before January 1st of each year.
- (k) In the case of an adult cabaret, a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
- (l) Applicants for a permit and/or license under this chapter shall have a continuing duty to promptly supplement application information required in the event that said information changes in any way from what is stated on the application. The failure to comply with said continuing duty within 30 days from the date of such change by supplementing the application on file with the city clerk or his/her designee, shall be grounds for suspension of a permit and/or license.
- (m) In the event the city clerk or his/her designee determines or learns at any time that the applicant has improperly completed the application for a proposed sexually oriented business permit or license, he/she shall promptly notify the applicant of such fact and allow the applicant 10 days to properly complete the application. (The time period for granting or denying a permit shall be stayed during the period in which the applicant is allowed an opportunity to properly complete the application.)
- (n) The applicant must be qualified according to the provisions of this chapter, must have a current city business license, and the premises must be inspected and found to be in compliance with health, fire, and building codes of the city.
- (o) The applicant shall be required to pay a nonrefundable application fee as listed in SMC 3.30.110 at the time of filing an application under this chapter. Note: this is a processing fee. License fees shall also be required in the event the application is approved.
- (p) The fact that a person possesses other types of state or city permits and/or licenses does not exempt him/her from the requirement of obtaining a sexually oriented business permit.

(q) The application form for licenses and permits issued under this chapter shall contain a provision providing that under penalty of perjury the applicant verifies that the information contained therein is true to the best of their knowledge.

5.32.070 Investigation and application.

(1) Upon receipt of an application properly filed with the city clerk and upon payment of the nonrefundable application fee, the city clerk or his/her designee shall immediately stamp the application as received and shall immediately thereafter send photocopies of the application to other city departments or other agencies responsible for enforcement of health, fire, and building codes and laws. Each department or agency shall promptly conduct an investigation of the applicant's application and the proposed sexually oriented business. Said investigation shall be completed within 60 working days of receipt of the application by the city clerk or his/her designee. At the conclusion of its investigation, each department or agency shall indicate on the photocopy of the application its recommendation as to approval or disapproval of the application, date it, sign it, and in the event it recommends disapproval, state the specific reasons therefor citing applicable laws or regulations.

(2) A department or agency shall recommend disapproval of an application if it finds that the proposed sexually oriented business will be in violation of any provision of any statute, code, ordinance, regulation or other law in effect in the city. After its indication of approval or disapproval, each department or agency shall immediately return the photocopy of the application to the city clerk or his/her designee.

5.32.080 Issuance of permit.

(1) The city clerk or his/her designee shall grant or deny an application for a permit within 60 days from the date of its proper filing. Upon the expiration of the sixtieth day, unless the applicant requests and is granted a reasonable extension of time, the applicant shall be permitted to begin operating the business for which the permit is sought, unless and until the city or its designee notifies the applicant of a denial of the application and states the reason(s) for that denial.

(2) Grant of Application for Permit.

(a) The city clerk or his/her designee shall grant the application unless one or more of the criteria set forth in subsection (2)(C) below (Denial of Application for Permit) is present.

(b) The permit, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the sexually oriented business. The permit shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it can be easily read at any time.

(c) Denial of Application for Permit. The city clerk or his/her designee shall deny the application for any of the following reasons:

(i) An applicant is under 18 years of age.

(ii) An applicant is overdue on his/her payment to the city of taxes, fees, fines, or penalties assessed against him/her or imposed upon him/her in relation to a sexually oriented business.

(iii) An applicant has failed to provide information required by this chapter or permit application for the issuance of the permit or has falsely answered a question or request for information on the application form.

(iv) The applicant has failed to comply with any provision or requirement of this chapter.

5.32.090 Licenses required for sexually oriented business – Fees.

i Updated to reference the City's consolidated fee schedule.

- (1) No sexually oriented business shall be operated or maintained in the city of Stanwood unless the owner or operator has obtained a sexually oriented business permit as set forth above, and the applicable licenses from the city clerk. For adult cabarets the required license shall be the adult cabaret license set forth in subsection (2) below. It is unlawful for any entertainer, employee, or operator to knowingly work in or about or knowingly perform any service directly related to the operation of an unlicensed adult cabaret business.
- (2) The annual fee for an adult cabaret business license shall be as noted in the City's consolidated fee schedule. This amount shall be used for the cost of administration of this chapter.
- (3) The annual license fee for all other sexually oriented businesses described in SMC 5.32.050 shall be as noted in the City's consolidated fee schedule. This amount shall be used for the cost of administration of this chapter.
- (4) The above referenced licenses expires annually on December 31st and must be renewed by January 1st.
- (5) In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.
- (6) The applicant must be 18 years of age or older.

5.32.100 License for managers and entertainers of adult cabarets required – Fee.

- (1) No person shall work as a manager or entertainer at an adult cabaret without having first obtained an entertainer's or manager's license from the city clerk. Each such applicant shall not be required to obtain a sexually oriented business permit, but shall complete an application containing the information identified in SMC 5.32.060(4) and the same procedures shall be followed as set forth in SMC 5.32.070 and 5.32.080. A nonrefundable processing fee as noted in the City's consolidated fee schedule shall accompany the application.
- (2) The annual fee for such a license shall be as noted in SMC 3.30.110. This amount shall be used for the cost of administration of this chapter.
- (3) This license expires annually on December 31st and must be renewed by January 1st.
- (4) In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.
- (5) The applicant must be 18 years of age or older.

5.32.110 Licenses for models and escorts.

No person shall work as a model at a nude or semi-nude model studio or as an escort as defined herein without having first obtained a model or escort license from the city clerk.

