

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, September 28, 2023



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, September 28, 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**
- 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-Comments>
61; verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
- 6. STAFF / DEPARTMENT REPORTS - NONE**
- 7. COUNCIL COMMITTEE REPORTS**
 - a. Community Development Committee Meeting Minutes – Sept. 7, 2023 **7.1**
 - b. Parks and Trails Advisory Committee Meeting Minutes – July 17, 2023 **7.3**
 - c. Planning Commission Meeting Minutes – July 10, 2023 **7.7**
 - d. Public Safety Committee Meeting Minutes – September 14, 2023 **7.13**
 - e. Public Works Committee Meeting Minutes – September 6, 2023 **7.15**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve City Council Regular Meeting Minutes – September 14, 2023 **8.7**
- 9. UNFINISHED BUSINESS**
 - Dish Lease Agreement **9.1**
- 10. PUBLIC HEARING - NONE**
- 11. NEW BUSINESS**
 - a. Authorize the Mayor to Sign the Snohomish County Sheriff's Office Interlocal Agreement **11.1**
 - b. Authorize Final Acceptance of the 78th Ave and 79th Drive Sewer Main Replacement Project Completed by Interwest Construction, Inc. **11.17**
 - c. Adopt Resolution 2023-13 Accepting the Conveyance of the Pioneer Hills Detention Pond **11.21**
- 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 - NONE**
- 15. ADJOURN**

Upcoming Meetings:

October 12, 2023 Special Workshop 5:00pm
October 12, 2023 Regular City Council Meeting 7:00pm
October 26, 2023 Regular City Council Meeting 7:00pm

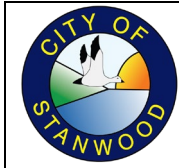


**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: September 28, 2023
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – September 7, 2023 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the September 7, 2023 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee
Meeting Minutes
September 7, 2023 | 5:00 pm

Council Members Present: Tim Schmitt, Marcus Metz, Steve Shepro

Staff Present: Tansy Schroeder, Audrey Rotrock

Others Present: Leslie Bradley, Callie Bolton

Steve Shepro called the meeting to order at 5:01 p.m.

1. Dish Lease Agreement

Dish Wireless, LLC (Dish) has agreed to look into ways to prevent water stains and algae from growing on the water tower where their antennae will be attached.

The Committee would like the following sentence added to the agreement: "Changes to the lease agreement must be approved by City Council."

Dish offered to pay a rent of \$2,750.00 for use of the property.

The Committee supports bringing the updated lease agreement forward to the full City Council on September 28, 2023.

2. Unified Development Code Approach

Council Member Shepro would like to re-open the discussion of adding speed bumps in communities.

Consider not allowing A-Board signs to be placed on sidewalks.

The Committee supports the UDC Code Approach.

Adjourn: 6:13 pm





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: September 28, 2023

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – July 17, 2023, PTAC Minutes

SUMMARY STATEMENT

Minutes from the July 17, 2023, Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the September 18, 2023, PTAC meeting.



Parks and Trails Advisory Committee Meeting Minutes July 17, 2023

1. Call to Order/Roll Call: 3:00 PM Walking tour at Heritage Park / 4:00 PM City Hall

Members Present:

Gordy Holmes
Lisa Bruce
Cathy Wooten
Judy Williams
Dave Hall
Meagen Watne

Members Absent:

Matt Withers

Others Present:

Carly Ruacho, Parks Planning Manager
Kevin Pellham, Parks Lead
Patrica Love, Community Development Director
Peter Kamb, public

2. Citizen Comments

Peter Kamb asked for Carly to send him the Port Susan Trail boardwalk plans.

3. Approval of May 2023 Meeting Minutes

June 20, 2023 PTAC minutes were approved as typed.

4. PROS Plan Outline Review

The PTAC members reviewed the Parks Element/PROS Plan (Parks, Recreation, and Open Space) outline brought forth by Patricia Love Community Development Director. Patricia explained that through the current Comprehensive Plan update process the various standalone plans will be incorporated into the Comp Plan rather than the current system of referencing the separate plans. The revised Parks Element of the Comprehensive Plan will be a condensed version of the existing PROS plan. Patricia explained that the goals of the update are to condense, consolidate and conversion to plain language. The priorities identified and established as the main themes are parks maintenance, development of existing parks, implementation of future phase of the parks study, use of parks to promote tourism, the park system (City, Regional, Community, neighborhood and HOA parks). The PTAC gave feedback on the issue of HOA parks. Some members like the current system, some members would like to see the city take ownership of all parks. A general consensus was that it would be better if the city had more involvement in identifying the needs for new HOA parks and guide that development more purposefully than developers selecting park elements off a menu. The PTAC would like to see a network of



Parks and Trails Advisory Committee Meeting Minutes July 17, 2023

connected walkways throughout the City and feels that more direct involvement is necessary to make that happen rather than project by project. Patricia also reported that the parks survey was still available for comment. To date over 200 responses had been received. This was a discussion only no action was taken.

5. Church Creek Striping Plan

Carly went over the striping plan for Church Creek Park. She showed the members the proposed plan for striping 26 - 8.5' parking stalls and 3 ADA stalls. There is a request for proposals out for comment, but there is not a quote ready yet. The members wanted to table this until they have the pricing. This was a discussion only no action was taken.

6. Church Creek Park Critical Areas Review

Carly showed a graphic that showed existing impacts to current wetland and stream buffers at Church Creek Park from past development. It was indicated that not all impacts would require mitigation as much of the development occurred prior to the establishment of critical area regulations. A timeline of development and regulation was also provided. A committee member requested clarification on how new development in the park will be decided and what buffers will be applied. Concern about the previous disc golf development was also raised by the same member. Moving forward the Planning Department will do a code analysis to determine what buffer and mitigation requirements will apply to future development and possible past, but recent development. The review will likely occur in smaller portions as time allows on PDS workplan. This was a discussion only no action was taken.

7. Hamilton Park Construction

The Hamilton Park contract was approved at council and was awarded to Konner Up Construction. The city was short about \$450,000.00 from what was budgeted compared to the winning bid. Council approved the overage with the contract to allow construction of all proposed project components. We were recently informed by WDFW that more funding has come available, and they will likely be able to contribute an additional \$460,000.00 in grant funds which is anticipated to cover the previously expected budget gap. Which is fantastic news. This was a discussion only no action was taken.

8. Ovenell Park Public Farm Proposal

This project is currently stalled due to a change in administration and direction at Stanwood Food Bank. He is working to resolve non-profit status and insurance issues and hopes to continue with a lease in the fall. This was a discussion only no action was taken.

Adjourn: 5:05 PM

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: September 28, 2023

SUBJECT: Planning Commission Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – July 10, 2023, Meeting Minutes

SUMMARY STATEMENT

Minutes from the July 10, 2023, Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the September 11, 2023, Planning Commission Meeting.



Planning Commission
Meeting Minutes
July 10, 2023 – 6:30 pm

Call to Order: 6:32 pm

Roll Call

Commissioners Present:

Eric Warnat, Commissioner
Melissa Toner, Commissioner
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Justin Burns, Commissioner
Jeff Wheatley, Commissioner

Staff Present:

Tansy Schroeder, City Planner
Audrey Rotrock, Associate Planner

Absent: Robert Hicks, Commissioner

Also known to be present: Peter Kamb, Rick Williams, Patty (online), Marian Berejikian (online)

Public Requests and Comments:

None

Approval of Minutes:

The minutes from the June 12, 2023 Planning Commission meeting were unanimously approved.

New Business:

2024 Comprehensive Plan Introduction, Vision, and History

The introductory chapters of the Comprehensive Plan tell the story of what a Comprehensive Plan is, how to use it and the back story of Stanwood: it sets the stage for the future and each of the accompanying elements. The intent is to provide an easy guide explaining the Comprehensive Planning process and history of the City for those unfamiliar with planning or Stanwood. The Vision chapter is a copy of the previously approved Vision, Mission and Core Value statements but set in the final Comprehensive Plan format design.

Commissioner Questions & Comments

- Where do the demographic numbers come from? They come from sources such as the census, housing needs assessment, and The Housing Authority of Snohomish County (HASCO).
- The Commissioners want to be sure staff has the Native American history portion of the introduction vetted by the Tribes.

Snohomish County HO-5 Report

The Washington State Growth Management Act (GMA) requires Snohomish, King, Pierce and Kitsap counties and cities within those counties to update their Comprehensive Plans by December 31, 2024 and every 10 years thereafter. One element of Comprehensive Plan updates is to ensure cities plan for their projected urban growth over the next twenty years. Growth historically has been managed through employment and population targets. HB 1220 introduced a new growth target which requires jurisdictions to plan for and accommodate housing for various income levels.



Planning Commission Meeting Minutes July 10, 2023 – 6:30 pm

Snohomish Countywide Planning Policies (CPPs) apply to all cities and towns within Snohomish County, as well as the county itself. The CPPs provide the framework for each jurisdiction's comprehensive plans and associated policies intended to comply with the Multicounty Planning Policies (MPPs) in VISION 2050 developed by the Puget Sound Regional Council (PSRC). The Growth Management Act requires coordination and consistency between comprehensive plans for all jurisdictions in the same county.

Previous housing targets primarily focused on housing needed to accommodate new growth, however Commerce's methodology for projecting housing needs includes housing needed for new growth, as well as housing needed to make up for over a decade of housing underproduction. *While Stanwood has enough land capacity to meet our population growth targets, this does not necessarily mean Stanwood has enough land capacity to meet our housing targets.*

To quantify housing by income levels, Commerce has provided guidance for what kinds of housing are considered affordable to various income levels. The City is currently working on a housing capacity analysis, similar to the economic land use analysis that was presented to the Planning Commission in September 2022, to assess whether or not the City can meet its housing targets.

If the City does not have capacity to meet its housing targets, then additional zoning or development standard changes may be necessary to reduce barriers towards the construction of affordable housing such as allowing a variety of housing types that can serve different income bands where appropriate.

Commissioner Questions & Comments

- The Commissioners requested more information and examples on what Permanent Supportive Housing means. They would also like to hear a summary of the new regulations regarding Accessory Dwelling Units (ADUs).

Public Comments & Questions

- Allowing more ADU's would provide some alleviation with the housing crisis.

Stanwood Municipal Code Titles 3 and 5 Draft Text

Title 3 – Revenue and Finance:

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.



Planning Commission Meeting Minutes July 10, 2023 – 6:30 pm

- 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.

Title 5 – Business Licenses and Regulations:

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.

In addition to the standard business license provisions, Title 3 includes permitting and licensing of:

- Fireworks Stands
- Special Events
- Merchants with a Fixed Location (Previously Titled Peddlers, Vendors, and Temporary Merchants)
- Sexually Oriented Businesses (no changes to this chapter are proposed at this time but will instead be revised with the Unified Development Code).

The existing Sexually Oriented Businesses chapter contains both licensing and regulatory standards. As regulatory standards should not be located in the business license chapter,

Commissioner Questions & Comments

- Consider adding permitting requirements for events taking place on private property.
- Require permitted events that may have an effect on local businesses to notify them ahead of the event in writing.

Stanwood Municipal Code Titles 7 and 8 Scoping Memos

Title 7 – Health and Sanitation is the general nuisance code for the City. This Title will include the existing three chapters following the same general format as the current code with the addition two new chapters as follows:

- Chapter 7.04 – Garbage Collection
- Chapter 7.12 – Litter Control (or "Littering")
- Chapter 7.16 – Nuisances
- New Chapter 7.20 – Smoking and Vaping
- New Chapter 7.30 – Noise Control

Title 8 – Animals, contains the animal control licensing and regulations of the City. This Title as currently written contains only one chapter and is difficult to follow and attempts to combine too many issues that may or may not be consistent. This Title will be reorganized into new Chapters addressing specific issues for ease of reading and enforcement.

- Chapter 8.02 – General Provisions
- Chapter 8.10 – Dogs
- Chapter 8.20 – Kennels and Catteries



Planning Commission Meeting Minutes July 10, 2023 – 6:30 pm

- Chapter 8.30 – Pet Shops and Grooming Parlors
- Chapter 8.40 – Livestock
- Chapter 8.50 – Dangerous Animals
- Chapter 8.80 – Animal Cruelty
- Chapter 8.90 – Enforcement and Impoundment

Commissioner Questions & Comments

- Chapter 7.20 Smoking & Vaping: A penalty for just carrying these items seems heavy handed. Consider rewording this.
- Include provisions for public defecation and how to handle waste from mobile RV's in Title 7.
- Consider adding dog waste stations, with bags and trash cans, in parks and on trails.

Old Business:

- Port Susan Trail:
 - Why do we want a trail around the sewer lagoon where there could be strong odors?
 - Public Comment: The trail will be a great benefit to the City.
- Cedarside Commons:
 - The Commissioners are concerned about parking capabilities of this proposed community. Consider adding more tandem parking in the residential area. The Commissioners do not support a reduction in parking or back-in only parking.
 - Public Comment: Cedarside Commons will be a great opportunity to provide housing for the "missing middle". It is also a good location for a roundabout, bus stops, and a safe crossing area.

Miscellaneous Business:

Recent Council Action on Commission Items:

- Adoption of Housing Action Plan

Upcoming Items:

- No meeting in August.
- Land Use Element
- Unified Development Code

Adjourn: 7:48 pm

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7d
DATE: September 28, 2023
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Police Chief Jason Toner
ATTACHMENTS: A –Meeting Minutes 9-14-2023

SUMMARY STATEMENT

Minutes from the September 14, 2023, Public Safety Meeting are attached to this staff report for approval as presented.

**STANWOOD****PUBLIC SAFETY COMMITTEE****Meeting Minutes*****September 14, 2023***

LOCATION: School Admin Bldg., 26920 Pioneer Hwy Stanwood WA

ATTENDANCE:

- City Council Members – Tim Schmitt, Andreena Bergman, and Dani Gaumond
- Stanwood Police – Sgt. Adam Wirth
- North County Regional Fire- Chief John Cermak
- City Administrator – Shawn Smith

CALLED TO ORDER: Meeting Called to Order at 6:03 pm

DISCUSSION:

- Discussion about law enforcement doing before and after school emphasis to target speeders and overall safety around the schools.
- Discussion about using speed bumps as traffic calming devices. Chief Cermack pointed out how slow the fire apparatuses have to go to get over those speed bumps causing a slower response time for both medical and fire calls.
- Discussion about Neighborhood Electric Vehicles (NEVs). Talked about what they are and how NEVs are in the RCW but not in the Stanwood Municipal codes.
- Chief Cermak discussed the opening of the new fire training center. Talked about the current fire statistics and provided a handout. Further discussion of how the recently passed levy is helping in the hiring of personnel and the purchase of fire apparatuses.
- City Administrator discussed the renewal contract for police services for the City of Stanwood.

Adjourn: Meeting Adjourned at 6:41



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7e

DATE: September 28, 2023

SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – September 6, 2023, Public Works Committee Minutes

SUMMARY STATEMENT

Minutes from the September 6, 2023, Public Works Committee Meeting are attached to this staff report for approval as presented.

ATTACHMENT A



Public Works Committee Meeting Minutes September 6, 2023

Attendance:

Councilmembers: Darren Robb, Tim Pearce, Dani Gaumond

City Staff: Kevin Hushagen Public Works Director, Patricia Love Community Development Director, Alan Lytton Associate Engineer, Tansy Schroeder City Planner, and Sarah Cho Economic Development and Marketing Manager

Meeting was conducted in person. The full meeting agenda packet with detailed information can be found on the City's website at [Agenda Center](#).

Call to order at 5:30 pm

Agenda

1. Downtown Park Concept Designs

Sarah Cho went over the proposed Downtown Park concept design. The committee discussed the concepts. No action was taken.

2. Review Proposed 2024-2029 Capital Improvement Plan

The committee discussed the projects listed on the Capital Improvement Plan. No action was taken.

Adjourn: 7:05 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: September 28, 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 37483 through 37555 and electronic fund transfers in the amount of \$809,320.69. Approve issuance of Washington Federal payroll benefit checks 2171 through 2172 and electronic fund transfers in the amount of \$370,837.50.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 37483 THROUGH 37555 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$809,320.69. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL BENEFIT CHECKS 2171 THROUGH 2172 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$370,837.50.

CHECK REGISTER

City Of Stanwood

Time: 15:44:35 Date: 09/18/2023

09/01/2023 To: 09/18/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4389	09/08/2023	Payroll	3	EFT		4,203.92	August 2023 Payroll
4390	09/08/2023	Payroll	3	EFT		5,203.58	August 2023 Payroll
4391	09/08/2023	Payroll	3	EFT		4,633.36	August 2023 Payroll
4392	09/08/2023	Payroll	3	EFT		2,580.01	August 2023 Payroll
4393	09/08/2023	Payroll	3	EFT		3,029.86	August 2023 Payroll
4394	09/08/2023	Payroll	3	EFT		467.39	August 2023 Payroll
4395	09/08/2023	Payroll	3	EFT		3,397.66	August 2023 Payroll
4396	09/08/2023	Payroll	3	EFT		3,798.87	August 2023 Payroll
4397	09/08/2023	Payroll	3	EFT		1,313.52	August 2023 Payroll
4398	09/08/2023	Payroll	3	EFT		3,753.76	August 2023 Payroll
4399	09/08/2023	Payroll	3	EFT		7,766.27	August 2023 Payroll
4400	09/08/2023	Payroll	3	EFT		4,330.52	August 2023 Payroll
4401	09/08/2023	Payroll	3	EFT		2,531.76	August 2023 Payroll
4402	09/08/2023	Payroll	3	EFT		3,725.16	August 2023 Payroll
4403	09/08/2023	Payroll	3	EFT		3,522.73	August 2023 Payroll
4404	09/08/2023	Payroll	3	EFT		3,627.82	August 2023 Payroll
4405	09/08/2023	Payroll	3	EFT		2,999.10	August 2023 Payroll
4406	09/08/2023	Payroll	3	EFT		487.39	August 2023 Payroll
4407	09/08/2023	Payroll	3	EFT		4,254.97	August 2023 Payroll
4408	09/08/2023	Payroll	3	EFT		3,874.35	August 2023 Payroll
4409	09/08/2023	Payroll	3	EFT		7,224.07	August 2023 Payroll
4410	09/08/2023	Payroll	3	EFT		1,023.26	August 2023 Payroll
4411	09/08/2023	Payroll	3	EFT		5,830.04	August 2023 Payroll
4412	09/08/2023	Payroll	3	EFT		501.12	August 2023 Payroll
4413	09/08/2023	Payroll	3	EFT		2,809.35	August 2023 Payroll
4414	09/08/2023	Payroll	3	EFT		5,879.33	August 2023 Payroll
4415	09/08/2023	Payroll	3	EFT		5,411.17	August 2023 Payroll
4416	09/08/2023	Payroll	3	EFT		4,125.28	August 2023 Payroll
4417	09/08/2023	Payroll	3	EFT		487.39	August 2023 Payroll
4418	09/08/2023	Payroll	3	EFT		3,664.96	August 2023 Payroll
4419	09/08/2023	Payroll	3	EFT		487.39	August 2023 Payroll
4420	09/08/2023	Payroll	3	EFT		2,047.39	August 2023 Payroll
4421	09/08/2023	Payroll	3	EFT		4,555.53	August 2023 Payroll
4422	09/08/2023	Payroll	3	EFT		2,212.29	August 2023 Payroll
4423	09/08/2023	Payroll	3	EFT		437.30	August 2023 Payroll
4424	09/08/2023	Payroll	3	EFT		2,364.88	August 2023 Payroll
4425	09/08/2023	Payroll	3	EFT		2,982.92	August 2023 Payroll
4426	09/08/2023	Payroll	3	EFT		2,036.65	August 2023 Payroll
4427	09/08/2023	Payroll	3	EFT		1,700.32	August 2023 Payroll
4428	09/08/2023	Payroll	3	EFT		4,026.67	August 2023 Payroll
4429	09/08/2023	Payroll	3	EFT		487.48	August 2023 Payroll
4430	09/08/2023	Payroll	3	EFT		3,127.95	August 2023 Payroll
4431	09/08/2023	Payroll	3	EFT		5,027.65	August 2023 Payroll
4432	09/08/2023	Payroll	3	EFT		487.48	August 2023 Payroll
4433	09/08/2023	Payroll	3	EFT		5,105.22	August 2023 Payroll
4434	09/08/2023	Payroll	3	EFT		4,582.78	August 2023 Payroll
4435	09/08/2023	Payroll	3	EFT		6,166.11	August 2023 Payroll
4436	09/08/2023	Payroll	3	EFT		4,625.51	August 2023 Payroll
4437	09/08/2023	Payroll	3	EFT		2,326.16	August 2023 Payroll
4438	09/08/2023	Payroll	3	EFT		5,449.05	August 2023 Payroll
4444	09/08/2023	Payroll	3	EFT	AFLAC	221.39	Pay Cycle(s) 09/08/2023 To 09/08/2023 - AFLAC, Pre-Tax; Pay Cycle(s) 09/08/2023 To 09/08/2023 - AFLAC, Post-Tax