- (1) Each such applicant shall not be required to obtain a sexually oriented business permit, but shall complete an application containing the information identified in SMC 5.32.060(4) and the same procedures shall be followed as set forth in SMC 5.32.070 and 5.32.080. A nonrefundable processing fee as noted in the City's consolidated fee schedule shall accompany the application.
- (2) The annual fee for such a license shall be as noted in the City's consolidated fee schedule. This amount shall be used for the cost of administration of this chapter.
- (3) This license expires annually on December 31st and must be renewed by January 1st.

(4) In cases where the license becomes effective on a date other than January 1st, the license fee shall be prorated on a quarterly basis. The cost thereof shall be computed by prorating the annual fee on a quarterly basis rounded back to the beginning of the quarter in which the license is to be issued.

(5) The applicant must be 18 years of age or older.

5.32.120 Due date for license fees.

All licenses required by this chapter must be issued and the applicable fees paid to the city clerk at least 14 calendar days before commencing work at a sexually oriented business. The sexually oriented business permit required by SMC 5.32.060 must only be renewed based on changed circumstances as set forth in SMC 5.32.060(4)(I).

5.32.130 Manager on premises.

(1) A licensed manager shall be on duty at an adult cabaret business premises at all times.

(2) The licensed manager on duty shall not be an entertainer.

(3) It shall be the responsibility of the manager to verify that any entertainer who works or appears within the premises possesses a current and valid entertainer's license posted in the manner required by this chapter.

5.32.140 License nontransferable.

No license or permit issued pursuant to this chapter shall be transferable.

5.32.150 License – Posting and display.

(1) Every entertainer shall post his or her license in his or her work area so that it is readily available for public inspection.

(2) Every person, corporation, partnership, or association licensed under this chapter shall display its license in a prominent place within the establishment. In the case of adult cabarets, the name of the manager on duty shall be prominently posted during business hours.

5.32.160 Specifications – Adult cabarets.

(1) Separation of Sexually Oriented Adult Entertainment Performance Area. The portion of the adult cabaret premises in which sexually oriented adult entertainment is performed shall be a stage or platform that is separated from all patron seating areas in the following ways:

(a) Be at least 24 inches in elevation above; and

(b) Be separated by a distance of at least 10 feet; and

(c) Have a continuous railing at least three feet in height, extending from the floor, and located at least 10 feet from all points of the sexually oriented adult entertainment performance area.

(2) Lighting. Sufficient lighting shall be provided and equally distributed in and about the parts of the premises which are open to and used by patrons so that all objects are plainly visible at all times, and so that on any part of the premises which are open to and used by patrons a program, menu, or list printed in eight point type will be readable.

(3) Submittal of Plans. Building plans showing conformance with the requirements of this chapter shall be included with any application for an adult cabaret business license.

5.32.170 Standards of conduct and operation applicable to adult cabarets.

(1) Standards for Patrons, Employees and Entertainers. The following standards of conduct must be adhered to by patrons, entertainers and/or employees of adult cabarets at all times:

- (a) No employee or entertainer shall appear nude or semi-nude on any part of the premises open to view of members of the public, except on or in the entertainment performance area described in SMC 5.32.160(1).
- (b) No patron or customer shall go into or upon the adult entertainment performance area described in SMC 5.32.160(1) while sexually oriented entertainment is being performed.
- (c) No member of the public or employee or entertainer shall allow, encourage, or knowingly permit any person upon the premises to touch, caress, or fondle the breasts, buttocks, anus, pubic area, or genitals of any other person.
- (d) No member of the public or employee or entertainer shall allow, encourage, or permit physical contact between an employee or entertainer and any member of the public, which contact is intended to arouse or excite sexual desires.
- (e) No employee or entertainer shall perform acts of or acts which simulate:
 - (i) Sexual intercourse, masturbation, bestiality, sodomy, oral copulation, flagellation, or any sexual acts which are prohibited by law; or
 - (ii) The touching, caressing, or fondling of the breasts, buttocks, pubic area, or genitals.
- (f) No employee or entertainer shall use artificial devices or inanimate objects to depict any of the prohibited activities described in this subsection.
- (g) No entertainer of an adult cabaret shall be visible from any public place outside the premises during the actual or apparent hours of his or her employment or performance on the premises.
- (h) No entertainer employed or otherwise working at an adult cabaret shall solicit, demand, accept, or receive any gratuity or other payment from a patron, customer, or member of the public.
- (i) No customer or patron of an adult cabaret shall give or otherwise provide an entertainer with a gratuity or other payment.
- (j) Signs in lettering at least three-quarters inch high shall be conspicuously displayed in the public area of the establishment stating the following:

THIS ADULT CABARET IS REGULATED BY THE CITY OF STANWOOD. ENTERTAINERS ARE:

- (i) Not permitted to engage in any type of sexual conduct;
- (ii) Not permitted to appear nude or semi-nude, except on stage;
- (iii) Not permitted to dance or model where patrons are congregated;
- (iv) Not permitted to solicit, demand, accept, or receive any gratuity or other payment from a patron.

(2) Standards for Owner or Operator of Adult Cabarets. At any adult cabaret where live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities" are provided the following are required:

- (a) Admission must be restricted to persons of the age of 18 years or more; and
- (b) Sufficient lighting shall be provided and equally distributed in and about the parts of the premises which are open to and used by patrons so that all objects are plainly visible at all times, and so that on any part of the premises which are open to and used by patrons a program, menu, or list printed in eight point type will be readable.

5.32.180 Regulations applicable to adult arcades.

All adult bookstores, adult novelty stores, or adult video stores having facilities for customer's viewing of depictions of human nudity and/or sexual conduct of any nature, including depictions of specified sexual activities, shall comply with the following regulations:

- (1) The viewing areas within the sexually oriented viewing booth premises shall be visible from a continuous main aisle and shall not be obscured by any curtain, door, wall or other enclosure. As used in this chapter "viewing area" means the area where a patron or customer would ordinarily be positioned while watching a film, video or other viewing device.
- (2) The licensee shall not permit any doors to public areas on the premises to be locked during business hours in compliance with the applicable provision of the city of Stanwood Building Code, Uniform Fire Code, and National Fire Protection Association Code.
- (3) A sexually oriented adult viewing booth operator must, at all times when the premises are open or when any member of the public is permitted to enter and remain there, maintain sufficient lighting to provide equally distributed illumination about all parts of the premises which are open to and used by patrons so that objects are plainly visible at all times, and so that on any part of the premises which are open to and used by patrons a program, menu, or list printed in eight point type will be readable.
- (4) The licensee shall not permit more than one person to occupy a sexually oriented adult arcade station or viewing booth at any time and public notices to this effect shall at all times be conspicuously posted and maintained on the sexually oriented adult arcade premises.
- (5) There must be at least one employee on duty and situated in the public room adjacent to the sexually oriented adult arcade stations or viewing booths at all times that any patron, member, or customer is present inside the premises.
- (6) There must be permanently posted and maintained in at least two conspicuous locations on the interior of every sexually oriented adult arcade premises a sign stating substantially the following:

Occupancy of any station or viewing booth is at all times limited to one person. There may be no acts of lewd or obscene conduct in the stations or viewing booths or on the premises. Violators are subject to criminal prosecution.

Each sign must be conspicuously posted and not screened from the patron's view. The letters must be on a contrasting background and shall be no smaller than three-quarters inch in height.
- (7) The premises must be equipped with overhead lighting fixtures of sufficient intensity to maintain sufficient lighting that provides equally distributed illumination about all parts of the premises which are open to and used by patrons so that objects are plainly visible at all times, and so that on any part of the premises which are open to and used by patrons a program, menu, or list printed in eight point type can be read.
- (8) Doors to areas on the premises which are available for use by persons other than the owner, manager, operator or their agents or employees may not be locked during business hours.
- (9) The unobstructed view into the sexually oriented adult arcade viewing booths or stations from the adjacent public room by direct line of sight must remain unobstructed by any doors, walls, merchandise, display racks or other materials at all times.
- (10) No patron, member, or customer is permitted access to any area of the premises which has been designated as an area in which patrons, members or customers will not be permitted.
- (11) No sexually oriented adult arcade viewing booth or station may be occupied by more than one person at any time.
- (12) There may be no acts of lewd or obscene conduct in the sexually oriented adult arcade stations or viewing booths or on the premises.

- (13) No person may operate or maintain any warning system or device, of any nature or kind, for the purpose of warning or aiding and abetting the warning of patrons, members, customers or any other persons occupying sexually oriented adult arcade stations or viewing booths located on the premises that police officers or city health, fire, licensing or building inspectors are approaching or have entered the premises.
- (14) No person under the age of 18 years of age may be on or within a sexually oriented adult arcade booth premises whether as a patron, member, customer, agent, employee or independent contractor.
- (15) Premises. Restrooms may not contain video reproduction equipment.
- (16) Steps Risers. No steps or risers are allowed in any sexually oriented adult arcade viewing booth or station.
- (17) Seating. No sexually oriented adult arcade station or viewing booth shall have more than one stool type seat. In order to prevent obscuring the occupant of a sexually oriented adult arcade station or viewing booth from view, no stool for seating within a sexually oriented adult arcade station or viewing booth shall have any seatback or sides. The seat cannot be positioned behind the doorway so that the occupant sits with his or her back to the door.
- (18) Ventilation and Other Holes. All ventilation devices between the sexually oriented adult arcade viewing booths must be covered by a permanently affixed ventilation cover. Ventilation holes may only be located one foot from the top of the viewing booth walls or one foot from the bottom of the viewing booth walls. There may not be any other holes or openings between the viewing booths.

5.32.190 Regulations applicable to video stores not qualifying as sexually oriented businesses.

Video stores that sell or otherwise distribute films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or description of specified sexual activities or specified anatomical areas, and less than 20 percent of their stock-in-trade or revenues comes from the rental or sale of such items shall be subject to the following regulations:

- (1) All such items as are described above shall be physically segregated and closed off from other portions of the store such that these items are not visible and/or accessible from other portions of the store.
- (2) No advertising for such items shall be posted or otherwise visible, except where such items are authorized for display.
- (3) Signs readable at a distance of 20 feet shall be posted at the entrance to the area where such items are displayed stating that persons under the age of 18 are not allowed access to the area where such items are displayed.
- (4) The manager or attendant shall take reasonable steps to monitor the area where such items are displayed to insure that persons under 18 years of age do not access the age-restricted area.
- (5) Rental or sale of obscene material (as defined by state law) or material harmful to minors (as defined by state law) to persons under 18 years of age is prohibited.
- (6) Employees of such video stores shall check identification of persons appearing to be 18 or under to insure that such items are not rented or sold to persons under the age of 18.

5.32.200 Exemptions.

It is a defense to prosecution under this chapter that a person appearing in a state of nudity or semi-nudity did so in a modeling class operated by:

- (1) A proprietary school, licensed by the state of Washington; a college, junior college, or university supported entirely or partly by taxation;
- (2) A private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

(3) The modeling of clothing or lingerie in a full-service restaurant where no consideration is charged, whether directly or indirectly, and specified anatomical areas are not exposed by the model.

5.32.210 License – Name of business and place of business.

No person granted a permit and/or license pursuant to this chapter shall operate a sexually oriented business under a name not specified in his/her license, nor shall he/she conduct business under any designation or at a location not specified in his/her permit and/or license.

5.32.220 Inspections.

(1) All books and records required to be kept pursuant to this chapter shall be open to inspection by the police chief of the city of Stanwood during the hours when the licensed premises is open for business upon two days' written notice to the licensee. The purpose of such inspection shall be to determine if the books and records meet the requirements of this chapter.