CHECK REGISTER

City Of Stanwood

Time: 15:44:35 Date: 09/18/2023

09/01/2023 To: 09/18/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4445	09/08/2023	Payroll	3	EFT	AWC Employee Benefit Trust	24,110.61	Pay Cycle(s) 09/08/2023 To 09/08/2023 - AWC - Health First 250; Pay Cycle(s) 09/08/2023 To 09/08/2023 - AWC- Dental J; Pay Cycle(s) 09/08/2023 To 09/08/2023 - AWC - Vision; Pay Cycle(s) 09/08/2023 To;
4446	09/08/2023	Payroll	3	EFT	Colonial Life Insurance	66.75	Pay Cycle(s) 09/08/2023 To 09/08/2023 - Colonial Life Ins
4447	09/08/2023	Payroll	3	EFT	Great-West Life & Annuity	4,920.00	Pay Cycle(s) 09/08/2023 To 09/08/2023 - 457 - Empower (Mass Mutual); Pay Cycle(s) 09/08/2023 To 09/08/2023 - Roth 457(b)Empower(MassMutual)
4448	09/08/2023	Payroll	3	EFT	HSA Bank	949.00	Pay Cycle(s) 09/08/2023 To 09/08/2023 - HSA Contributions ER; Pay Cycle(s) 09/08/2023 To 09/08/2023 - HSA Contr EE
4449	09/08/2023	Payroll	3	EFT	Internal Revenue Service (941)	77,538.41	941 Deposit for Pay Cycle(s) 09/08/2023 - 09/08/2023
4450	09/08/2023	Payroll	3	EFT	Legal Shield	63.85	Pay Cycle(s) 09/08/2023 To 09/08/2023 - Legal Shield
4451	09/08/2023	Payroll	3	EFT	Mission Square Retirement	3,662.55	Pay Cycle(s) 09/08/2023 To 09/08/2023 - 457 - Mission Square Ret(ICMA)
4452	09/08/2023	Payroll	3	EFT	Navia Benefits	505.00	Pay Cycle(s) 09/08/2023 To 09/08/2023 - Navia Limited FSA
4453	09/08/2023	Payroll	3	EFT	Teamsters Union Local 231	1,786.00	Pay Cycle(s) 09/08/2023 To 09/08/2023 - Teamsters Dues
4454	09/08/2023	Payroll	3	EFT	WA St Department Of Retirement Systems	48,608.72	Pay Cycle(s) 09/08/2023 To 09/08/2023 - PERS2; Pay Cycle(s) 09/08/2023 To 09/08/2023 - PERS 3; Pay Cycle(s) 09/08/2023 To 09/08/2023 - 457 - DRS (DCP)
4546	09/01/2023	Claims	3	EFT	US Bank St Paul	181,920.00	STAWSREV22 int & princ pymt
4547	09/01/2023	Claims	3	EFT	Heartland Payment Systems	540.35	Aug 2023 Merchant Fees
4550	09/05/2023	Claims	3	EFT	Chase Paymentech	1,774.61	August Paymentech Fees
4552	09/06/2023	Claims	3	EFT	Xpress/Bill Pay	883.61	August Fees
4558	09/11/2023	Claims	3	EFT	Navia Benefits	50.00	August Fee
4581	09/14/2023	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
4582	09/14/2023	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
4583	09/14/2023	Claims	3	EFT	Edge Analytical, Inc	245.00	STA01
4584	09/14/2023	Claims	3	EFT	Edge Analytical, Inc	31.00	STA01
4585	09/14/2023	Claims	3	EFT	Edge Analytical, Inc	1,944.00	STA01
4586	09/14/2023	Claims	3	EFT	Perteet Inc.	14,286.68	City of Stanwood
4587	09/14/2023	Claims	3	EFT	Perteet Inc.	1,103.75	City of stanwood
4588	09/14/2023	Claims	3	EFT	RH2 Engineering Inc	2,322.16	City of Stanwood
4589	09/14/2023	Claims	3	EFT	RH2 Engineering Inc	1,642.05	City of Stanwood
4590	09/14/2023	Claims	3	EFT	RH2 Engineering Inc	1,042.68	City of Stanwood
4591	09/14/2023	Claims	3	EFT	Snohomish County Public Def Association	2,385.00	City of stanwood
4592	09/14/2023	Claims	3	EFT	Snohomish County Public Def Association	2,385.00	City of Stanwood
4593	09/14/2023	Claims	3	EFT	Strategies 360 Inc	2,000.00	City of stanwood
4594	09/14/2023	Claims	3	EFT	Summit Law Group	546.00	20150-1 JXL
4595	09/14/2023	Claims	3	EFT	Transpogroup Inc	1,893.75	City of stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4455	09/08/2023	Payroll	3	2171	Western Conference of Teamsters Pension Trust	2,884.22	Pay Cycle(s) 09/08/2023 To 09/08/2023 - WCTPP Contributions
4456	09/08/2023	Payroll	3	2172	Washington Teamsters Welfare Trust	38,826.30	Pay Cycle(s) 09/08/2023 To 09/08/2023 - Teamsters Dental; Pay Cycle(s) 09/08/2023 To 09/08/2023 - Teamsters Medical
4596	09/14/2023	Claims	3	37483	APP- Associated Petroleum Products		damaged check
4597	09/14/2023	Claims	3	37484	Advantage Building Services		damaged check
4598	09/14/2023	Claims	3	37485	Atwell, LLC		damaged check
4599	09/14/2023	Claims	3	37486	Award Construction, Inc.		damaged check
4600	09/14/2023	Claims	3	37487	Badger Meter, Inc		damaged checks
4601	09/14/2023	Claims	3	37488	Leland W Bartlett		damaged check
4602	09/14/2023	Claims	3	37489	Cascade Natural Gas Corp		damaged check
4603	09/14/2023	Claims	3	37490	Cascade Septic Pumping, LLC		damaged check
4604	09/14/2023	Claims	3	37491	City of Everett *		damaged check
4605	09/14/2023	Claims	3	37492	CivicPlus, LLC		damaged check
4606	09/14/2023	Claims	3	37493	Code Publishing Company, Inc		damaged check
4607	09/14/2023	Claims	3	37494	Community Resources Foundation		damaged check
4608	09/14/2023	Claims	3	37495	Databar Inc.		damaged check
4609	09/14/2023	Claims	3	37496	Sarah E Duncan		damaged check
4610	09/14/2023	Claims	3	37497	Galt John E		damaged check
4611	09/14/2023	Claims	3	37498	Granich Engineered Products Inc	6,739.31	CSP8; GSP8
4612	09/14/2023	Claims	3	37499	Hamilton Lumber LLC	21.84	City of Stanwood 66
4613	09/14/2023	Claims	3	37500	Lenz Enterprises Inc	842.12	City of Stanwood; CITYO; City of stanwood; City of stanwood; City of stanwood
4614	09/14/2023	Claims	3	37501	Les Schwab Tire Centers	21.86	S34-00006
4615	09/14/2023	Claims	3	37502	O'Reilly Auto Parts	25.13	1872464; 1872464
4616	09/14/2023	Claims	3	37503	ODP Business Solutions, LLC	1,090.92	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
4617	09/14/2023	Claims	3	37504	PUD Of Snohomish County *	9,672.45	200240505; 200128742; 200738672; 200633634; 200367373
4618	09/14/2023	Claims	3	37505	Pace Engineers, Inc	18,782.00	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
4619	09/14/2023	Claims	3	37506	Pape' Machinery	212.11	6109854
4620	09/14/2023	Claims	3	37507	Pitney Bowes Inc- Global Financial Svc	252.25	0013214658
4621	09/14/2023	Claims	3	37508	Puget Tech LLC	894.00	City of Stanwood
4622	09/14/2023	Claims	3	37509	Ricoh USA, Inc-Maint	352.43	4250811; 4250811; 4250811; 4250811
4623	09/14/2023	Claims	3	37510	Ricoh USA, Inc.	1,007.94	1316669-3800327; 1316669-3800642
4624	09/14/2023	Claims	3	37511	Robert Half International, Inc	2,831.76	03640-101120000; 03640-101120000
4625	09/14/2023	Claims	3	37512	Rodda Paint	153.61	631460
4626	09/14/2023	Claims	3	37513	Safeway	29.31	191483
4627	09/14/2023	Claims	3	37514	Shred-it US JV LLC	89.48	1000283524
4628	09/14/2023	Claims	3	37515	Skagit Farmers Supply	3,143.07	135052; 135052; 135052; 135052; 135052; 135052; 135052
4629	09/14/2023	Claims	3	37516	Skagit Valley Publishing	424.71	48893; 48893; 48893; 48893

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4630	09/14/2023	Claims	3	37517	Sno Co Information Services *	14,846.90	DIS1107
4631	09/14/2023	Claims	3	37518	Sno Co Public Works *	6,001.08	CR000024
4632	09/14/2023	Claims	3	37519	Sno Co Sheriff's Office - CB	2,153.94	91-6001368
4633	09/14/2023	Claims	3	37520	Snohomish County Treasurer	10.01	City of stanwood
4634	09/14/2023	Claims	3	37521	Standard Plastic Inc	514.00	City of Stanwood
4635	09/14/2023	Claims	3	37522	Stanwood Ace	1,459.93	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
4636	09/14/2023	Claims	3	37523	Stanwood Auto Parts	30.52	56100; 56100
4637	09/14/2023	Claims	3	37524	Stanwood City Utility	17,824.13	2732; 1075; 2688; 2741; 2749; 2886; 3184; 4962; 2965; 2964; 3439
4638	09/14/2023	Claims	3	37525	The Pin Center	598.00	City of Stanwood
4639	09/14/2023	Claims	3	37526	Twin City Idlers	2,000.00	City of Stanwood
4640	09/14/2023	Claims	3	37527	USA Bluebook	580.37	478228; 478228; 478228
4641	09/14/2023	Claims	3	37528	Unum Life Insurance	88.40	City of Stanwood
4642	09/14/2023	Claims	3	37529	Utilities Underground Loc	130.29	134200
4643	09/14/2023	Claims	3	37530	Verizon Wireless	1,474.01	742373248-00001; 372541731-00001
4644	09/14/2023	Claims	3	37531	WA St Dept of Ecology *	5,524.50	City of stanwood
4645	09/14/2023	Claims	3	37532	WA St Dept of Licensing *	600.00	City of Stanwood
4646	09/14/2023	Claims	3	37533	WA St Dept of Transportation *	168.56	City of Stanwood
4647	09/14/2023	Claims	3	37534	WA St Treasurer	802.06	City of Stanwood
4648	09/14/2023	Claims	3	37535	Washington State Patrol *	119.25	0000015959
4649	09/14/2023	Claims	3	37536	Western Exterminator Company	382.55	683591
4650	09/14/2023	Claims	3	37537	William R. Peacock P.E	500.00	City of Stanwood
4651	09/14/2023	Claims	3	37538	Wrecking Ball Demolition, LLC	145,614.00	City of Stanwood
4652	09/14/2023	Claims	3	37539	Ziply Fiber	1,492.77	206-188-0411-053105-5; 360-629-4907-072497-5
4653	09/14/2023	Claims	3	37540	Zumar Industries, Inc	380.39	City of Stanwood
4664	09/15/2023	Claims	3	37541	APP- Associated Petroleum Products	5,444.19	AP0100494
4665	09/15/2023	Claims	3	37542	Advantage Building Services	3,130.00	City of Stanwood; City of
4666	09/15/2023	Claims	3	37543	Atwell, LLC	14,348.06	City of Stanwood
4667	09/15/2023	Claims	3	37544	Award Construction, Inc.	291,145.46	City of Stanwood
4668	09/15/2023	Claims	3	37545	Badger Meter, Inc	154.40	460708
4669	09/15/2023	Claims	3	37546	Leland W Bartlett	160.00	City of Stanwood
4670	09/15/2023	Claims	3	37547	Cascade Natural Gas Corp	104.01	498 440 0000 7; 931 607 9072 6; 953 540 0000 2; 608 440 0000 4; 127 540 0000 3; 839 440 0000 5
4671	09/15/2023	Claims	3	37548	Cascade Septic Pumping, LLC	1,151.80	City of Stanwood
4672	09/15/2023	Claims	3	37549	City of Everett *	250.00	STACITG
4673	09/15/2023	Claims	3	37550	CivicPlus, LLC	6,373.70	City of Stanwood
4674	09/15/2023	Claims	3	37551	Code Publishing Company, Inc	359.60	ST4659
4675	09/15/2023	Claims	3	37552	Community Resources Foundation	16,439.23	City of stanwood
4676	09/15/2023	Claims	3	37553	Databar Inc.	1,241.39	8952
4677	09/15/2023	Claims	3	37554	Sarah E Duncan	1,023.14	City of Stanwood; City of
4678	09/15/2023	Claims	3	37555	Galt John E	1,008.75	City of Stanwood

001 General Fund	257,336.44
101 Street Fund	43,124.29
103 Street Construction Fund	18,765.98
104 Park And Trail Improvement Fund	145,614.00
115 Tourism And Promotion	3,755.14
401 Sewer Fund	100,004.63
410 Drainage Fund	210,201.28

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		411 Drainage Construction Fund				19,758.47	
		421 Water Fund				87,948.18	
		422 Water Construction Fund				292,836.03	
		630 Agency Fund				813.75	
							Claims: 809,320.69
		* Transaction Has Mixed Revenue And Expense Accounts				1,180,158.19	Payroll: 370,837.50

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 D. Brown
 (X) Deputy Finance Director

Date: 9-19-23



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: September 28, 2023
SUBJECT: City Council Regular Meeting Minutes – September 14, 2023
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

September 14, 2023, Regular City Council Meeting minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE SEPTEMBER 14, 2023, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, September 14, 2023 – 7:00 p.m.
In-Person & Zoom Online Meeting
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Sid Roberts called the meeting to order at 7:00 p.m. Councilmember Shepro 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, Steve Shepro, Andreena Bergman, and Tim Schmitt. The meeting was quorate.

*Motion by Councilmember Robb, second by Councilmember Gaumond, to excuse Councilmember Tim Pearce. **Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Fire Chief John Cermak, Police Sgt. Adam Wirth, City Attorney Nikki Thompson, City Planner Tansy Schroeder, Associate Engineer Alan Lytton, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Mayor Roberts asked Council to amend the agenda by adding item 8g Letter of Support for Snohomish County DEM.

*Motion by Councilmember Metz, second by Councilmember Gaumond to approve the agenda as Amended. **Motion carried unanimously.***

4. Presentations - None

5. Public Comments

Verbal Comment:

Cathy Wooten, Stanwood

Topic:

80th Street Project – Thanked Council for this project, it turned out nice and everyone is thrilled.

6. Staff / Department Reports -

Police CompStat Report – August 2023

7. Council Committee Reports

Finance and Personnel Committee Meeting Minutes – August 24, 2023

8. Consent Agenda

a. Approve Vouchers and Payroll Checks

- b. Approve City Council Regular Meeting Minutes – August 10, 2023
- c. Approve City Council Special Workshop Minutes – August 10, 2023
- d. Authorize the Mayor to Sign Interlocal Purchasing Agreement with HGAC
- e. Authorize the Mayor to Sign Interlocal Cooperation Agreement Amendment 2 with Snohomish County Housing and Community Development Urban Housing Consortium
- f. Authorize the Mayor to Sign Permissive Use Agreement-West Edge Development
- g. Authorize the Mayor to Sign a Letter of Support for Snohomish County Department of Emergency Management Community Wildfire Defense Grant

*Motion by Councilmember Metz, second by Councilmember Shepro to approve the consent agenda items A through G. **Motion carried unanimously.***

9. Unfinished Business - None

10. Public Hearing

Skagit Farmers Street Vacation

City Planner Schroeder presented the proposed Skagit Farmers Street Vacation and Street Dedication and discussed the key points:

- Street vacation is 15,000 sq ft.
- Dedicated road is over 52,000 sq ft.
- No need for financial compensation since the dedicated property is over double what is being vacated.
- No need for an appraisal.
- No public utilities within the vacated platted alleyways.
- There are public easements in the dedicated property north of the alleyway, so staff will work to make sure those get utility easements as the boundary lines are adjusted.

Mayor Roberts opened the Public Hearing at 7:09 pm to take public comments.

Verbal Comment:

Adam Morrow, Bellingham
Pacific Surveyors & Engineers

Topic:

Representing the property owners, 1934 Properties.
Explained the reason for the Street Vacation.

With no further comments, Mayor Roberts closed the Public Hearing at 7:13 pm.

Council discussed and asked Schroeder questions.

*Motion by Councilmember Metz, second by Councilmember Bergman to amend the motion to be a final reading. **Motion carried unanimously.***

Motion by Councilmember Metz, second by Councilmember Bergman to approve the final 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.

*Roll call of votes was taken. **Motion carried unanimously.***

11. New Business

- a. Authorize Final Acceptance of the Bryant Well Media Replacement Project Completed by Award Construction, Inc.

Associate Engineer Lytton said this project was completed \$9,583 under contracted amount.

Councilmember Metz said council always complains about projects that go over budget, so he wanted the record to show that this project came in under budget. Councilmember Robb agreed.

*Motion by Councilmember Gaumond, second by Councilmember Shepro to authorize the final acceptance of the Bryant Well Treatment Facility HPF Media Replacement Completed by Award Construction. **Motion carried unanimously.***

- b. Authorize Final Acceptance of the Pickleball Courts Project Completed by Judha of Lion Landscaping and Services

Lytton said this project was completed \$3,186 under budget. The original contract amount was \$197,368.47 plus council approve \$24,542 for bid alternate 1 to add a concrete court at Church Creek Park, instead of the designed asphalt court. The final cost for this project was \$218,723.51. The courts have already been getting a lot of use.