(2) The licensed premises shall be (as an implied condition of receiving a sexually oriented business permit and/or license) open to inspection by the police chief during the hours when the sexually oriented business premises is open for business. The purpose of such inspection shall be to determine if the licensed premises is operated in accordance with the requirements of this chapter. It is hereby expressly declared that unannounced inspections are necessary to insure compliance with this chapter.

5.32.230 Hours of operation.

It is unlawful for any sexually oriented business premises, except adult motels, to be conducted, operated, or otherwise open to the public between the hours of 2:00 a.m. and 11:30 a.m.

5.32.240 Record-keeping requirements.

(1) Within 30 days following each calendar quarter, each sexually oriented business licensee shall file with the city clerk a verified report showing the licensee's gross receipts and amounts paid to entertainers, models, or escorts, if applicable, for the preceding calendar year.

(2) Each sexually oriented business licensee shall maintain and retain for a period of two years beyond the last date of employment, the full name, date of birth, address, age and driver's license number of all persons employed or otherwise retained as entertainers, models, and escorts by the licensee.

5.32.250 Procedure for appealing a license/permit denial.

(1) When the city clerk refuses to grant a license or permit, he/she shall notify the applicant in writing of the same, describing the reasons therefor, and shall inform the applicant of his right to appeal to the city council within 10 days of the date of the written notice by filing a written notice of appeal with the city clerk containing a statement of the specific reasons for the appeal and a statement of the relief requested.

(2) Within 10 days of receiving a timely appeal, the city clerk shall forward the administrative record of the licensing decision to the city council.

(3) Once the applicant has appealed the city clerk's decision, the city council shall review the administrative record at the next regularly scheduled meeting for which proper notice can be given. Written notice of the date and time of the scheduled meeting will be given to the applicant by the city clerk-treasurer by mailing the same, postage prepaid, to the applicant at the address shown on the license or permit application.

(4) The applicant and city clerk or his/her representative shall be given an opportunity to argue the merits of the appeal before the city council. Oral argument by each party shall not exceed 20 minutes and shall be limited to the administrative record before the council. New evidence shall not be presented by the parties or accepted by the council.

(5) The city council shall uphold the city clerk's decision unless it finds the decision is not supported by substantial evidence in the administrative record. The applicant shall bear the burden of proof.

(6) The city council shall issue a written decision within 10 days of hearing the appeal. The council may uphold the city clerk's decision and deny the permit, overrule the city clerk's decision and grant the permit, or remand the matter to the city clerk for further review and action. The city clerk shall complete further action or review within 30 days of receiving the remand.

(7) Appeal to the city council shall constitute final administrative review.

5.32.260 Suspension or revocation of license or permit procedures – Appeal.

i Updated to reflect changes to SMC Title 13.

License suspension and/or revocation and appeal therefrom shall be done in accordance with SMC 13.01.030(8). (Ord. 1112 § 2, 2001; Ord. 930, 1996).

5.32.280 Adult bookstores not incorporating arcade uses.

Adult bookstores, adult novelty stores, or adult video stores not including or incorporating into the business conduct those activities described in the definition of "adult arcade," may locate or continue to operate within commercial zones of the city, as well as the sexually oriented business overlay zone; provided, however, such businesses locating within a commercial zone shall be subject to the following additional requirements: No building or structure used for an adult bookstore, adult novelty store, or adult video store as defined herein shall locate closer than 1,200 feet from any other building or structure used for such purpose, nor shall such a business locate within 600 feet of an existing church or school building, as measured in all compass directions from the exterior wall of the existing building to the closest property line of the subject building.

5.32.290 Building facade.

All sexually oriented business building facades, exteriors, and exits must be indistinguishable from surrounding buildings. Illustrations depicting partially or totally nude males and/or females shall not be posted or painted on any exterior wall of a building used for a sexually oriented business, or on any door or apparatus attached to such building.

5.32.300 Signs.

Signs shall be permitted as allowed in accordance with Chapter 17.110 SMC.

5.32.310 Parking and lighting regulations.

On-site parking shall be required and regulated in accordance with Chapter 17.105 SMC, and in addition shall meet the following requirements:

(1) All on-site parking areas and premises entries of sexually oriented businesses shall be illuminated from dusk until one hour past closing hours of operation with a lighting system that will provide adequate illumination and visibility on the parking surface and/or walkways. An on-premises exterior lighting plan shall be presented to the city building department for approval prior to the operation of any sexually oriented business.

(2) All parking must be visible from the fronting street. Access to the exterior rear of the building shall be denied to any persons other than employees and public officials during the performance of their respective duties and tasks by means of fencing as approved by the city building department.

5.32.320 Number of permitted uses per structure.

There shall be no more than one sexually oriented business operating in the same building, structure, or portion thereof. In addition there shall be no other nonsexually oriented business operating in the same building, structure, or portion thereof in which a sexually oriented business is currently operating.

5.32.330 Severability.

If any portion of this chapter as now or hereafter amended, or its application to any person or circumstance is held invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole, or any section, provision, or part thereof not adjudged to be invalid or unconstitutional, and its application to other persons or circumstances shall not be affected. Any ordinance or regulation in conflict with this chapter is hereby repealed.

5.32.340 Limitation of liability.

None of the provisions of this chapter are intended to create a cause of action or provide the basis for a claim against the city, its officials, or employees for the performance or the failure to perform a duty or obligation running to a specific individual or specific individuals. Any duty or obligation created herein is intended to be a general duty or obligation running in favor of the general public.

5.32.350 Penalties for violation.

i Updated to reflect changes in proposed amendments to Title 13.

Violation of this chapter is a Class 1 civil infraction and may also be enforced pursuant to SMC Title 13.

5.32.360 Public nuisance – Injunctions.

Any sexually oriented businesses in violation of this chapter shall be deemed a public nuisance, which, in addition to all other remedies, may be abated by injunctive relief.

5.32.370 Moral nuisances.

Chapter 7.48 RCW pertaining to moral nuisances is hereby adopted by reference.

5.32.380 Effective date.

The ordinance codified in this chapter shall be in full force and effect five days after its passage and publication as provided by law.



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 11f
DATE: September 14, 2023
SUBJECT: Information Technology Service Contract Renewal -
Snohomish County IT Department
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A—ILA-Network, Internet &GIS Support Services
B—Snohomish County IT Customer List
C—Snohomish County IT Service Catalog

ISSUE

The issue before the City Council is whether to renew the Information Service and Equipment Maintenance contract with Snohomish County Information Technology Department.

RECOMMENDATION

Staff Recommends the city council to authorize the mayor to renew the IT Services & Equipment Maintenance Contract with Snohomish County IT.

SUMMARY STATEMENT

The city's Interlocal Agreement for IT Services expires December 23, 2023. Staff has considered alternatives, including providing IT in-house, or attempting to competitively seek an alternative (private sector) contractor. The city has benefitted from its partnership with the county, receiving the same level of service and support as county departments on a cost-recovery basis.

DISCUSSION

The city has contracted with Snohomish County Information Technology Dept. for IT and telephone services and equipment maintenance since 2006. The county pricing model charges the city at the nearly same cost recovery rates as county departments, in fact it is partly discounted as the city does not use certain county enterprise applications. The Snohomish County IT Department currently provides services to an impressive list of external customers (See Attachment A). Note the county also provides service to our Police Department, which allows easy coordination of services and maintenance.

City staff compared service models with neighboring cities and noted the cost to provide IT service in-house would include recruitment and hiring of a minimum of two FTE's, in addition to purchasing equipment, licensing, training costs and development of policies and procedures. The two-person IT function would also require the support of professional service providers for network architecture and engineering and information security. In discussing this with peer cities, staff heard they have difficulty filling these positions. Contracting out for complete IT service to a large fully staffed department allows city staff to focus on their primary functions. The county IT department has 35 employees devoted to customer and workstation support. One example of the value provided by the county department is a help desk staffed 12 hours each business day.

In addition to the depth of employee support the department also offers a breadth of experience, including development and design, and procurement/implementation of system upgrades. In 2023, Snohomish County IT won fifth place national award by Digital Counties based on survey by the National Association of Counties, with focus on the best technology practices among U.S. counties, including initiatives that streamline delivery of government services; provide data analytics to allow decisions based on performance and outcomes; enhance cybersecurity; and apply innovative and emerging technologies to county priorities.

It is very important to note that the annualized cost of service per user incorporates equipment replacement on a scheduled frequency; i.e., the city does not incur capital costs for replacement of county-provided network servers, user equipment or software. The breadth of services and systems provided under this agreement is impressive and is illustrated in the department's catalog of services (Attachment B).

Beginning in 2020, the city began collaborating with the county IT Geographic Information Systems (GIS) group to obtain maps on a per hour basis. Recently, the Community Development department has obtained GIS software licenses with plans to develop this capacity in-house. The process to develop will take years and is another example of the collaboration between the city and county. Also, in 2021, the county began an ortho-imagery project county-wide and provided the city opportunity to participate and obtain valuable orthoimagery of the city, the expected cost, beginning in 2024 when it becomes available, is approximately \$2,364 per year.

Committee Recommendations

The Finance and Personnel Committee discussed the contract renewal at their August 24, 2023 meeting, and based on the strong partnership with the county they support staff recommendation to renew the agreement.

FISCAL IMPACT

The contract amount is based on the number of staff and the type of equipment. The table below presents actual cost over the prior five-year contract period, note that the city contracted for purchase and installation of improved radio connection between City

Hall and the public works building, which explains the higher cost. The city also added four new employees FTE's between 2019 and 2021, which explains the higher cost in 2020-2021. The contract renewal for 2024-2028 has a not to exceed amount of \$883,718, which represents a conservatively estimated five percent escalation per year, typically the increase has been less than this estimate, although inflation has been higher the past 18 months.

2019	2020	2021	2022	2023*
\$ 111,495	\$155,566	\$142,345	\$144,335	\$149,808
*Estimated				

The agreement will provide authorization for annual rate increases based on specific user accounts and will commit to increases that are the same as for all county departments. The current 2024 budget has anticipated this contract and will not require amendment.

Recommended Motion

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES.

ATTACHMENT A

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703, viggo.forde@snoco.org

PUBLIC AGENCY: City of Stanwood

AGENCY CONTACT PERSON: David Hammond, Finance Director

ADDRESS: 10220 270th St. NW, Stanwood, WA 98292

TELEPHONE/EMAIL: (360) 454-5201,
david.hammond@ci.stanwood.wa.us

PROJECT: Information Technology Services

AMOUNT: As specified in Work Orders
Not to exceed \$835,000.00 for the five (5)
year life of the Agreement

FUND SOURCE: City of Stanwood

CONTRACT DURATION: December 24, 2023 through December 23,
2028

INTERLOCAL AGREEMENT BETWEEN CITY OF STANWOOD AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter “County” or “SCIT”) and City of Stanwood (hereinafter “Agency”) for the purpose of SCIT providing information technology services to Agency.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, Chapter 2.350 of the Snohomish County Code (SCC) provides for SCIT to provide for information services, information processing, software and purchased information services to public agencies and cash-on-delivery customers; and

WHEREAS, Agency is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Agency requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software.