*Motion by Councilmember Robb, second by Councilmember Bergman to authorize the final acceptance of the Heritage Park & Church Creek Park Sports Court project with Judah of Lion Landscaping and Services, LLC. **Motion carried unanimously.***

- c. Authorize the Mayor to Sign an Interlocal Agreement with Housing Authority of Snohomish County (HASCO)

Community Development Director Love explained the purpose of this interlocal agreement. HASCO has legal authority to purchase, build and manage affordable housing projects within the county, they are currently working with all cities to update the ILAs.

Having HASCO as a partner is consistent with the city's comprehensive plan for managing and providing affordable housing which is a requirement of the state.

This item was heavily discussed by the Community Development Committee, there were a lot of questions about drug use, vandalism, and maintenance of the properties. Subsidized rentals are hard to find, most tenants are on the verge of being homeless, so they are very good tenants to ensure they do not lose their lease.

Council Questions and Comments:

- The Hilltop Apartments are very well maintained.
- Appreciate how HASCO strives to manage and maintain properties at a high standard, so the properties become an asset to the community.
- HASCO's business model is to purchase older buildings and fix them up, what happens to the existing tenants when those buildings are purchased? HASCO representative Jensa Story answered that they will maintain the existing tenants and their existing agreement.

- What type of properties are included when using the term multifamily? Story answered it is generally apartment complexes but HASCO does own some duplexes and triplexes.

Motion by Councilmember Robb, second by Councilmember Shepro 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.

Motion carried unanimously.

d. First Reading of Ordinance 1520 SMC Title 3 – Revenue & Finance

Love discussed the significant changes made to the Stanwood Municipal Code Title 3 which covers the finance sections: taxes, fees, fiscal policy and claims, and monetary funds. This title has been reviewed by the finance director and city attorney. Council has two policy issues to discuss before the final reading: Impact fee exceptions for accessory dwelling units and fee calculation incentives.

Council Questions and Comments:

- In the existing code, what was the thinking behind the commercial development 10% fee reduction? Love was not here when that was included in the exemptions, but she believes it was an Economic Development Initiative to help to bring in more retail businesses to the city. Shepro said it makes sense to consider a park impact fee reduction but does not make sense to include traffic impact fee reduction. Love said she will pull the original impact fee ordinances to get more information.
- Can the park impact fee calculation formula (shown on page 11.103 in the council packet) be updated? Love answered yes, but the time to have that conversation during the Comprehensive Plan and Park Plan update.
- How is gambling taxes applied to card rooms? Love said for-profit and non-profit are assessed differently, she will need to research the difference.
- The city has the same infrastructure needs regardless of the incentives, can we look at a no-impact fee and the delta between current use and future use.
- Is the 35% fee reduction for historical single family residential lot only for remodels? Love said she will be looking through historic data to find the reason for this reduction.

*Motion by Councilmember Robb, second by Councilmember Shepro 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. **Motion carried unanimously.***

e. First Reading of Ordinance 1521 SMC Title 5 – Business Licenses

Love discussed the update to the Stanwood Municipal Code Title 5 Business Licenses and Regulations. Love explained the updates to the following sections of Title 5, and council will need to discuss before the final reading: business license regulations, special events, and sexually oriented businesses.

Council Questions and Comments:

- Would like to have more discussion on the food truck permits. Should the code have more detail on what is and is not OK, e.g., should the fire department sign off on the permit if the food truck is cooking, more emphasis on the temporary nature, number of days allowed per year, where they can and cannot park.
- Would like to discuss the exclusion of fruit stands from any of the regulations.
- Under the Cable System Regulations, are there regulations for a similar provider that only provides internet service? Love will need to get clarification from the consultant and city attorney.

*Motion by Councilmember Gaumond, second by Councilmember Metz 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. **Motion carried unanimously.***

- f. Authorize the Mayor to renew the Information Service and Equipment Maintenance contract with Snohomish County Information Technology Department

Finance Director Hammond said the city has contracted with Snohomish County for Information Services for 17 years. 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.

*Motion by Councilmember Gaumond, second by Councilmember Bergman to authorize the Mayor to sign the Interlocal Agreement with Snohomish County to provide information technology services. **Motion carried unanimously.***

12. Public Closing Comments

Verbal Comment:

Cathy Wooten, Stanwood

Topic:

It is difficult to hear the meeting when sitting in the audience. The sound system is not good, the presenter at the podium has their back to the audience. Picnic Pantry has a lot of gift ideas for pickleball players, so stop by and check them out.

13. Executive/Legislative Reports

a. Mayor's Report

- Thanked Mayor Pro Tem Pearce for chairing the last city council meeting.
- Still recruiting for the citizen volunteer patrol, the city has received 4 applications, but would like to have 8 to 10 volunteers.
- A shout out to Public Works for all the projects that are being done around town.

b. City Administrator Report

- Thanked Councilmember Metz for acknowledging that the Bryant Well Media Replacement project came in under budget. The Pickleball Court project also came in under budget, Alan Lytton is working hard managing all the construction projects.

c. Councilmember's Report/Questions

- Councilmember Shepro would like public meetings to be posted on social media to ensure as many citizens as possible are notified.
- Councilmember Schmitt thanked Tansy Schroeder and Sarah Cho for working the city's information table at the Touch-A-Truck event. He was impressed by how sophisticated the Public Works vehicles are and the skills it takes to operate them.
- Councilmember Robb attended the ribbon cutting at the North County Regional Fire Authority's new training center. Chief Cermak was very instrumental in bringing the new facility to our community and all the surrounding counties.
- Councilmember Bergman is happy to see the 88th Ave and 271st Street project is almost done and said how nice it looks.

14. Recess to Executive Session:

At 8:45 p.m., the Mayor, Council, City Administrator Smith, Community Development Director Love, and City Attorney Thompson recessed to Executive Session for a 10-minute discussion on potential litigation in accordance with RCW 42.30.110 (1)(i), no action was taken. The regular city council meeting reconvened at 8:56 p.m.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:56 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9

DATE: September 28, 2023

SUBJECT: Dish Wireless LLC Lease Agreement

CONTACT PERSON: Tansy Schroeder, City Planner

ATTACHMENTS: A – Non-Exclusive Site Lease Agreement

PURPOSE

The purpose of this agenda item is for Council consideration of a revised lease agreement with Dish Wireless LLC., to attach a wireless communications facility to the side of the city's water tower.

BACKGROUND

DISH proposes the development of a new wireless communications facility (WCF) in the City of Stanwood at 7620 278TH PL NW to be co-located on the city-owned water tank. Once constructed the communications facility will increase cellular speeds and availability and improve the reliability and capacity of service to residents in and around Stanwood. DISH is proposing to use magnet plates to flush-mount antennas on the side wall of the water tank. As part of the project, DISH Wireless is requesting a non-exclusive easement from the City for a total lease area of 1,761 square feet.

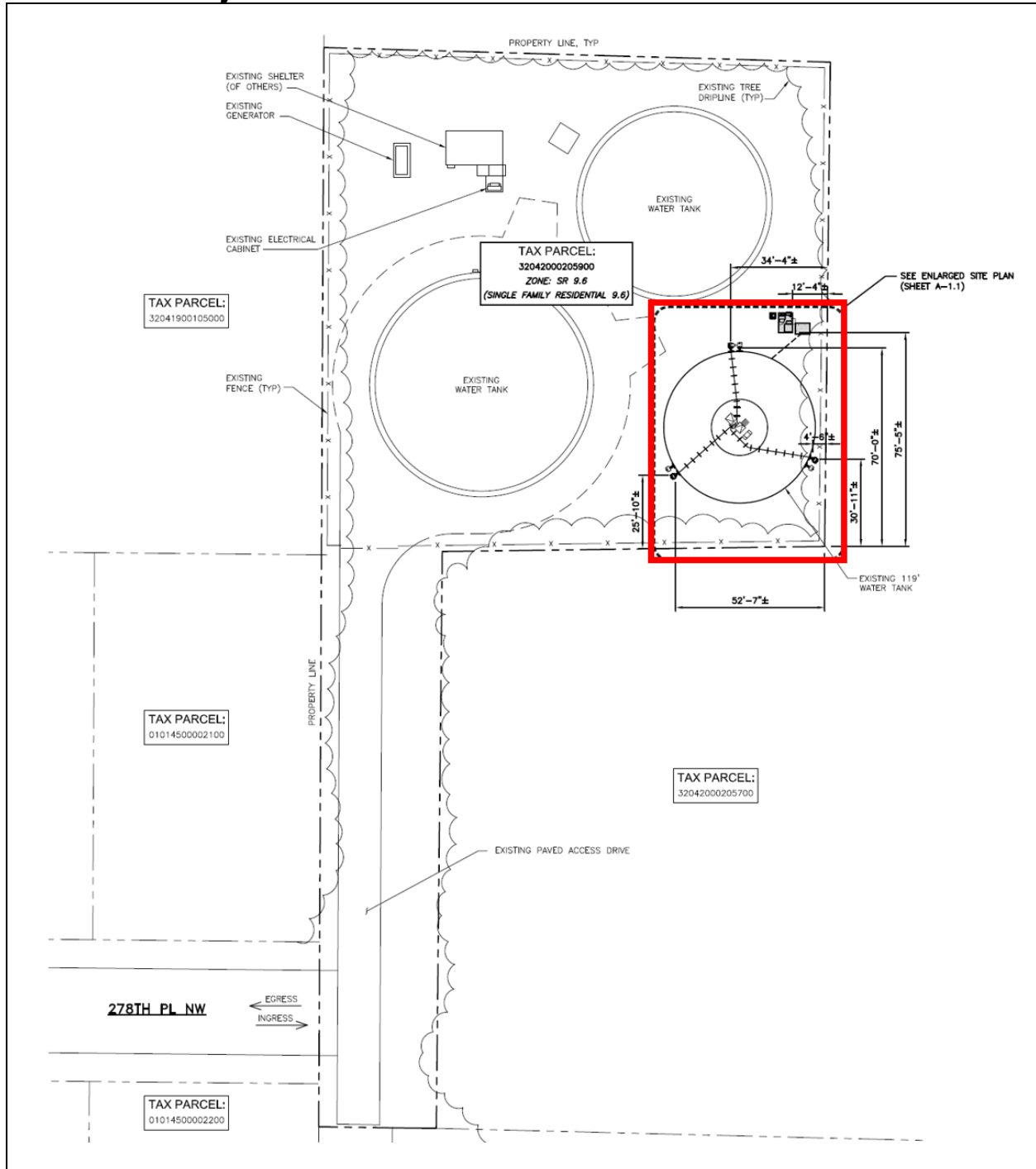
Location of Request:

DISH Wireless Non-Exclusive Easement Request
Address: 7620 278th Place NW, Stanwood WA
APN: 32042000205900

Vicinity Map



Site Plan and Project Details:



Changes to Lease:

Lease Area:

At the April public hearing, it was unclear what was being leased as described in the agreement. In response, Subsection 2.1 has been revised to include a detailed 'Project Description' providing a clear description of all components of the lease area and reads as follows. Any future changes to the leased area will require an amendment to the lease agreement and shall be subject to approval by the City.

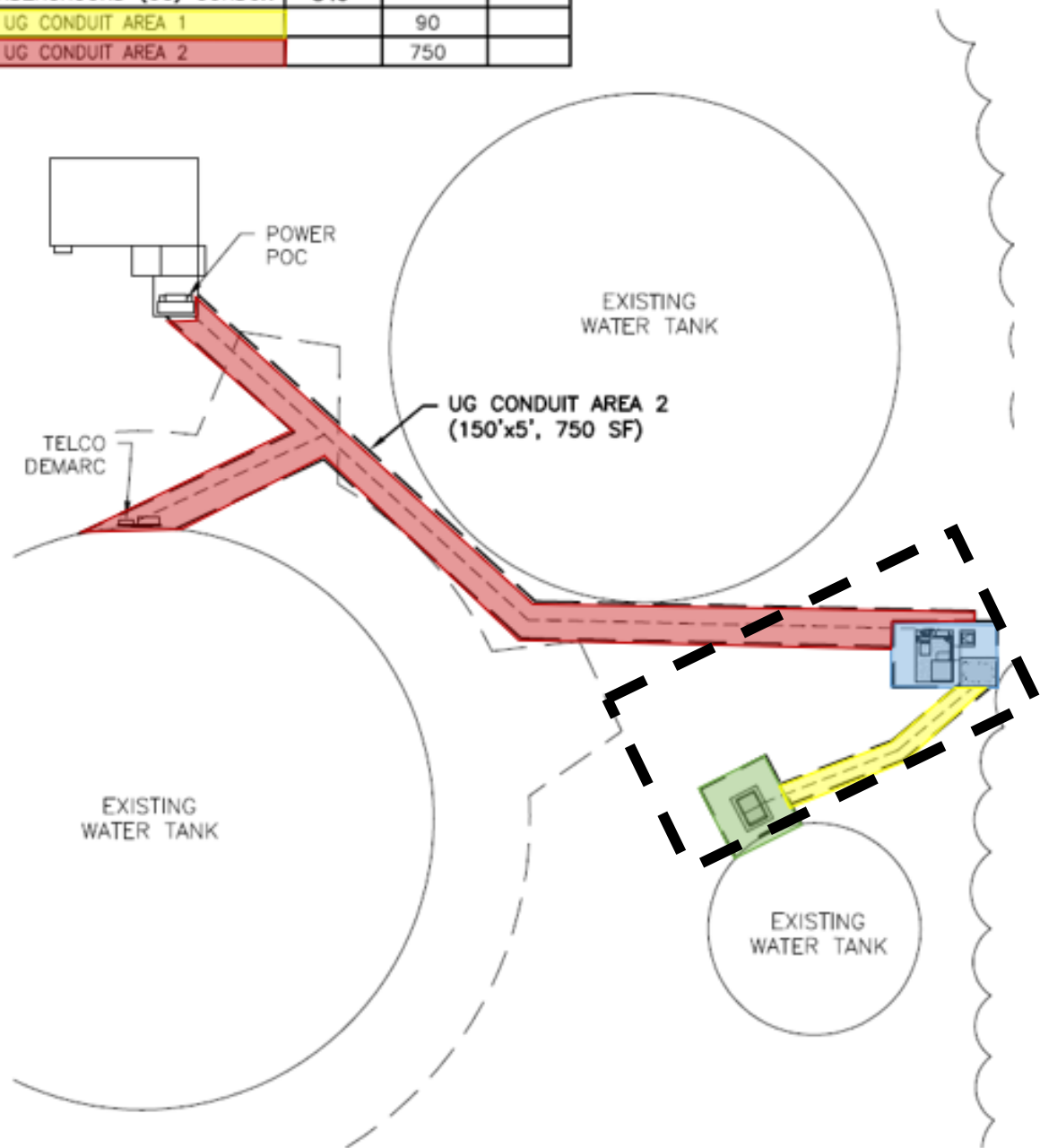
2.1 Project Description. The Project shall include the use of City grounds and Water Tank #3 located on a portion of the Premises identified in Section 2.2, as shown on Exhibit A as described below:

- a) Ground Coverage: This lease covers and includes only the land area needed for the Lessee's equipment cabinets and underground conduit for cables and power as follows:
 - a. 1 -9 x 14 square foot area that includes the equipment cabinets, transformer box and entry enclosure shown as "Ground Lease 1".
 - b. 1 – 10 x 10.5 square foot area for the second entry enclosure shown a "Ground Lease 2".
 - c. A 3' x 30' linear underground conduit trench from the equipment boxes to Water Tank #3 shown as "UG Conduit Area 1".
 - d. A 5' x 150' underground utility conduit from the existing on-site power box to the Lessee's utility cabinets shown as "UG Conduit Area 2".
- b) Water Tank #3: Use of the water tank by the Lessee shall be limited to the following:
 - a. Cables and anchors along the exterior of the concrete shaft of the water tank shown as "Cable Area 1".
 - b. Interior cables and anchors along the interior walls and access shaft of the water tank shown as "Cable Area 2" and "Cable Area 3".
 - c. Up to six (6) antennas installed in two (2) phases over 10-years. Antennas shall be located in three (3) equal distant sectors with two (2) antennas per sector shown as "Antenna Lease Area". Antennas will be affixed to tank with magnetic mounts.
 - d. Three (3) cables with associated magnetic anchors along the top of the water tank shown as "Cable Area 4A", "Cable Area 4B", and "Cable Area 4C".

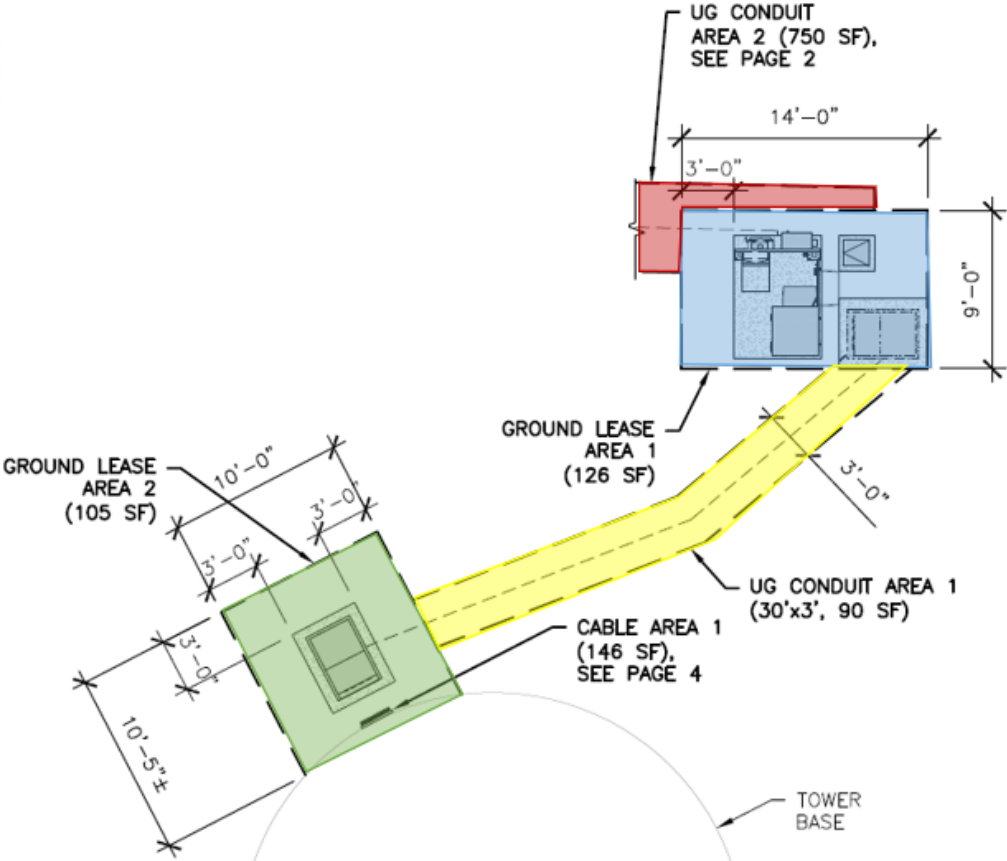
The following color-coded graphics show the proposed leased space and use.