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Agency agree as follows:

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services as agreed upon in Work Order (WO). Each WO shall be executed by the County Executive, or his designee, and an authorized agent for Agency, and subject to the general terms and conditions of this Agreement. Each WO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:
 - A. Provide cross-connects to connect to other agencies or services located in the SCIT data center;
 - B. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Agency; provide Internet Service Provider (ISP) services;
 - C. Coordination of the planning, management, control, operation, and use of information services, backbone network, telecommunications, information processing, equipment, purchased services and proprietary software required by Agency;
 - D. Provide Orthoimagery through Snohomish County's agreement with EagleView (Pictometry International Corp.);
 - E. Provide hourly Geographic Information Systems as requested by Agency;
 - F. Administration of centralized support services for Agency, which may include the following:
 - a. Management, development, maintenance and operation of Agency's information systems and equipment, and connections to Snohomish County network and systems;
 - b. Management, development, maintenance and administration of telephony and telecommunication systems for Agency;

- c. Review of equipment, proprietary software, license agreements and service acquisitions from outside sources before purchase by Agency; and
- d. Other functions as may be mutually agreeable.

Each Supplemental Work Order under this Interlocal Agreement shall be submitted for approval and signature to the County Council for approval.

2. Contract Maximum: All Work Orders executed under this ILA shall not exceed an aggregate total of \$835,000.00.
3. TREATMENT OF ASSETS: COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO Agency BY THE COUNTY ARE FURNISHED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN A WO FOR SERVICE.

Agency Data: “Agency Data” means the data provided or input by or on behalf of Agency, and User or Affiliate of Agency or any authorized Third-Party User for use with the services. Agency shall own all rights, title and interest in and be completely responsible for the Agency Data, which shall never be deemed to be property of the County, even if delivered or incorporated therewith into any custom software or service provided by the County. The County shall have no responsibility whatsoever for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Agency Data, and the County shall not review, monitor or check the Agency Data except as necessary to provide the service to Agency. The County shall not be responsible for, or liable, in any way, for the deletion, destruction, damage, breach or loss of any Agency Data through no fault of the County or its providers.

Property: Title to all property furnished by the County shall remain in the County. Title to all property purchased by Agency for which Agency is not reimbursed by the County shall remain the property of Agency. Title to all property purchased by Agency for which Agency is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant WO or this Agreement.

Any property of the County furnished to Agency shall, unless otherwise provided in this Agreement, or approved by the County, be used only for the performance of this Agreement or a WO. Agency shall be responsible for any loss or damage to County property that County furnishes to Agency.

If County property is lost, destroyed, or damaged, Agency shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

Surrender of Property: Agency shall surrender to County all property belonging to County upon completion, termination, or cancellation of this Agreement. Conversely, County shall

surrender to Agency all property of Agency upon completion, termination, or cancellation of this Agreement.

4. Time of Performance: Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. Compensation: At no additional cost to Agency, Agency may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated WO developed from initial estimates or quotations.

Agency will pay County for services provided hereunder and as set out in WOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the WO provides otherwise. Rate and Fee schedules are subject to change. The most current rate and fee schedule supersedes and replaces all previous published rate and fee schedules.

The County will submit an invoice or advice of charge to Agency monthly in arrears, or as defined in a WO, detailing charges for services rendered. Payment is due in full 30 days after receipt of the invoice by Agency and becomes delinquent sixty (60) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. If Agency fails to pay a WO invoice more than ninety (90) days past due, and fails to cure the same within 5 days written notice of the County, the County may terminate this Agreement or an applicable WO. Amounts disputed by Agency under Section 8 of this Agreement are not subject to late payment charges.

6. Obligations of Agency are as follows: As to all new Agency acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Agency shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Agency shall make payment to County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: Agency will promptly notify the County in writing of issues regarding invoices, or of services which Agency believes do not conform with the agreed upon terms of this Agreement and/or WO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after

receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

Except as set forth in Section 5 of this Agreement, the parties shall attempt to resolve any issues arising under this Agreement and/or any applicable WO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Agency during the term of this Agreement.

8. County Review and Approval: Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject Agency's systems and services as listed in the WO. The County will not invoice Agency until the County has accepted service and/or system delivery responsibility, and the WO has been approved per Section 1 of this Agreement. Agency is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Agency shall keep all records required by this Agreement in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, Agency shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Agency's collection, disclosure, maintenance, use or the breach of Agency Data, or its performance of this Agreement, including claims by Agency's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Agency, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, except loss for data breach, arising out of County's performance of this

Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Agency, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Agency and County, including claims by Agency's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Agency and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will County or Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Agency under this Agreement or any WO hereunder, even if the County or Agency has been advised of the possibility of such damages. IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY STATUTORY OBLIGATIONS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO BREACH AND/OR LOSS OF DATA NOT CAUSED BY THE COUNTY, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE COUNTY UNDER THIS AGREEMENT OR ANY SUPPLEMENTAL WORK ORDER HEREUNDER, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICES, LOSS OF THE SERVICES, OR ANY OTHER LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTION SUCH DATA OR CLAIMS BY THIRD PARTIES.

12. Insurance:

12.1 Agency may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW, which shall provide liability coverage for the liabilities contractually assumed. by Agency in this Agreement. **OR**

12.2

- a. Agency shall maintain continuously for the duration of this Agreement the following insurance minimum limits of liability and meet the requirements below:

- (i) **Commercial General Liability** written on an occurrence form at least as broad as ISO CG 00 01 with minimum limits of liability of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal/Advertising Injury Liability, \$1,000,000 Damage to Premises, \$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer's Liability;

- (ii) **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

b. Insurance Provisions and Requirements.

1. The insurance coverages required in this Agreement for all liability policies except Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Agency in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
- (ii) Agency's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

12.3.

- a. The deductible and/or self-insured retention of the policies shall not limit or apply to Agency's liability to the County and shall be the sole responsibility of Agency.
 - b. Agency's maintenance of insurance or self-insurance as required by this Agreement shall not be construed to limit the liability of Agency to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
 - c. The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by Agency under this Agreement.
 - d. Agency shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.
13. Compliance with Laws: The County and Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement. Agency will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services, including but not limited to ensuring all users complete annual cyber security training.
14. Non-assignment: The County and Agency shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent

of the other party.

15. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or WO and the text of this Agreement, the text of this Agreement shall prevail.
16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Agency as needed over a five (5) year term. WOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County Superior Court, Washington.
18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
20. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.
21. Public Records: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Agency are needed for the County to respond to a request under the Act, as determined by the County, Agency agrees to make them promptly available to the County. If Agency considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Agency shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Agency and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Agency (a) of the request and (b) of the date that such information will be released to the requester unless Agency obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Agency fails to timely obtain a court order enjoining disclosure, the County will release the requested

information on the date specified. To the extent that public records then in the custody of the County are needed for Agency to respond to a request under the Act, as determined by Agency, the County agrees to make them promptly available to Agency. If the County considers any portion of any record provided to Agency under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the County shall clearly identify any specific information that it claims to be confidential or proprietary. If Agency receives a request under the Act to inspect or copy the information so identified by the County and Agency determines that release of the information is required by the Act or otherwise appropriate, Agency's sole obligations shall be to notify the County (a) of the request and (b) of the date that such information will be released to the requester unless the County obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order enjoining disclosure, Agency will release the requested information on the date specified.

Neither the County nor Agency has, and by this section assumes, any obligation on behalf of the other party to claim any exemption from disclosure under the Act. Each party shall not be liable to the other for releasing records not clearly identified as confidential or proprietary. Neither party shall be liable to the other for any records that it releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

22. Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Agency shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Agency of Agency's compliance with the requirements of Chapter 2.460 SCC. If Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Agency's obligations under other federal, state, or local laws against discrimination.

23. Authorization: Each individual executing this Agreement represents that he/she has been duly authorized to do so on behalf of the party by the governing body as required under RCW 39.34.030(2).
24. Prior Agreements: Any and all prior agreements of the parties related to the same subject matter as this Agreement shall be replaced and superseded by this Agreement.

“County”
SNOHOMISH COUNTY

“Agency”
City of Stanwood

By: _____
County Executive Date

By: _____
Title: Sid Roberts, Mayor _____ Date _____

Agency Attorney _____ Date _____

Approved as to indemnification provisions:

Risk Management Date

Snohomish County Information Technology Department Customer List:

Interlocal Government network hosting

- City of Edmonds
- City of Lynnwood
- City of Marysville
- City of Everett
- City of Arlington
- City of Lake Stevens
- City of Monroe
- City of Mukilteo
- Lake Stevens Fire District (merged with Monroe Fire as Snohomish Regional Fire & Rescue)
- Monroe Fire District (merged with Lake Stevens Fire as Snohomish Regional Fire & Rescue)

Internet Service Provider hosting

- City of Arlington
- City of Bothell
- City of Everett
- City of Marysville
- City of Mill Creek
- City of Mukilteo
- Lake Stevens Fire District (merged with Monroe Fire as Snohomish Regional Fire & Rescue)
- City of Lake Stevens
- City of Monroe
- Monroe Fire District (merged with Lake Stevens Fire as Snohomish Regional Fire & Rescue)
- Snohomish Fire District (now Fire District 4)
- Community Transit
- SERS (they merged with Snohomish County 911)
- Snohomish School District
- Snohomish County 911

Full network administration

- City of Stanwood
- Lake Stevens Sewer District

Service Desk, workstation and network support

- City of Stanwood
- Lake Stevens Sewer District
- All Sheriff contracted police departments

GIS Imagery Program

- City of Arlington
- City of Edmonds
- City of Everett
- City of Lake Stevens
- City of Marysville
- City of Snohomish
- City of Stanwood
- Tulalip Tribes
- Lake Stevens Sewer District
- Cross Valley Water District
- Snohomish County e911
- Community Transit
- Alderwood Water (GIS Services Only)

2023 CATALOG of IT SERVICES

Snohomish County Department of Information Technology



2023 IT SERVICES

- **BUSINESS OPERATIONS & SUPPORT**
 - CUSTOMER & WORKSTATION SERVICES
 - ENTERPRISE RECORDS & BUSINESS SOLUTIONS
- **DIGITAL EXPERIENCE & INNOVATION**
 - ENTERPRISE APPLICATIONS
 - APPLICATION SUPPORT
 - GIS & DATA ANALYTICS
- **INFRASTRUCTURE & SECURITY**
 - ENTERPRISE TECHNOLOGY
 - IT SECURITY
- **ENTERPRISE DATA MANAGEMENT**
 - IMPLEMENTATION & SUPPORT
 - ENTERPRISE SCANNING, PRINTING, MAILROOM

2023 IT SERVICE CATALOG



IT BUSINESS OPERATIONS

Customer & Workstation Service Team

Remote, on-site and off-site support

Business Solutions

Strategy & Planning

Fiscal & budget preparation and control methodology

IT Administration

*Accounting, assets, acquisition, contracts
and rate transparency*

2023 Service Rate:\$924/fte

DEPARTMENT OF INFORMATION TECHNOLOGY

11.191

Customer & Workstation Services

Our team of IT professionals leverage a diverse set of IT skills to provide a standardized, secure, and seamless work experience for the Snohomish County workforce. These IT resources are critical, in both technical and human areas, to take on the challenging work required to modernize our workplace.