Overview of Leased Space

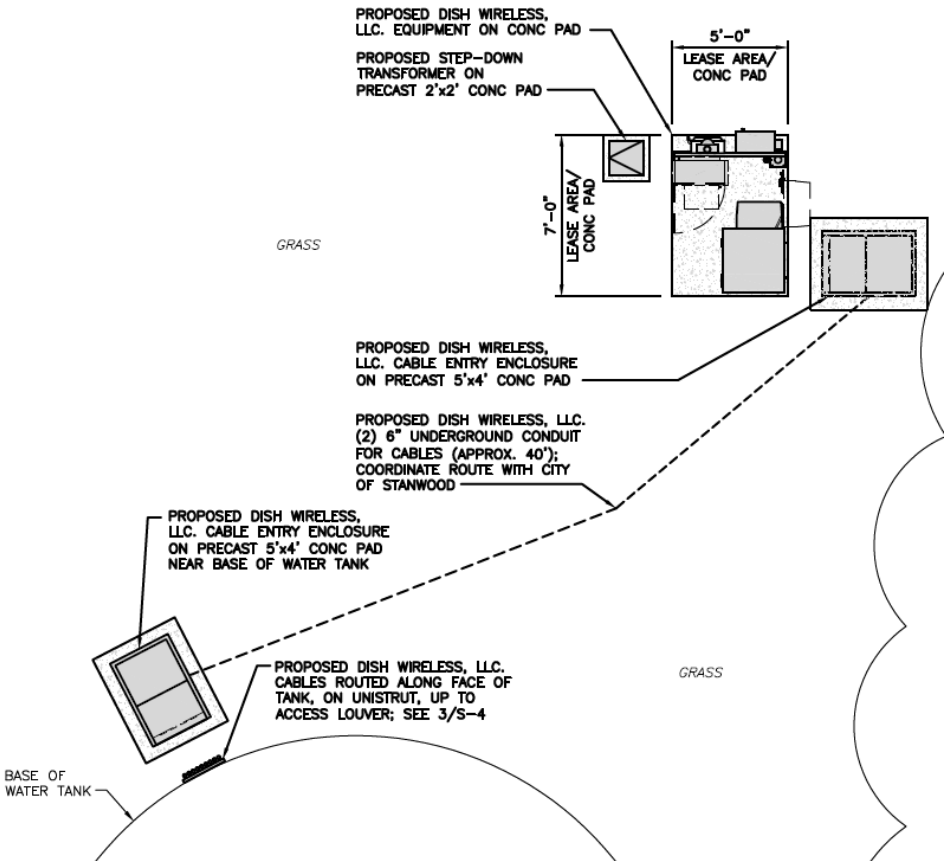
LESSEE LEASE AREA SUMMARY			
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
GROUND SPACE	231		
GROUND LEASE 1		126	
GROUND LEASE 2		105	
UNDERGROUND (UG) CONDUIT	840		
UG CONDUIT AREA 1		90	
UG CONDUIT AREA 2		750	