- We equip, maintain and support county workstations and standard software tools. We take pride in providing:
- IT strategies that enable communication and promote partnership
- Reliable wired/wireless network & remote access to county data and systems
- Scheduled updates of workstations through our Technology Replacement Program
- Reliable support via our integrated Service Portal

Support Portal at support.snoco.org or 425-388-3378

Monday – Friday, 7:00 am - 5pm, except county observed holidays



Service Desk ~ Workstations ~ Device & User Software

CUSTOMER & WORKSTATION SERVICES 2023 RATES

Service Name	Rate	Annual Metric
Workstation - custom configuration	\$2,109	Per device
Workstation – engineering configuration	\$1,849	Per device
Workstation – event configuration (limit 160 hours/yr. & not part of replacement program)	\$125	Per device
Workstation – kiosk configuration (kiosk software installed and limited controls)	\$330	Per device
Workstation – premium configuration	\$1,684	Per device
Workstation – rugged configuration	\$1,924	Per device
Workstation – standard configuration	\$1,444	Per device
Technical support services	\$409	Per device
Customer and workstation enterprise retail software license, access and connectivity	\$695	Per device
Email only access (doesn't include access to Office 365 services, network or Internet access)	\$89	Per email
Telephony	\$40	Per line
SharePoint only account and access (doesn't include email, network or Internet access)	\$91	Per account
MS 365 G3 License Only	\$339	G3 User

Enterprise Records & Business Solutions Services

We identify, refine, and promote IT strategies to enable communication and partnership with all county department, offices, community and business associates.

Varied and specialized professional and administrative services, including;

- IT procurement & financial planning
- IT contract negotiation & maintenance
- Software licensing compliance
- Robust business relationship management (BRM) sessions



Transparent Rate Processes ~ Budget Development ~ Asset Management



2023 Service Rate: \$536/fte

Digital Experience & Innovation

Enterprise Applications & Support

Enterprise applications are those that benefit our entire county organization and are considered critical to successful operations. Examples include Finance, Payroll, Tax, Web, and Training platforms. Our team supports these critical applications by providing incident response, maintenance, enhancements, upgrades/patching, system administration & configuration, system integration & reporting, data analytics & business intelligence.

- Application Support Services: \$934 fte
- Line of Business App Support: \$810 fte
- Gold Support Level: \$17,954
- Silver Support: \$9,216
- Bronze Support Level: \$2,738



*Application administration | User and account management | Vendor coordination | Software deployment & security patching |
Data extracts | Data transfers | BI & Data analytics | Application and data backup and storage, including monitoring*

Geographical Information Systems - GIS

Our dedicated team of GIS professionals provide GIS leadership, coordination, infrastructure, and specialized services to the county workforce, residents, and GIS community.

- **GIS File Storage and Web Data**

- 4.8 terabytes of aerial imagery
- 500+ data layers and 10 gigabytes of GIS data
- 3.5 gigabytes of created data
- Department of Emergency Management (DEM) wildfire hub with over 395, 000 views
- More than 2 million views of 2022 content



ESRI Basic \$900



ESRI Advanced \$13,367



ESRI Web Basic \$220

- **Enterprise GIS Applications**

- SCOP1, or our County Assessor online property information platform, which averages over 1,000 views daily
- Planning and Development Map Portal, averaging 350+ views daily

2023 Service Rate: \$166/fte

Enterprise Technology Service Team

- **Delivery, maintenance and support of County infrastructure as a service (IaaS), instant messaging, telephony, video conferencing, backup, disaster recovery, and overall operational integrity.**
- **Technology infrastructure and integrity**
- **Platform services**
- **Telephony infrastructure and carrier administration**
- **Network and connectivity**
- **Disaster recovery**

2023 Service Rate: \$2,027/fte

IT Security

The protection of information and especially the processing of information is a priority for the County. The training, information, tools and collaboration techniques the IT Security Team leverages is intended to prevent the manipulation of data and systems by unauthorized third parties.

3, 612 MALWARE EMAILS BLOCKED

303,972 PHISHING EMAILS QUARANTINED

739,872 SPAM EMAILS QUARANTINED

Tim Wise, Information Security Officer Phone: 425-388-3314

Email: security.officer@snoco.org

Website: <https://snoco.sharepoint.com/sites/Cybersecurity>



Security Handbook



SecurityWise Newsletter



Security @ Home



CybersecurityTraining



Phishing Examples



Password Manager Pro

Enterprise Data Management

Keeping accurate and consistent records is a key component of quality governmental services and an essential element of public trust. We strive to institute county work practices which recognize data and information as assets that have value and risks, and as such should be treated with lifecycle management methods like other physical and digital county assets.

Data Management & Support

- Production data: 231 TB
- Archive data: 101 TB
- Legal hold data: 112 TB
- Azure file share: 72 TB
- Backup data: 486 TB
- SQL data: 611 Instances at 13 TB

Scanning & Mailing

- Incoming mail images: 97,201
- Large format images: 19,098
- Fiche scanned inhouse: 932
- Print orders: 1,1 50
- Printed Pages: 477,851
- Processed outgoing mail: 420,578

Records Management

- Record pick-up and storage
- Record delivery
- Record destruction
- Boxes & Barcode management
- Custom reports
- Research

2023 Service Rate: \$641/fte

2022 Look Back:

	Q1	Q2	Q3	Q4
Overall call quality	✓	✗	✓	✓
Unscheduled changes	✓	✓	✓	✓
Network availability	✓	✗	✓	✓

In 2022 IT Supported:

- 3,239 Workstations
- 6,543 Software applications
- 2,189 Phone lines
- 1.5 Petabytes of data actively monitored
- 4,293,122 Paper document converted to digital files
- 27 Internal departments, agencies or offices
- 80 Network facilities across the county
- 212 Major line-of-business systems



Thank you!

IT Service Desk (support.snoco.org)

425-388-3378

Hours of Support:

7am-5pm, Mon - Fri

excluding County observed holidays

24x7 emergency after hours support is

available by calling 425-388-3378

Important: after hours support is for major systems and outages only.



This Page Intentionally Left Blank