Ground Space Lease Area – Zoomed In

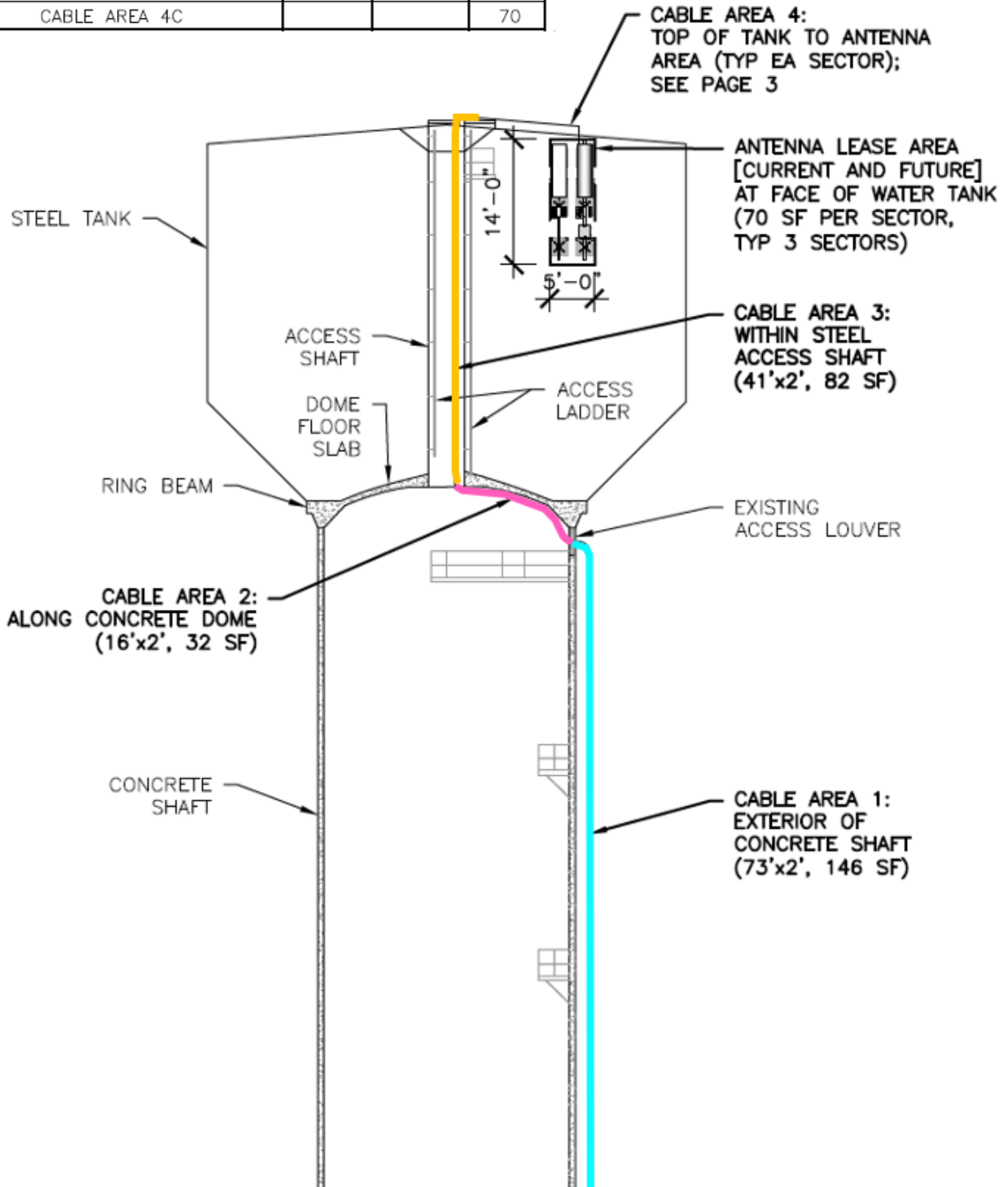


Ground Space – Equipment Details



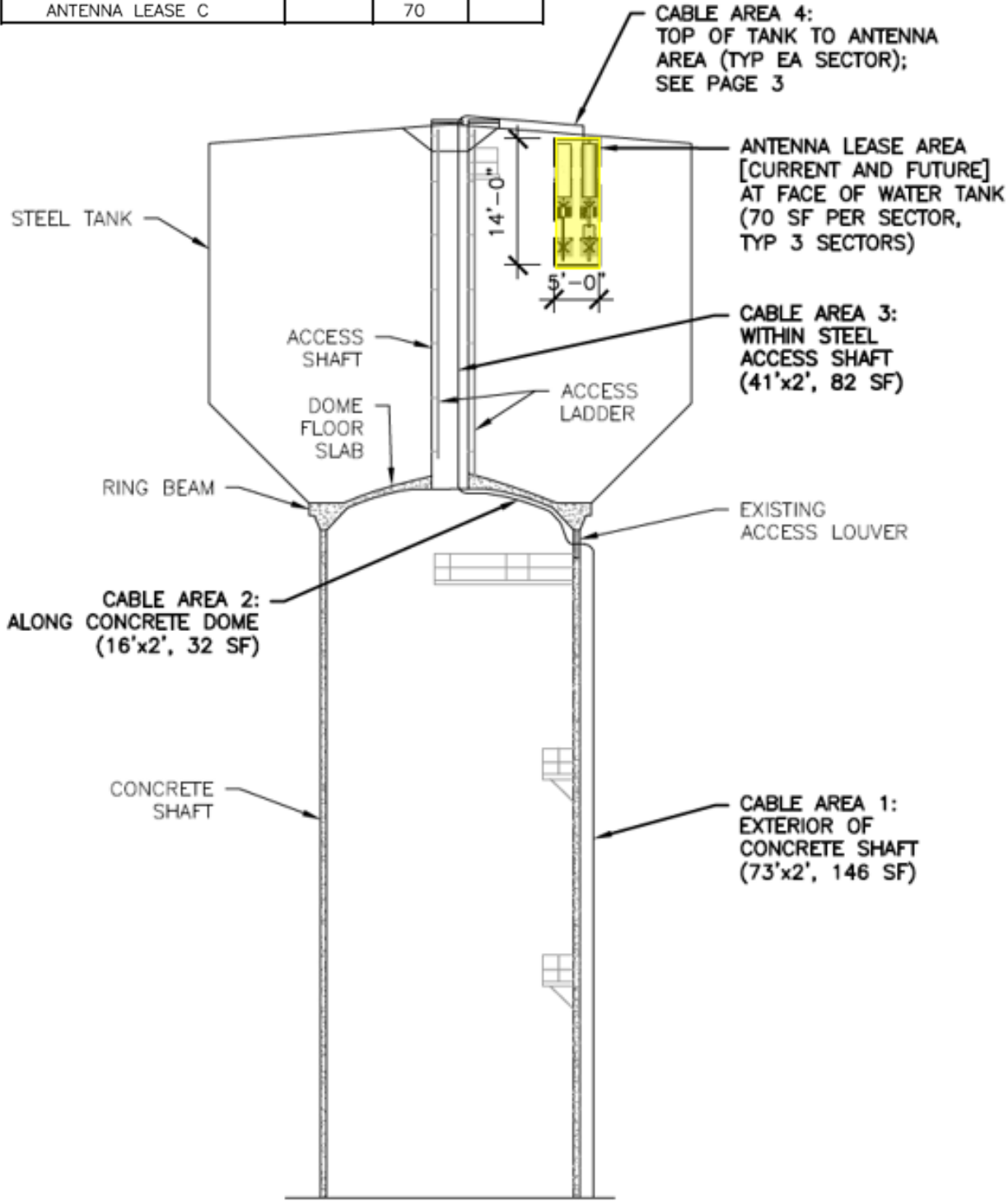
Cable Space Lease Area – Side View

CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70

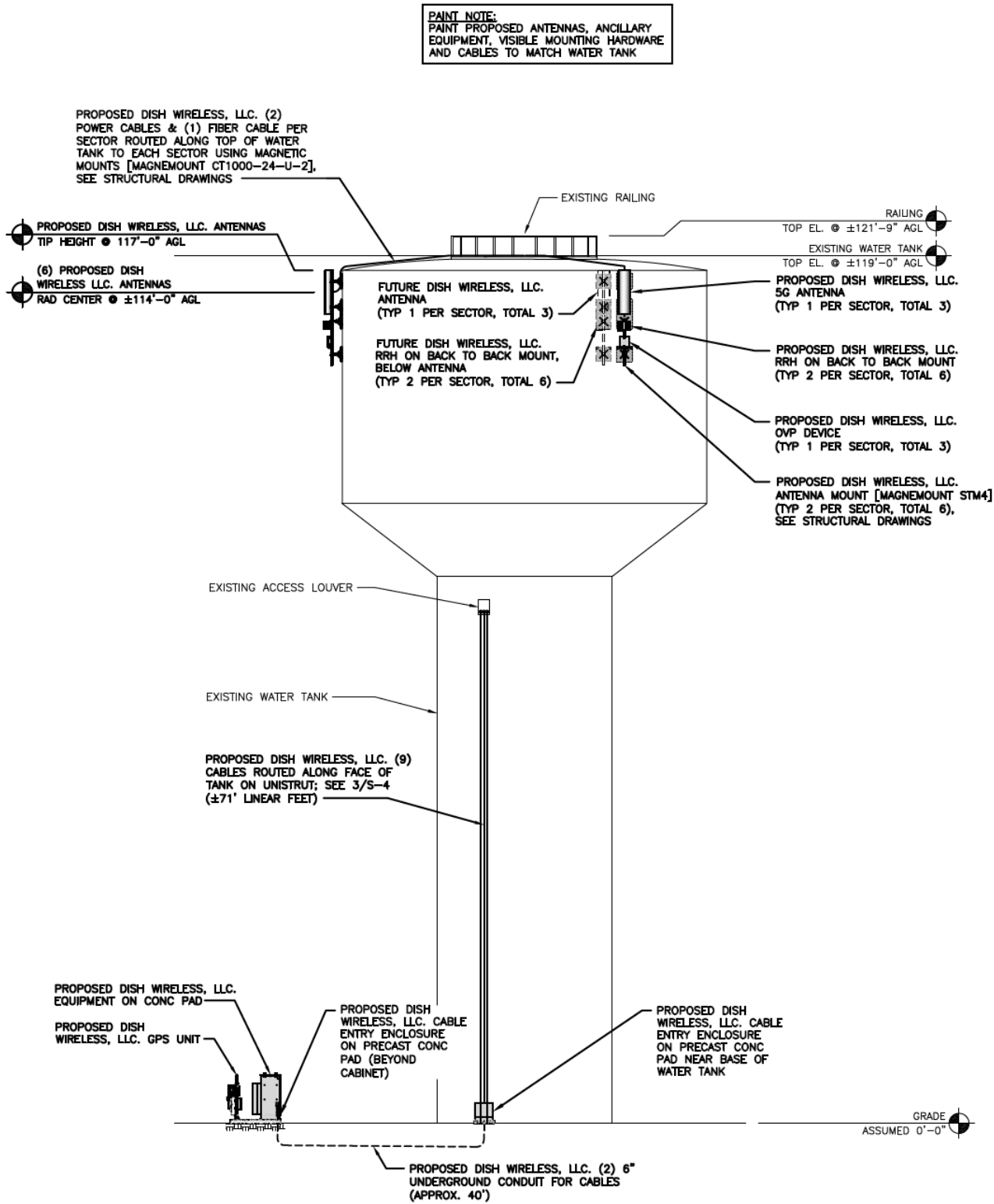


Antenna Lease Area – Side View

ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	

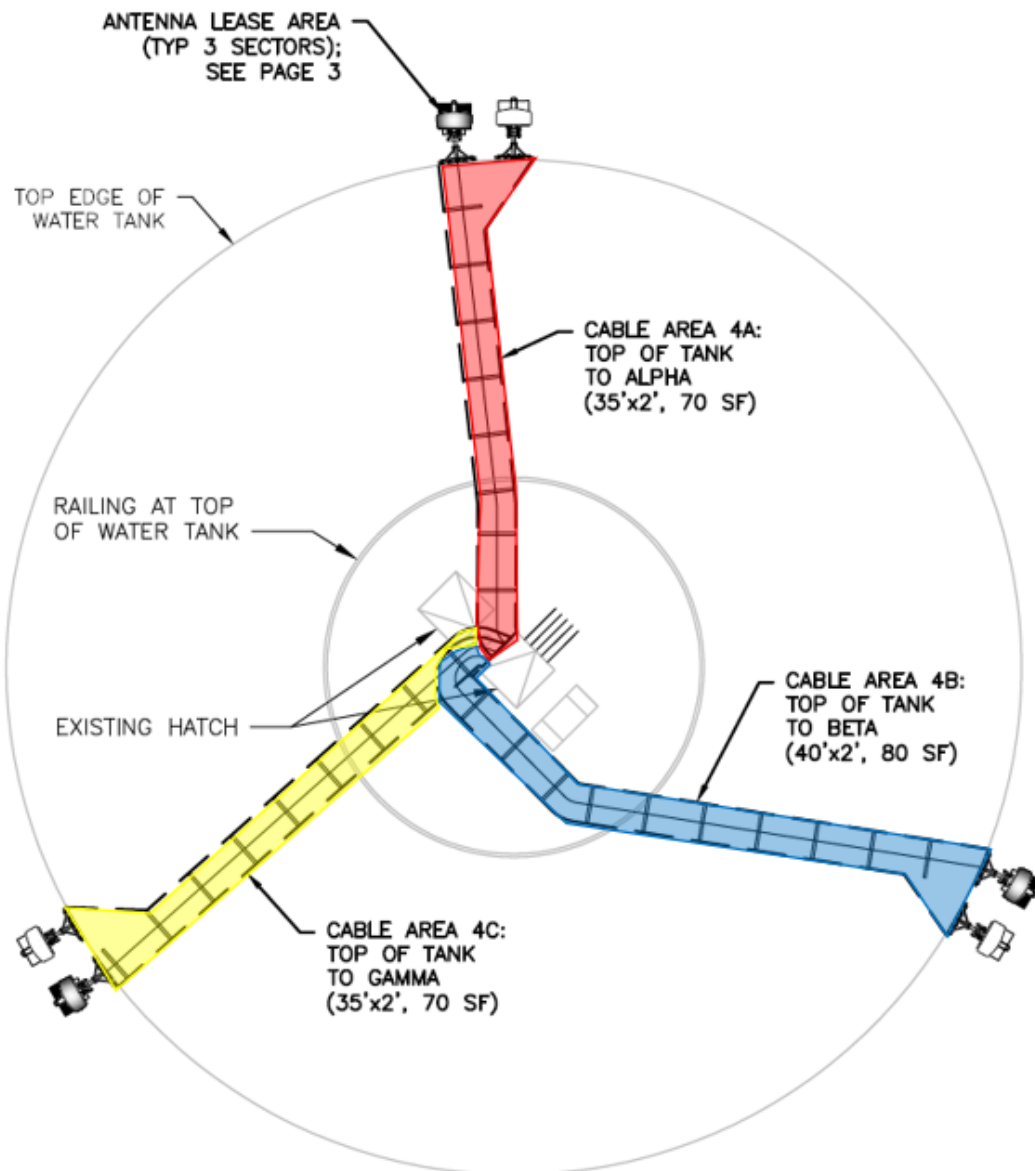


Side View – Equipment Details



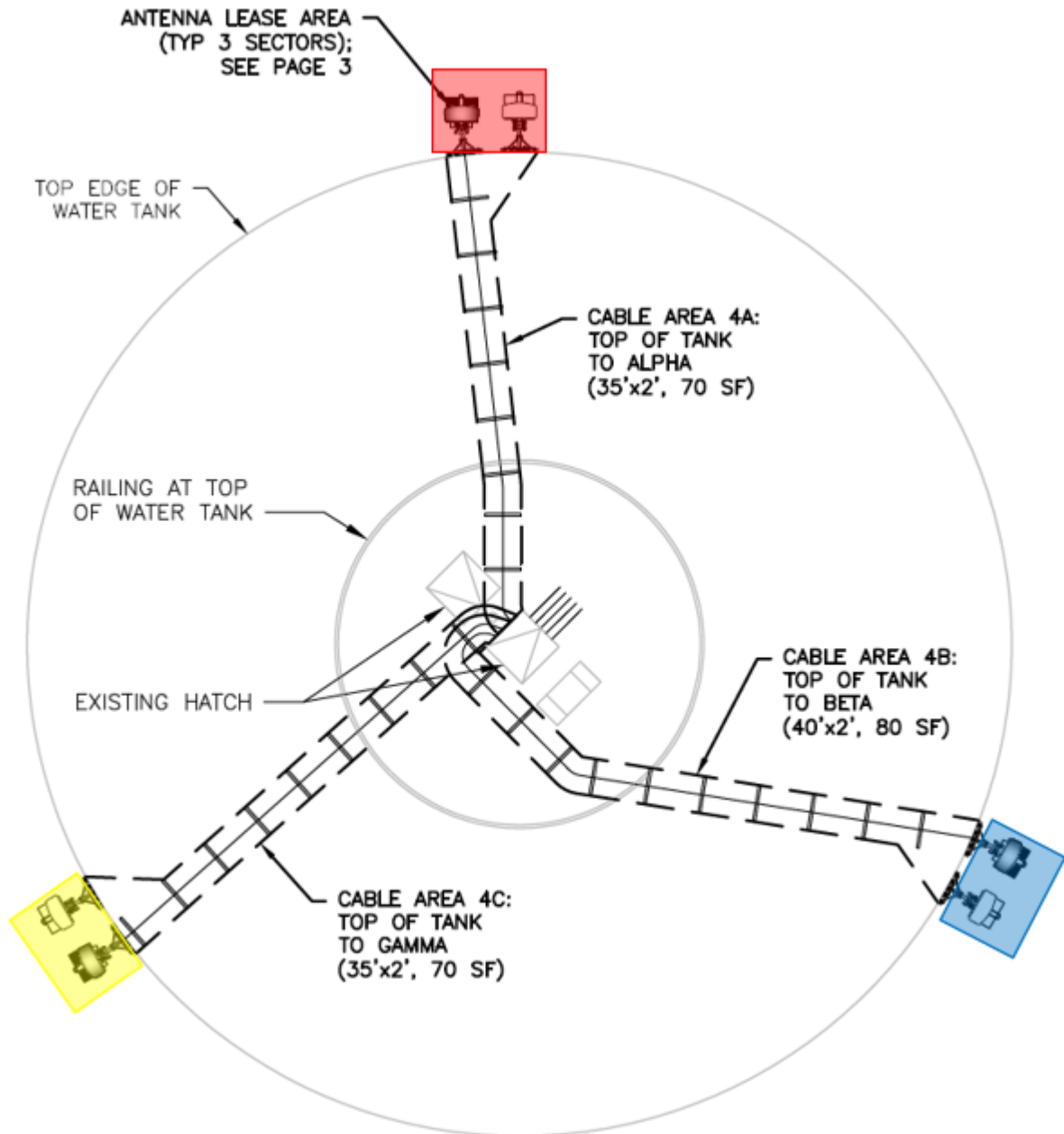
Cable Space Lease Area – Top View

CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70

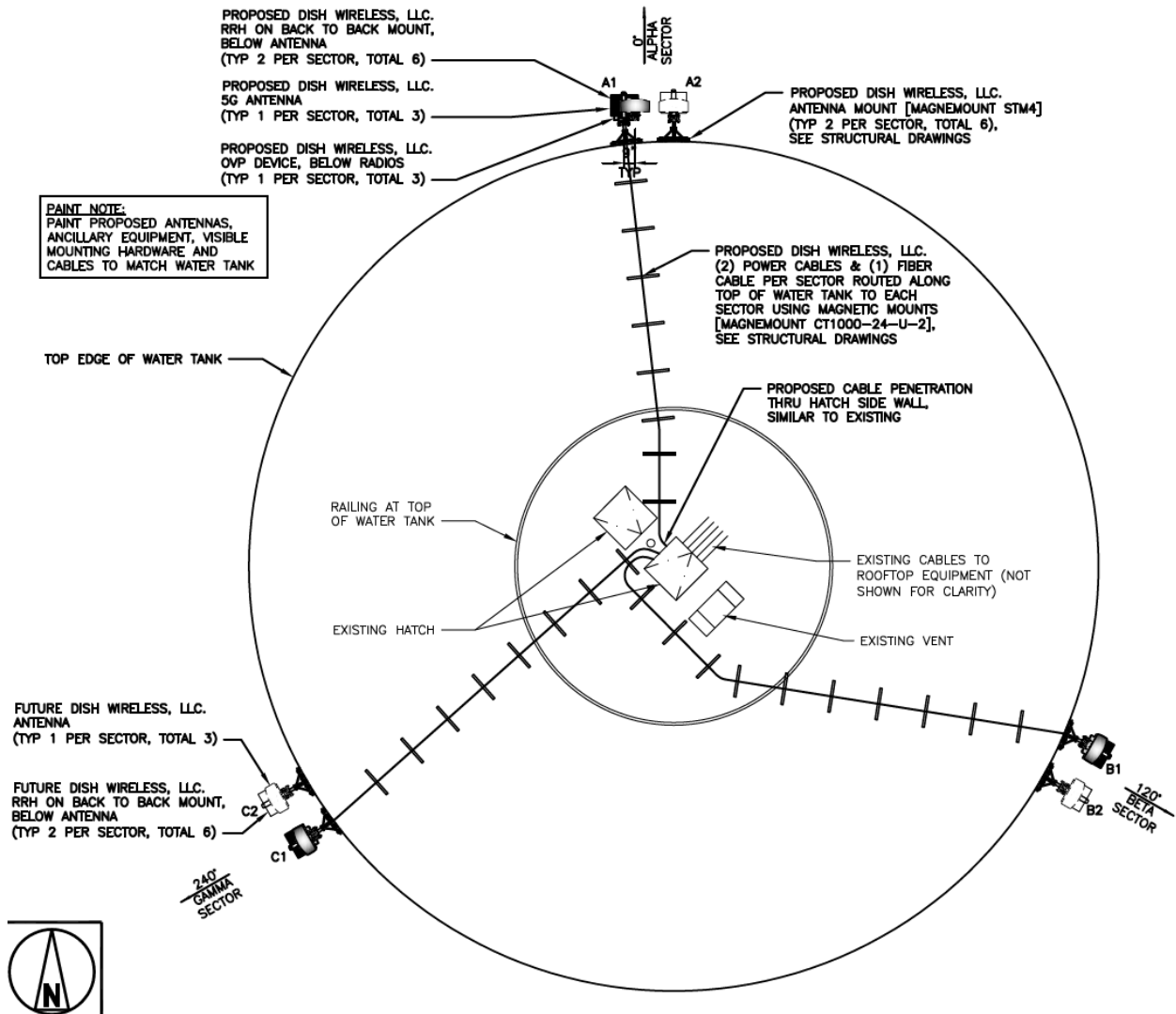


Antenna Lease Area – Top View

ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	



Top View – Equipment Details



Lease Term Renewal:

There was confusion and concerns over the language in subsection 2.2 Term. The previous lease language was confusing and described an automatically-renewing lease in five-year intervals for a maximum of 25 years with a right to terminate after ten years.

Subsection 2.3, Term, has been updated to eliminate the renewal intervals and proposes a flat 15-year lease agreement unless terminated sooner, renewed or extended in accordance with the agreement.

Rent:

There was concern that the proposed rent of \$2,500/month was too low. Other jurisdictions have agreements with Dish for \$3,000/month. Dish originally proposed \$1,500/month due to the smaller service population Stanwood offers compared to other jurisdictions. However after further discussions, Dish has agreed to a revised lease rate of \$2,750/month.

A new subsection 2.4, Development Fee, has been added to the revised lease which states that Dish will pay a one-time fee of \$7,500 to cover time and expenses associated with the legal fees and staff time to review and negotiate the lease agreement.

Future Expansion:

There was concern that approval of the lease agreement would open the door to uncontrolled future additions either from Dish or from other carriers. The City has control over who they lease space to and any other carriers would have to obtain a new lease agreement from the City. Subsection 3.3 Modifications to Tenant's Equipment has been revised to limit future modifications to those specifically described in the lease area. This revision will allow Dish to phase construction of what is agreed to without allowing further additions without an amendment to the lease agreement.

Dish was asked if they intend to attach antennas that would allow for internet via Wi-Fi connectivity in the future. DISH Wireless owns Boost Mobile which is their main consumer facing brand. The antennas proposed for installation at this time will be offering 5G voice and data service to their customers. The users will be able to browse the web via their smartphone. Depending on the plan and their individual phone's capabilities, the user could set up the phone to act as a "wi-fi hotspot" which then allows nearby devices to connect to the phone's data via wi-fi. DISH has no plans at this time to expand their services as an internet service provider.

Maintenance:

There were questions over maintenance responsibilities if Dish's equipment caused a need for more frequent painting of the water tower. A new subsection 6.3, Maintenance and Repair Obligations, requiring Dish to maintain the tank once every five years by removing their equipment and cleaning/repainting the tank at their expense.

Project Example:



Project Rendering:



The original lease agreement went before City Council for its first reading on March 23, 2023 and a second reading with public hearing on April 13, 2023. Some Councilmembers noted their interest in revisiting the lease if their concerns could be addressed. Staff has worked with Dish to address those concerns and is bringing a revised lease agreement to the City Council for review.

ANALYSIS:

Prior to making a recommendation to the City Council or Mayor to grant an easement, the easement request is reviewed against the below listed criteria.

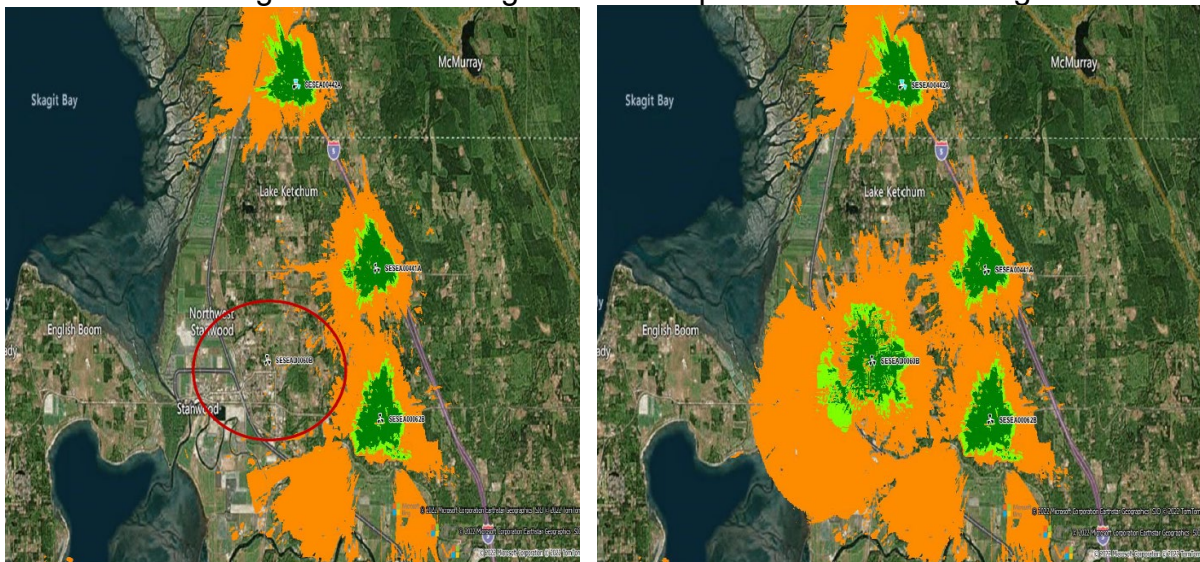
Criteria #1: The easement provides a benefit to the residents of Stanwood.

DISH Wireless is leading the nation in developing an equitable 5G network and has selected Stanwood as one of its pilot locations. The intent of the project is to increase cell phone coverage and promote a diversity of cell phone providers that residents can choose from.

The proposed mounting location is in an area that is primarily residential. Utilization of the water tank limits the proliferation of stand-alone monopole wireless facilities consistent with SMC 17.200. It also creates a source of passive income for the City that was not previously available. Mounting on the tank provides less visual impacts than constructing a new facility. The proposed method of attachment will not damage the water tank. DISH Wireless is also proposing that the equipment on the tank be painted to match the water tank to camouflage the equipment and contribute to minimizing the visual impact in the area. The City property that the tank is located on is also screened with existing evergreen and deciduous trees which are another method of minimizing visual impact.

The DISH service will provide additional opportunities for cell coverage for the citizens of Stanwood and beyond. DISH is currently operating under “Boost” with roaming agreements, so they are already an established carrier. Under the new proposed system, DISH will launch as “Boost Infinite” and will incorporate faster speeds and economical customer cost for their network service. The initial launch will be targeting approximately 18,847 current and potential customers.

Existing Service Coverage versus Proposed Service Coverage



Criteria #2: The easement request does not conflict or interfere with future city projects.

City staff conducted a review of the City's existing Comprehensive Plans to determine if there are any conflicts with existing or future plans: Stormwater, Sewer, Water, and Transportation. The staff report prepared for the April 13, 2023 Council meeting showed that the proposed easement will have no impacts on existing or future plans.

Criteria #3: The easement is not in conflict with any other public overlay easement or restrictive covenant

There are no conflicts with public overlay easement or restrictive covenants.

Criteria #4: The easement does not limit access or public use of the property by the City or city residents

There will be no impact to surrounding properties after the antennas and associated equipment have been installed. The site is only accessible to municipal staff and DISH technicians. DISH technicians will provide a 24-hour notice to city staff if any access is needed or work is proposed on the equipment. The staff report prepared for the April 13, 2023 Council meeting showed that the proposed easement will have no impacts on nearby traffic, walking paths, or views.

Criteria #5: The easement does not limit or interfere with the any existing public works maintenance operations

This application is for a non-exclusive easement. The addition of DISH Wireless equipment will not interfere with Public Works standard maintenance activities. Access to the site and water towers will be maintained at all times. Public Works has reviewed this application and confirmed that antenna attachment to the tank is permissible.

Easement Terms

The draft easement has been reviewed by staff and the City Attorney: all of which are recommending approval. Below are the original easement terms compared to the revised easement terms.

Original Terms

- Provides a non-exclusive right to use a 35 X 45 square foot area for the purpose of installing an electrical cabinet, power lines and conduits on city owned property.
- Dish is responsible for providing independent electrical service to their equipment; stubs are available to site.

Revised Terms

- Provides a non-exclusive right to use 231 square feet of ground area, 840 square feet of underground conduit area, 480 square feet of cable area on Water Tank #3, and 210 square feet of antenna area on Water Tank #3 for a total lease area of 1,761 square feet for the purpose of installing an electrical cabinet, power lines and conduits on city owned property.
- Same

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ The total term of the agreement is for 25 years in 5-year intervals. ▪ Dish will pay the City \$2,500.00 per month for the lease payment with an annual 3% rent inflator. ▪ Access to and from the site must be coordinated with Public Works staff. In the event of an emergency and off-hours access is required Dish will pay the overtime costs to access the site. ▪ In the event that there is substantial damage to the water tower, Dish may terminate the lease agreement or add a mobile structure to the site at an agreeable location. ▪ City and DISH attorneys have agreed upon language for surrender, defaults, indemnification, insurance and warranties. ▪ City is responsible for maintenance of the water tower; Dish is responsible to maintenance of their equipment. | <ul style="list-style-type: none"> ▪ The total term of the agreement is for 15 years. ▪ Dish will pay the City \$2,750.00 per month for the lease payment with an annual 3% rent inflator. ▪ Same ▪ Same ▪ Same ▪ City is responsible for maintenance of the water tower; Dish is responsible to maintenance of their equipment. ▪ Dish is responsible for removing their equipment and cleaning/repainting the water tank once every five years at their expense. |
|--|---|

FISCAL IMPACT

Dish will pay the city rent for the premises in the amount of \$2,750.00 per month plus any leasehold excise tax due and an annual 3% rent inflator. Dish will also be responsible for any overtime costs incurred by City staff to provide access to the site.

COMMITTEE COMMENTS AND QUESTIONS

This proposal went before the Public Works Committee on August 2, 2021, October 3, 2022, and December 5, 2022 and has been revised and updated in response to Committee comments. The proposal also went before the Community Development Committee on September 7, 2023. The proposed rent has been increased from \$2,500.00/month to \$2,750.00/month in response to Committee comments.

RECOMMENDATIONS

Staff Recommendation:

Staff initially had several concerns regarding this project, however, most all of them have been addressed through the long review and negotiation period. Staff recommends approval of the Dish Lease Agreement.

Committee Recommendation:

The Public Works Committee met on August 2, 2021, October 3, 2022, and December 5, 2022, to discuss the proposal, and has mixed feelings regarding the easement request. They support the public benefits that come with healthy business competition including increased choice for data carriers, increased download speeds, better internet security, and reduced rates. However, they also have serious concerns about the aesthetics, site security and the sensitivity of having equipment and access near the city's water supply.

The Community Development Committee met on September 7, 2023, to discuss the revised proposal. The Committee feels that the majority of Council concerns have been addressed with the revised lease. Some committee members still feel that a monthly rent of \$2,500.00 is too low and the proposed rent has been increased to \$2,750.00/month in response.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the lease agreement.
2. Send back to Dish to address specific Council issues or concerns prior to reconsidering the lease agreement.
3. Deny the lease agreement.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A NONEXCLUSIVE SITE LEASE AGREEMENT WITH DISH WIRELESS LLC. TO ALLOW INSTALLATION AND MAINTENANCE OF A CO-LOCATED WIRELESS COMMUNICATIONS FACILITY ON THE CITY'S WATER TANK LOCATED AT 7620 278TH PLACE NW UPON ISSUANCE OF THE APPROPRIATE WIRELESS COMMUNICATION FACILITIES PERMITS.

OR

I MOVE TO REJECT THE LEASE AGREEMENT AND DENY THE EASEMENT REQUEST.

NONEXCLUSIVE SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between City of Stanwood having a place of business at 10220 270th St NW, Stanwood, WA 98292 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:**1. Definitions.**

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 **Project Description.** The Project shall include the use of City grounds and Water Tank #3 located on a portion of the Premises identified in Section 2.2, as shown on Exhibit A as described below:

- a) **Ground Coverage:** This lease covers and includes only the land area needed for the Lessee’s equipment cabinets and underground conduit for cables and power as follows:
 - a. 1 -9 x 14 square foot area that includes the equipment cabinets, transformer box and entry enclosure shown as “ground Lease 1”.

- b. 1 – 10 x 10.5 square foot area for the second entry enclosure shown a “Ground Lease 2”.
 - c. A 3’ x 30’ linear underground conduit trench from the equipment boxes to Water Tank #3 shown as “UG Conduit Area 1”.
 - d. A 5’ x 150’ underground utility conduit from the existing on-site power box to the Lessee’s utility cabinets shown as “UG Conduit Area 2”.
- b) Water Tank #3: Use of the water tank by the Lessee shall be limited to the following:
- a. Cables and anchors along the exterior of the concrete shaft of the water tank shown as “Cable Area 1”.
 - b. Interior cables and anchors along the interior walls and access shaft of the water tank shown as “Cable Area 2” and “Cable Area 3”.
 - c. Up to six (6) antennas installed in two (2) phases over 10-years. Antennas shall be located in three (3) equal distant sectors with two (2) antennas per sector shown as “Antenna Lease Area”. Antennas will be affixed to tank with magnetic mounts.
 - d. Three (3) cables with associated magnetic anchors along the top of the water tank shown as “Cable Area 4A”, “Cable Area 4B”, and “Cable Area 4C”.

All areas described above are shown on Exhibit A and consist of the full area included in the lease. Any changes to the leased area require an amendment the lease agreement and shall be subject to approval by the City.

2.2 Premises. Landlord is the owner of the Property located at 7620 278TH PL NW, Stanwood, WA 98292, as more particularly described in Exhibit B. Landlord leases to Tenant all areas denoted in Section 2.1, Project Description, for the use and operation of its facilities as such are initially described or shown in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to obtain electrical service and/or fiber service from utility providers using previously installed infrastructure located at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises, including, but not limited to, the utility easement identified in Exhibit B. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). However, if, despite the Parties’ good faith efforts, no agreement can be made as to such location, Landlord shall not be determined to be in breach of this Agreement and shall not be liable for any of Tenant’s (or Tenant’s affiliates, employees, officers, agents or lenders) costs, expenses, or damages of any kind, and Tenant shall have the right to terminate this Agreement by written notice to Landlord.

2.3 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1st) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”) and will expire on the last day of the month that is one hundred eighty (180) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Parties agree that, *subject to the Contingencies*, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.4 Development Fee. The Lessee agrees to pay the Lessor a one-time payment of \$7,500.00 for time and expenses associated with the legal fees and staff time to review and negotiate this lease agreement. Payment shall be made to the City within sixty (60) days after the Commencement Date.

2.5 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of TWO THOUSAND SEVEN HUNDRED and FIFTY and 00/100 Dollars (\$2,750.00) per month, plus any leasehold excise tax due. The first Rent payment shall be made within sixty (60) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. Rent shall be automatically increased on January 1 of each year by 3%. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.6 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. ~~If:~~ (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Design, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises as described in Section 2.1 and 2.2, for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property at Tenant's sole expense and upon receipt of Landlord's written approval which shall not be unreasonably withheld.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises at such days and times as mutually agreed upon by the parties and at no additional cost or expense to Tenant. The Structure and Premises are part of the City's water system. Unrestricted access is infeasible. In the event that Tenant requires emergency access during

non-business hours, Tenant shall be responsible for any overtime incurred by the City in making staff available to accommodate Tenant needs.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification; provided, however, that Landlord shall be deemed to have approved such request if Landlord fails to respond in writing to Tenant within 30 days of such request. This section only applies to facilities described in Section 2.1 and 2.2. No expansion in the number of antennas or other equipment is allowed under this section without an approved amendment to this lease agreement by the City Council.

3.4 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Structure is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Structure cannot be restored, or rebuilt, by Landlord within sixty (60) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Structure as soon as possible under the circumstances. In the event Tenant does not elect to terminate this Agreement and Landlord elects to restore or repair the Structure, and if such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then Tenant may remove Tenant's Equipment from the Structure, thereafter replacing Tenant's Equipment on the Structure as soon as reasonably possible if commercially reasonable under the circumstances. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith provided that a temporary location is reasonably available (with no abatement of Rent) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

3.5 Design. Tenant shall comply with any and all design and concealment requirements put in place by the City as of the Effective Date, including but not limited to the requirement that the equipment placed on the Structure and Premises blend in with its surroundings.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may not use or make modifications to the Premises' electrical system; provided, however that Tenant shall have the right to draw power from the existing SNOPUD mounted transformer to the Premises. Pursuant to Section 2.1, Tenant may obtain service from any utility provider serving, or capable of serving, the Premises at Tenant's sole expense and subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may

contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim. Tenant shall be liable to Landlord for any and all costs incurred in discharging a lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). Notwithstanding the foregoing, in the event Landlord determines that it is necessary to install equipment to serve the City's water system that may interfere with Tenant's equipment, then Landlord shall deliver at least 90 days prior written notice to Tenant and the parties shall cooperate in good faith to determine a suitable relocation premises for Tenant's equipment. If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Tenant pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location one (1) time every five (5) years and Landlord will pay all costs if relocation is required by Landlord more than one (1) time every five (5) years; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that: (i) its operation of the Structure and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this

Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Structure and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would increase the size of the Leased Premises.

6.3 Aesthetic Appearance. Tenant further agrees to repaint or refurbish the equipment every 5 years (but no more than 3 times during the Initial Term), if required by the City, to ensure that the equipment maintains the same aesthetic quality as when originally installed. All equipment visible to the public must be maintained to ensure that the paint color matches that of the water tank, chipping or peeling paint is replaced, and dirt, grime and / or water stains are removed.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will **continue to** accrue during the Equipment Removal Period. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Indemnification.

9.1 Tenant's Indemnity. Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except to the extent that such claim, suit, action, liability, injury, death, loss or damage shall have been occasioned by the breach, negligence or misconduct of the Landlord or its officers, directors, shareholders, employees, contractors, agents, representatives, or invitees. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

9.2 Landlord's Indemnity. Except to the extent prohibited by law or sovereign immunity or caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (ii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives.

9.3 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Tenant Obligations.

A. Insurance Term

The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

B. No Limitation

The Tenant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Tenant shall furnish the Landlord with certificates evidencing the insurance requirements of the Tenant.

H. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the Property and hereby waive any right of subrogation that may exist. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. Landlord's Property Insurance

Landlord shall retain its WCIA (or other similar risk pool) coverage for Property and improvements located thereon for full replacement value without any coinsurance provisions.

J. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving thirty business days notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

L. Intentionally omitted.

M. Intentionally omitted.

N. Landlord Full Availability of Tenant Limits

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

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d)[intentionally omitted]; (e) to the extent required by law, Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed provided that Tenant is not in default under this Agreement beyond any applicable notice and cure period. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) {01550367;v2}Site Number: SESEA00060B Stanwood

9

Confidential & Proprietary

Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If the Structure is substantially damaged or destroyed and Landlord does not intend to repair or reconstruct the Structure or a similar structure on the Property then Landlord shall have the right to terminate the Lease with not less than sixty (60) days prior written notice to Tenant.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state Washington in which the Premises is located. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

City of Stanwood
Attn: City Administrator

If by courier service:

10220 270th St NW
Stanwood, WA 98292

If by first-class certified mail:

10220 270th St NW
Stanwood, WA 98292

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

City of Stanwood

By: _____

Name: Sid Robert

Its: Mayor

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission No: _____

DISH'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Purchasing Corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

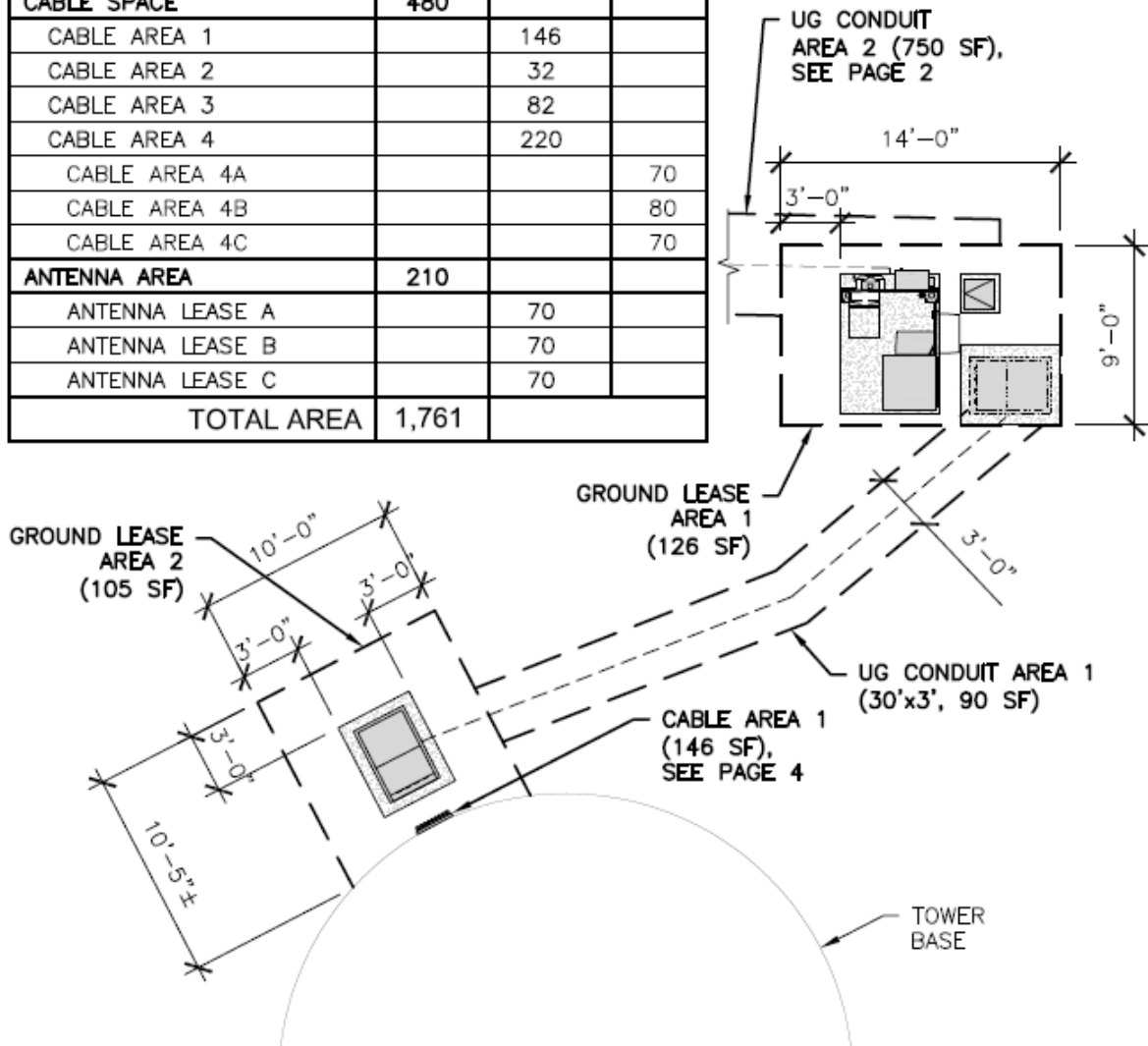
Notary Public

My Commission Expires: _____ Commission No: _____

Exhibit A

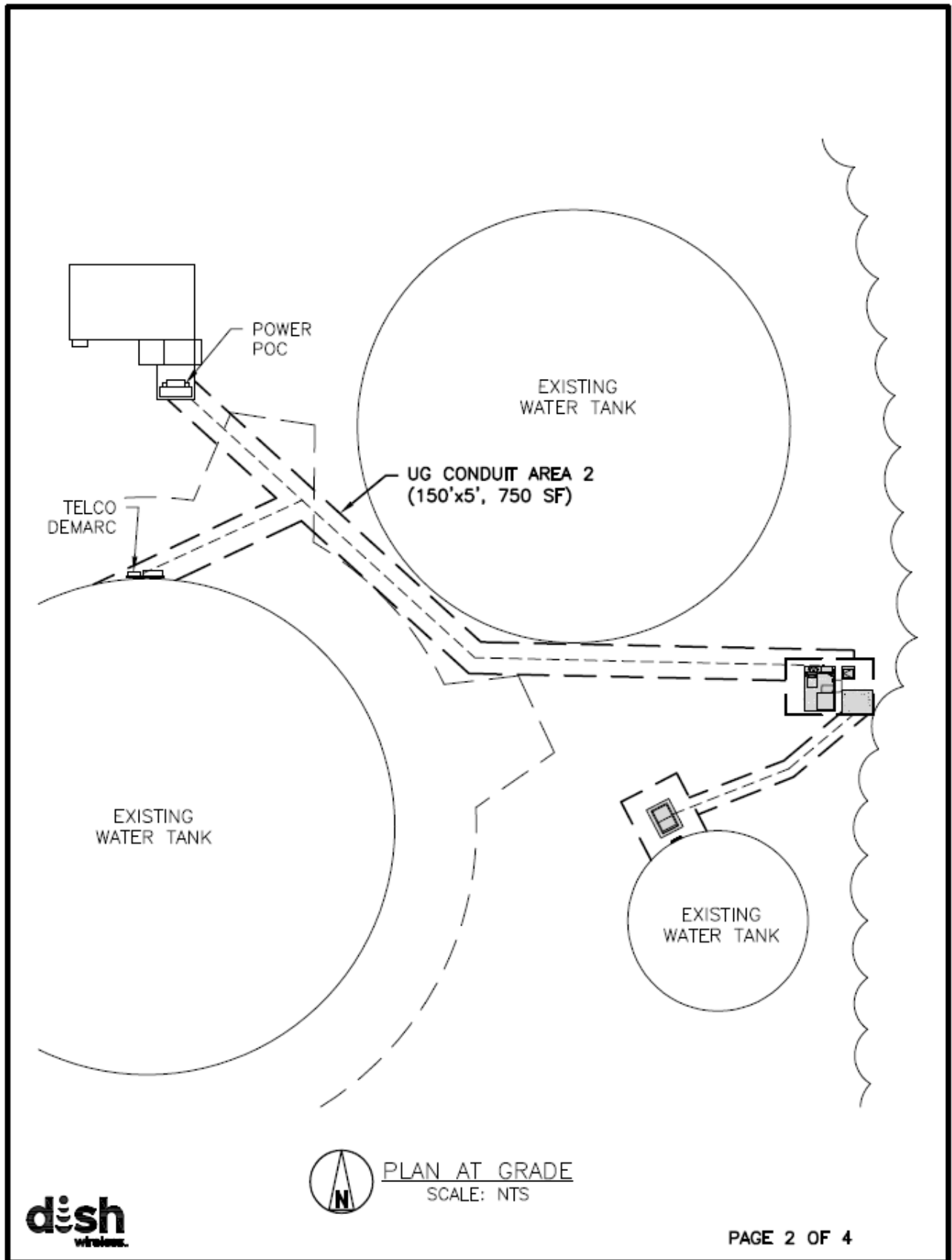
Lessee Lease Area Summary

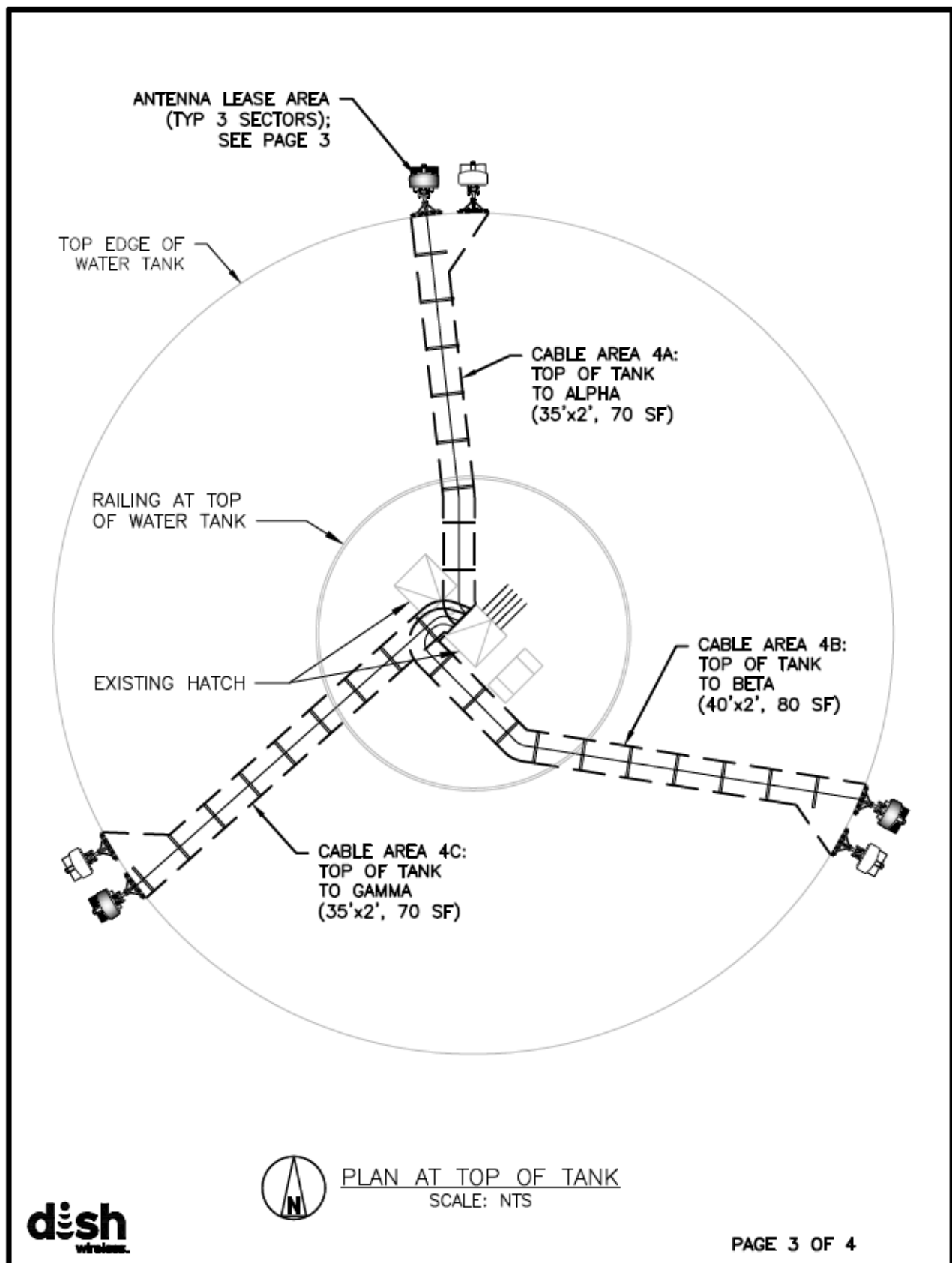
LESSEE LEASE AREA SUMMARY			
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
GROUND SPACE	231		
GROUND LEASE 1		126	
GROUND LEASE 2		105	
UNDERGROUND (UG) CONDUIT	840		
UG CONDUIT AREA 1		90	
UG CONDUIT AREA 2		750	
CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70
ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	
TOTAL AREA	1,761		



PLAN AT GRADE
SCALE: NTS

PAGE 1 OF 4





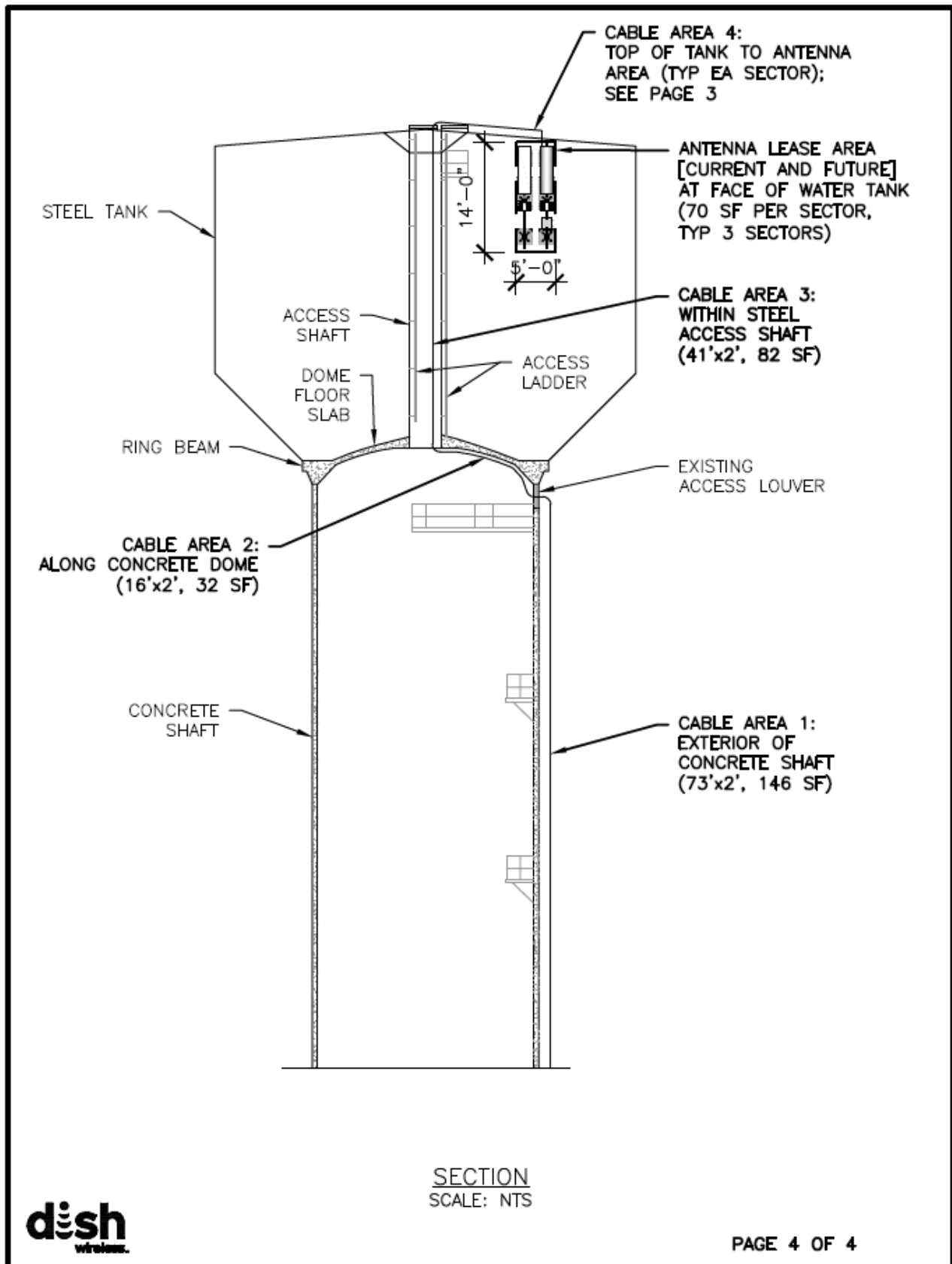


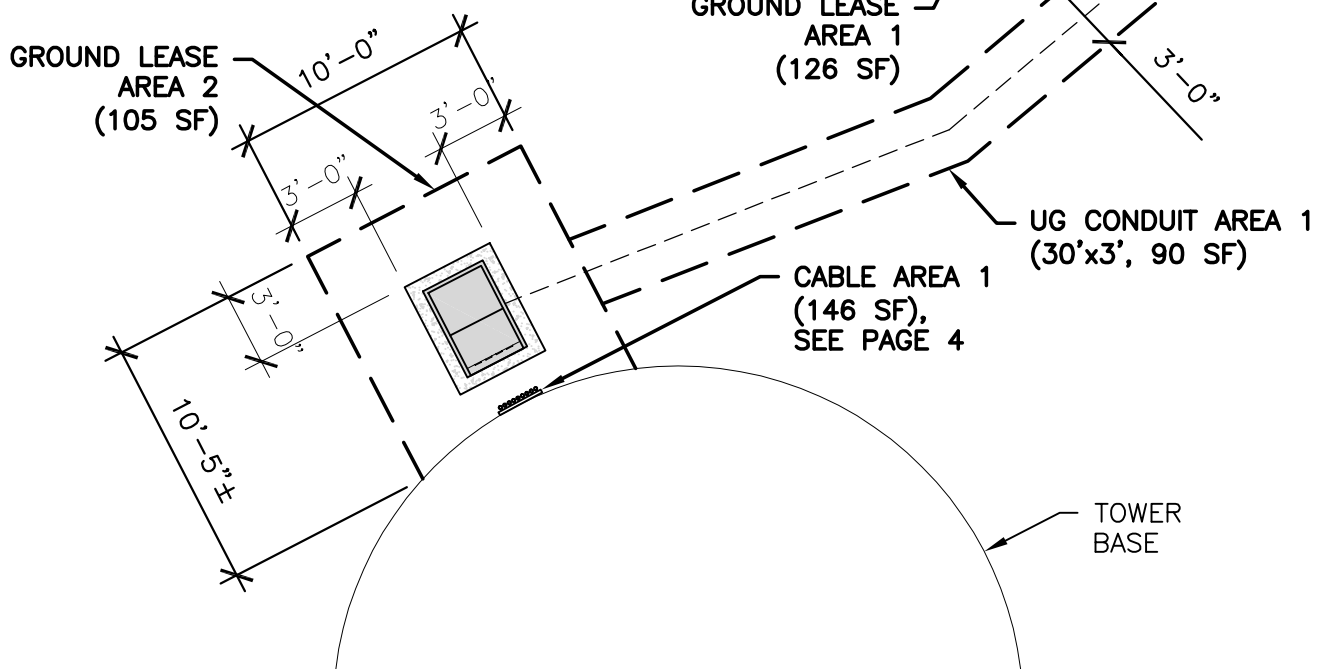
Exhibit B

Abbreviated Legal Description of Parcel 32042000205900

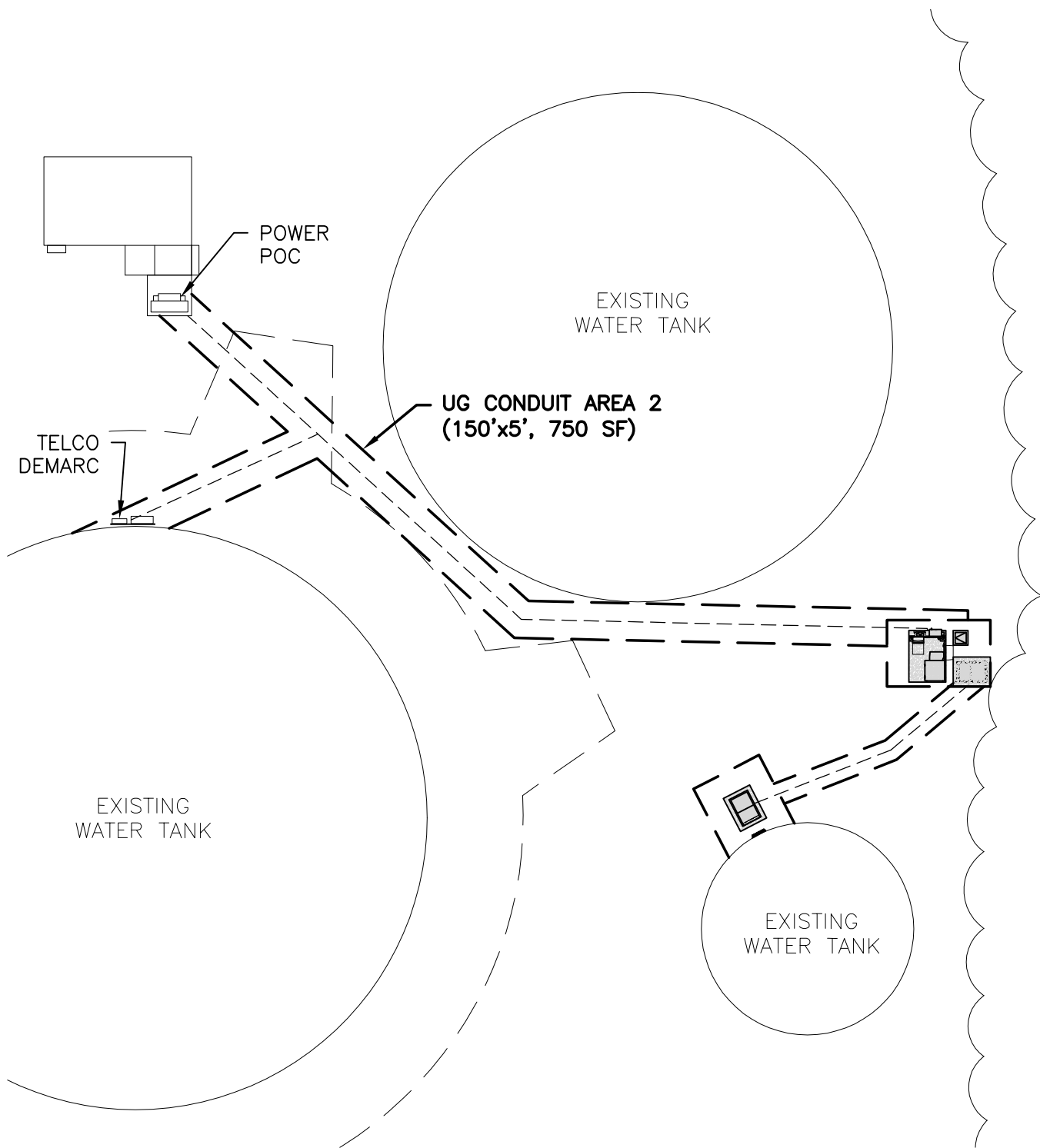
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SEC 791.33FT TO TPB TH CONT N02*09 30W ALG SD W LN 380.36FT TH N87*50 30E PERP TO SD W LN 180FT
THS02*09 30E 180FT TH S87*50 30W 130FT TH S02*09 30E 200.82FT TH S88*21 55W 50FT TO TPB

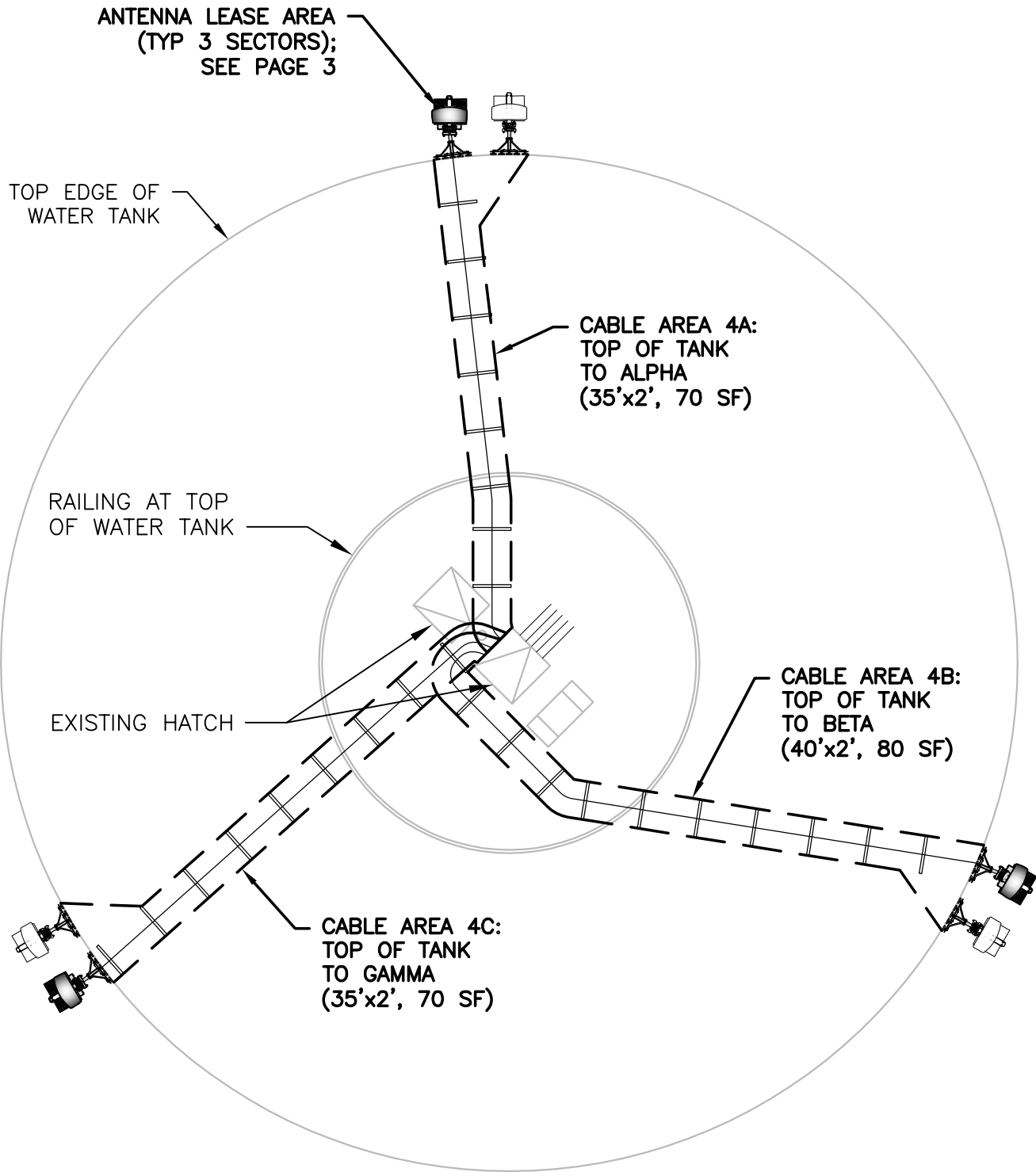
LESSEE LEASE AREA SUMMARY

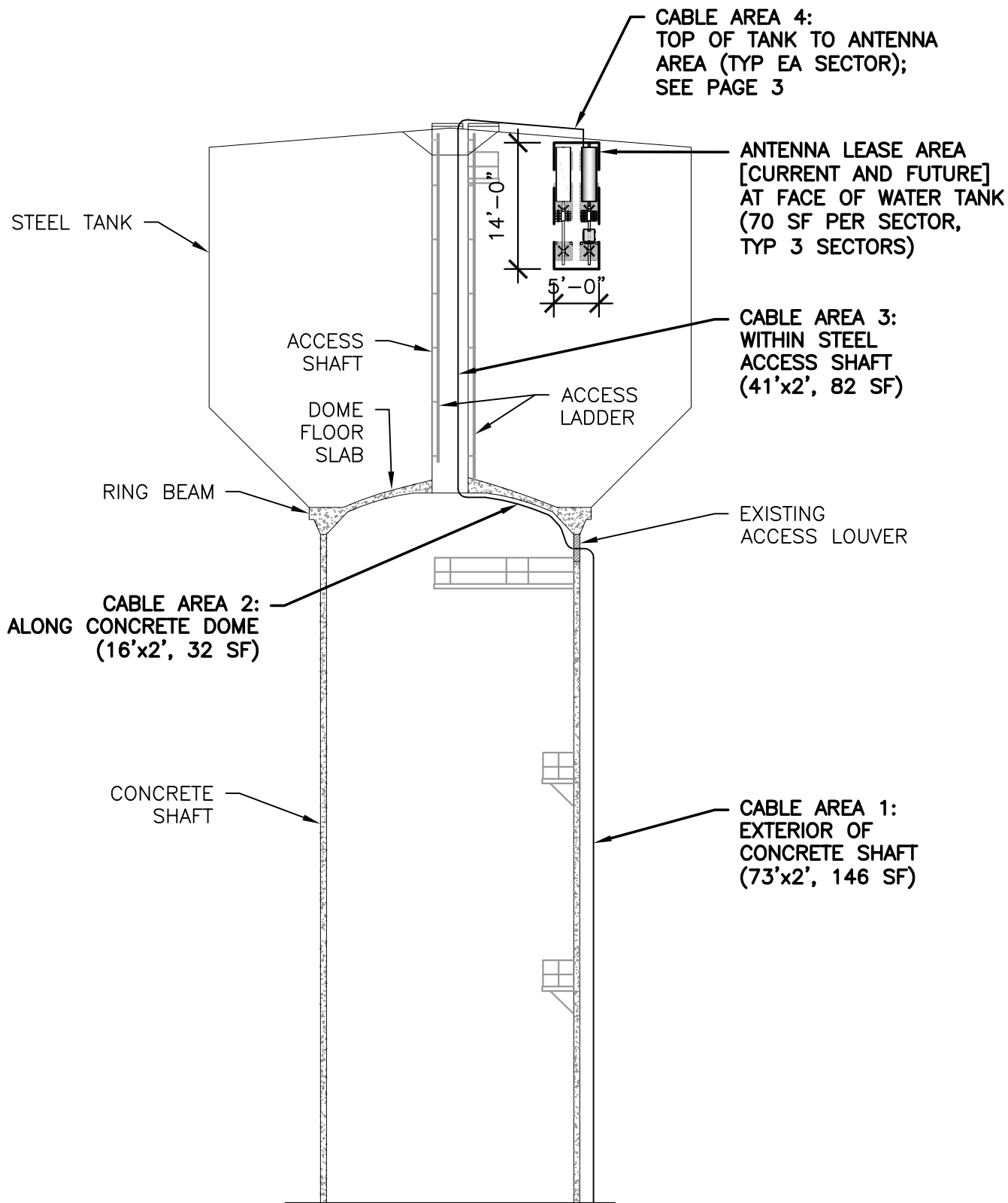
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
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CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70
ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	
TOTAL AREA	1,761		



PLAN AT GRADE
SCALE: NTS







SECTION
SCALE: NTS

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: September 28, 2023
SUBJECT: ILA for Law Enforcement Services 2024 - 2026
CONTACT PERSON: Shawn Smith, City Administrator
ATTACHMENTS: A - ILA for LES with Addendum 1 & 2

PURPOSE

The purpose of this item is for City Council to authorize the Mayor to sign an ILA (Interlocal Agreement) for Law Enforcement Services for 2024 - 2026.

BACKGROUND

The city has contracted for law enforcement services with the Snohomish County Sheriff's Office since 2000. The current agreement is due to expire on December 31, 2023. City staff have been working with the county to finalize the ILA. The county required a one-year extension for 2023, in an effort to bring Stanwood's term in line with other contracting cities. The city now needs to approve a new contract for the next 3 years.

DISCUSSION

Staffing levels under the ILA, will be as follows: a lieutenant (Chief), two sergeants, six patrol deputies, and one detective will staff the police department. The school resource officer is now paid for by the school district. The overall cost increase from 2023 to 2024 is \$246,137. The increase in 2025 and 2026 is just over \$100,000 per year. The increase is due to core decisions and legislation making it difficult for police officers to work in this state. Currently, Snohomish County Sheriff's office is down sixty deputies. The increase to the city is to cover the cost of bringing on a new deputy, which can take a year of training, and for a recruitment bonus to help Snohomish County Sheriff stay competitive with other agencies also looking for officers. The increase is also due to internal costs such as risk management were for the first time passed on to the city in 2023.

ANALYSIS

The 2023 contract for law enforcement services will cost the City of Stanwood \$2,357,567 in 2024, \$2,468,443 in 2025, and \$2,581,438 in 2026.

Fiscal Impact			
Fund(s):	General Fund		
Contract Amount:	\$7,407,448 (3 years)	Project Estimate:	
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends authorizing the mayor to sign the ILA with Snohomish County Sheriff's Office for law enforcement services for 2024 - 2026.

Committee/Board Recommendation:

The Public Safety Committee discussed this at their September 14, 2023 meeting and recommended bringing this to full council.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the interlocal agreement with Snohomish County for law enforcement services.
2. Do not authorize the mayor to sign the interlocal agreement with Snohomish County for law enforcement services and pursue starting up Stanwood's own police department.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE SNOHOMISH COUNTY SHERIFF'S OFFICE FOR YEARS 2024-2026.

ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement between Snohomish County and the City of Stanwood For Law Enforcement Services (the “Agreement”), entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY), and the City of Stanwood, a municipal corporation of the State of Washington (hereinafter referred to as the CITY).

WITNESSES THAT:

WHEREAS, the CITY'S geographical boundaries lie entirely within the COUNTY; and

WHEREAS, the CITY possesses the power, legal authority and responsibility to provide law enforcement services within its boundaries; and

WHEREAS, the COUNTY, through the Snohomish County Sheriff's Office (hereinafter referred to as the SHERIFF) provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, the COUNTY has the power and legal authority to extend those law enforcement services into the geographical area of the CITY; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

WHEREAS, the CITY desires to enter into an agreement with the COUNTY whereby the COUNTY, through the Sheriff, will provide quality law enforcement services to the CITY and its inhabitants; and

WHEREAS, the COUNTY agrees to render such law enforcement services, through the SHERIFF;

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

1.0 BASE LEVEL SERVICES. The COUNTY will provide within CITY limits the following base level law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the COUNTY in unincorporated Snohomish County unless otherwise set forth herein:

1.1 PATROL SERVICES. The COUNTY will provide Police Patrol Services as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. Patrol services shall include reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions.

1.2 INVESTIGATIVE SERVICES. The COUNTY will provide Investigative Services consisting of: follow-up investigations by one or more detectives assigned to the CITY, investigating crimes as assigned. The Sheriff's Investigations Division will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse. The Investigations Division services include polygraph examinations.

1.3 SPECIAL SERVICES. The COUNTY will provide Special Services that may include, but are not limited to: K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support, and volunteer community crime prevention.

1.4 SUPPORT SERVICES. The COUNTY will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, internal investigations, evidence management, and contract administration.

1.5 RECORDS. The CITY shall perform required data entry into the records management system in accordance with this Agreement, and shall maintain records in the police department facility.

1.6 EVIDENCE. The COUNTY will process and maintain evidence and property collected as a result of investigations occurring within the CITY in the same manner used for SHERIFF investigations occurring in the unincorporated portions of the COUNTY.

2.0 ORGANIZATION. The COUNTY will provide the services identified in Section 1.0 through the following organization:

2.1 CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee, will designate a SHERIFF'S lieutenant to act as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, set minimum service levels with input from the Mayor, prepare budget requests, schedule employees, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the CITY. The SHERIFF has no interest in defining law enforcement issues and priorities of importance to the CITY to the extent that the CITY's directives to the Chief of Police are lawful. The Mayor shall maintain the authority to define law enforcement issues and priorities, and set expectations for communication of law enforcement issues, for the Chief of Police or his designee. The Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

2.2 ASSIGNED SUPERVISORY PERSONNEL. In addition to the Chief of Police, the COUNTY will assign one or more SHERIFF'S sergeants to work within the CITY to assist the Chief of Police. The assigned sergeant(s) will assist the Chief of Police with supervision of other assigned personnel, and may also provide patrol, investigative, or special services. The number of sergeants assigned to the CITY are listed in Addendum 2, attached hereto and incorporated herein by reference. The COUNTY may assign additional sergeants if requested and contracted for by the CITY.

2.3 ASSIGNED DEPUTY SHERIFF PERSONNEL. The COUNTY will assign fully commissioned deputy sheriffs to the CITY, as shown in Addendum 2, or as amended per section 6.3 of this Agreement. These deputies will be dedicated to providing the law enforcement needs of the CITY by performing patrol, investigative or special services under supervision of the Chief of Police and the sergeant(s).

2.4 JOINT USE OF POLICE DEPARTMENT FACILITY. Since both the COUNTY and the CITY will benefit from the use of existing CITY space by Sheriff's deputies assigned to patrol the CITY and the surrounding unincorporated COUNTY area, the COUNTY will provide a credit to the CITY per Addendum 1, which is attached hereto and incorporated herein by this reference. The parties agree that for the purposes of community identity, the facility may be identified as the "Stanwood Police Department" if the CITY so desires, but for purposes of this Agreement the facility will be considered a Sheriff's Office substation. The assessed value of the Stanwood Police Department facility, for tax year 2023, is \$580,000. The credit described in Addendum 1 may be renegotiated in accordance with paragraph 13.0 if (1) the Stanwood Police Department facility's assessed value increases or decreases by more than 30% from the tax year 2023 assessed value, or (2) if the physical location of the police department facility changes.

2.5 WORK LOCATION. Assigned personnel identified in Sections 2.1, 2.2 and 2.3 above shall provide the described services exclusively within the CITY limits, provided that personnel may be directed to duties outside the CITY in cases of emergency.

2.5 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the Chief of Police, sergeant(s) and deputies assigned full time to the CITY under this Agreement will display identification of the CITY. The CITY will determine the form of identification; provided, the SHERIFF'S badge will be retained on the uniform and any marked vehicles display a small graphic stating "Law enforcement services provided by the Snohomish County Sheriff's Office" or something similar and mutually acceptable.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The COUNTY will maintain reporting districts that are coterminous with the city boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 NOTIFICATION TO MAYOR. The Mayor will provide the Chief of Police with a list of events that the Mayor considers significant criminal occurrences. The Chief of Police will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the CITY.

3.3 ACTIVITY REPORTS. Each month, the COUNTY will provide reports to the CITY, through the Chief of Police, on criminal and traffic activity within the city limits.

3.4 MEDIA RELEASES. The SHERIFF's Director of Communications will prepare news releases concerning major crime investigations conducted by SHERIFF investigators and will send a copy to the Mayor or the Mayor's designee and to the Chief of Police. The Chief of Police, or the Chief of Police and the SHERIFF's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the CITY under this Agreement. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The COUNTY is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County employees rendering services hereunder shall be considered employees of the COUNTY for all purposes.

4.1.2 CONTROL OF PERSONNEL. With the exception of defining enforcement issues and priorities, the COUNTY shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

4.1.3 CHIEF OF POLICE WORK SCHEDULES. The CITY shall establish the work schedule of the Chief of Police in accordance with the labor agreement executed between Snohomish County and the Snohomish County Sheriff's Office Management Team, and determine enforcement issues and priorities of the Chief of Police appointed pursuant to paragraph 2.1.

4.1.4 OPERATIONAL CONTROL BY CHIEF OF POLICE. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. shall be the responsibility of the Chief of Police. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the SHERIFF's Office Manual of Policy and Procedures and any applicable labor agreements.

4.1.5 CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties required by the CITY that are not normally performed by Sheriff's deputies in unincorporated Snohomish County.

4.1.6 REPLACEMENT OF CHIEF OF POLICE. The Chief of Police designated under paragraph 2.1 may be replaced in the following manner:

4.1.6.1 CITY REQUEST. The COUNTY will replace the Chief of Police designated under paragraph 2.1 within thirty (30) days of receipt of a written request from the CITY outlining the reasons for said request. Any written request for replacement of the Chief of Police shall be delivered to the Sheriff personally or by certified or registered mail.

4.1.6.2 COUNTY REQUEST.

A. The COUNTY may replace the Chief of Police designated under paragraph 2.1, provided,

1. The lieutenant currently serving as Chief of Police has been assigned to the CITY in that capacity for three consecutive years; or
2. The lieutenant assigned to the CITY as Chief of Police has been promoted to a higher rank within the Sheriff's Office; or
3. The CITY agrees to the COUNTY's request to replace the lieutenant; or
4. The COUNTY determines the move is in the best interests of the COUNTY or the CITY, based upon the outcome of a personnel complaint investigation.

B. The COUNTY will provide the CITY with a minimum of 60 days' notice of its intent to replace the lieutenant assigned to the CITY. If replacement is a result of the lieutenant being promoted to a higher rank within the SHERIFF'S Office, the CITY may retain the person assigned beyond 60 days by paying the COUNTY the difference in salary and benefits between lieutenant and the higher ranking position.

C. When the Chief of Police is replaced pursuant to this section, the COUNTY will provide the replacement lieutenant to the CITY a minimum of two weeks prior to the actual transfer in order to ensure an effective transition.

4.2 SICK LEAVE TEMPORARY REPLACEMENT. If a COUNTY employee assigned to the CITY is absent from duty due to illness or injury for longer than the average annual sick and FMLA leave usage for the deputy sheriff work force, the COUNTY will back fill the vacancy, utilizing straight time, overtime or a combination thereof to ensure minimum coverage levels are met. The figure of average annual sick and FMLA leave usage for the deputy sheriff work force will be provided to the CITY with the invoice for January of each year that this Agreement is in effect.

4.3 CHIEF OF POLICE: TEMPORARY REPLACEMENT. If the Police Chief assigned to the CITY is absent from duty for any reason for a period of ten (10) consecutive work days, the COUNTY will provide a replacement Police Chief at the rank of Sergeant or above,

beginning on the eleventh (11th) work day until such time as the Police Chief assigned to the CITY is able to return to his duties as Police Chief.

4.4 TEMPORARY REPLACEMENT COST. Costs related to all staffing resources assigned under sections 4.2 and 4.3 will be billed to the CITY in accordance with the rates set forth in Addendum 2.

4.4 DEATH OR TOTAL DISABILITY OF CHIEF OF POLICE. In the event of the designated Chief of Police's death or total disability, the COUNTY will provide a replacement Chief of Police as soon as reasonably practicable.

4.5 TRANSFER OF EQUIPMENT REPLACEMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement or any predecessor agreement shall become property of the CITY upon termination of this Agreement. The COUNTY shall provide the CITY with a list of capital equipment covered by this section which shall be updated annually. The CITY shall retain any money contributed towards reserve accounts for future replacement, purchase or upgrade of this equipment upon the termination of this Agreement.

4.6 EQUIPMENT REPLACEMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the COUNTY in policing unincorporated Snohomish County. The CITY shall have the option to pay a lesser annual replacement rate in exchange for using its vehicles beyond the replacement time period utilized by the COUNTY; provided, the replacement takes place at the customary mileage limit for all like equipment in use by the SHERIFF.

5.0 PERFORMANCE REVIEW SCHEDULE. The Sheriff or the Sheriff's designee shall meet with the CITY as needed and at least annually to discuss performance under this Agreement. The CITY shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

6.0 COMPENSATION.

6.1 CONTRACT AMOUNT. In consideration for the base level services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY a sum, monthly, equal to one-twelfth of the amount determined to be the annual total provided in Addendum 2. In the event direct costs to the County to provide such services increase or decrease by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 2, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.

6.2 BILLING. The CITY will be billed in equal monthly amounts for services rendered. Payments are due within 30 days after invoicing by the COUNTY. Payment shall be made to:

Snohomish County Sheriff's Office
Finance Division
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

6.3 ADJUSTMENT OF LEVEL OF STAFF SERVICES. In the event the CITY is unable to fund this Agreement in its entirety, the CITY will notify the COUNTY in writing at least 60 days prior to any changes regarding the level of staff services, and related capital equipment. The COUNTY shall make its best efforts to accommodate such staffing level changes requested by the CITY.

7.0 CITY RESPONSIBILITIES.

In support of the COUNTY providing the services described in Sections 1 and 2 above, the CITY promises:

7.1 MUNICIPAL AUTHORITY. To hereby confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY municipal, criminal and traffic codes within city boundaries, for the purposes of carrying out this Agreement;

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, DISTRICT COURT AND ASSIGNED COUNSEL). To provide for criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within CITY limits, including Agreements for services with the Snohomish Regional Drug and Gang Task Force, and Dawson Place Child Advocacy Center;

7.3 CITY PROVIDES SPECIAL SUPPLIES. To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms and the like where such is required by the CITY or must be issued in the name of the CITY;

7.4 SNOPAC CONTRACT. To maintain its contract with SNOPAC for radio communication, dispatch services and CAD/RMS terminal assessments;

7.5 SERS CONTRACT. To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of 800 MHz Trunked Radio System;

7.6 VIOLATIONS BUREAU--CITY RETAINS REVENUE. To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before this Agreement was implemented;

7.7 CITY PROVIDES CIVILIAN SUPPORT STAFF. To provide a minimum of 2.0 full time equivalent civilian support staff at CITY expense dedicated exclusively to provide citizen services, such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the CITY'S violations bureau, and all public records disclosure and other needs of the police department, as determined by the Chief of Police, during the term of this Agreement; and

7.8 CITY MAINTAINS BUILDING. To maintain, at CITY expense, the police department building and its related utilities (except telephone), janitorial services, furnishings, fixtures and CITY owned equipment at the same level of maintenance as other CITY owned and operated buildings.

7.9 CONTRACTS WITH OTHER AGENCIES. Recognizing that the CITY retains the authority to provide law enforcement and criminal justice services to its citizen's, this Agreement shall not be constructed as an exclusive Agreement for law enforcement services with the COUNTY. The CITY shall retain the right to contract for additional or different law enforcement services with other agencies.

8.0 DURATION.

This Agreement will govern law enforcement services provided from January 1, 2024, through December 31, 2026, unless either party initiates termination procedures as outlined in Section 9 or termination is necessary due to a lack of sufficient legislative appropriation by either party. Pursuant to RCW 39.34.040, this Agreement will be filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website.

9.0 TERMINATION.

Either party may terminate this Agreement as follows:

9.1 WRITTEN NOTICE REQUIRED. The party desiring to terminate this Agreement shall provide written notice to the other party.

9.2 TRANSITION PLAN. Upon receipt of such notice, the parties agree to commence work on, and complete within 120 days, a plan for the orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of twelve months. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party.

9.3 FINAL NOTICE OF INTENT TO TERMINATE. Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the transition plan, or as necessary due to lack of legislative appropriation.

9.4 RETURN OF EQUIPMENT AND FUNDS. Upon termination of this Agreement, the COUNTY shall deliver to the CITY all equipment used to provide services to the CITY under this Agreement that was purchased (either directly or through reimbursement) with CITY funds. The COUNTY shall also deliver to the CITY any funds in Equipment Rental

and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the CITY.

10.0 NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to SNOHOMISH COUNTY shall be sent or delivered to:

Snohomish County Sheriff
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

Any notice to the CITY OF STANWOOD shall be sent or delivered to:

City of Stanwood Mayor
10220 270th Street NW
Stanwood, WA 98292

11.0 INDEMNIFICATION.

11.1 COUNTY RESPONSIBILITY. The COUNTY shall protect, save harmless, indemnify and defend the CITY, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or COUNTY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the COUNTY in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the CITY, its elected or appointed officials, officers, employees or agents.

11.2 CITY RESPONSIBILITY. The CITY shall protect, save harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the CITY in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

11.3 CITY ORDINANCES. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy

the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 11.1 and 11.2 to this Agreement.

12.0 AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

13.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties with the same formalities as required for execution of this Agreement..

14.0 NO THIRD PARTY BENEFICIARY. The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

15.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

16.0 VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

17.0 WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY, which shall be attached to the original Agreement and filed with the COUNTY Auditor.

18.0 DISPUTE RESOLUTION

18.1 In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Agreement, the SHERIFF and the Mayor, or their respective designees, shall attempt to resolve any problems on an informal basis.

18.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

18.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

19.0 ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are

excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

20.0 SEVERABILITY CLAUSE. 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.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY

CITY OF STANWOOD

Dave Somers, County Executive
DATE: _____

Sid Roberts, Mayor
DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
DATE: _____

Nikki Thompson, City Attorney
DATE: _____

APPROVAL RECOMMENDED:

Adam Fortney, Sheriff
DATE: _____

REVIEWED BY RISK MANAGEMENT:

APPROVED () OTHER ()

Risk Manager
DATE: _____

Addendum 1
Stanwood Interlocal Agreement
for Police Service Building Credit
Stanwood Police Department Facility

Building credit is determined by the following formula:

Approximately 3400 square feet of furnished office space;

$\$14.64 \times 3400 = \$49,776$ credit for year 2024.

$\$14.93 \times 3400 = \$50,762$ credit for year 2025.

$\$15.23 \times 3400 = \$51,782$ credit for year 2026.

* Fair market value for commercial office space as determined by a survey of Stanwood area real estate companies, PROVIDED that this square footage value may be adjusted in accordance with Section 2.4 of the Interlocal Agreement.

2024-2026 ADDENDUM 1
COST OF SERVICE

STANWOOD

2024-2026	FTE	2024	Prior Contract Cost	2024	2025	2026
Personnel	Count	FTE Cost	2023	Base Costs		
Lieutenant Salary	1.0	\$ 168,983	\$ 160,390	\$ 168,983	\$ 177,433	\$ 186,304
Lieutenant Benefits		\$ 48,510	\$ 47,615	\$ 48,510	\$ 51,144	\$ 53,923
Lieutenant Overtime		\$ 8,304	\$ 3,352	\$ 8,304	\$ 8,719	\$ 9,155
Sergeant Salary	2.0	\$ 143,719	\$ 276,270	\$ 287,438	\$ 301,810	\$ 316,900
Sergeant Benefits		\$ 42,093	\$ 80,099	\$ 84,187	\$ 89,673	\$ 94,285
Sergeant Overtime		\$ 26,767	\$ 31,453	\$ 53,534	\$ 56,211	\$ 59,021
Deputy Sheriff Salary	6.0	\$ 121,347	\$ 694,526	\$ 728,082	\$ 764,486	\$ 802,710
Deputy Sheriff Benefits		\$ 40,511	\$ 210,224	\$ 243,067	\$ 254,708	\$ 265,690
Deputy Sheriff Overtime		\$ 16,872	\$ 55,433	\$ 101,230	\$ 106,291	\$ 111,606
Detective Salary	1.0	\$ 121,347	\$ 115,754	\$ 121,347	\$ 127,414	\$ 133,785
Detective Benefits		\$ 40,511	\$ 35,037	\$ 40,511	\$ 42,451	\$ 44,282
Detective Overtime		\$ 16,872	\$ 9,239	\$ 16,872	\$ 17,715	\$ 18,601
Kelly Time			\$ 25,736	\$ 27,409	\$ 28,779	\$ 29,643
Total FTEs	10.0					
Personnel Subtotal			\$ 1,729,403	\$ 1,929,473	\$ 2,026,835	\$ 2,125,906

Annual Operating Costs	Count	Unit Cost	2023	2024	2025	2026
Lieutenant Vehicle Operating Cost	1	\$ 8,474	\$ 7,361	\$ 8,474	\$ 8,728	\$ 8,990
Sergeant Vehicle Operating Cost	2	\$ 8,474	\$ 14,723	\$ 16,947	\$ 17,456	\$ 17,979
Deputy Vehicle Operating Cost	6	\$ 15,953	\$ 91,143	\$ 95,718	\$ 98,589	\$ 101,547
Detective Vehicle Operating Cost	1	\$ 8,474	\$ 7,361	\$ 8,474	\$ 8,728	\$ 8,990
Cellular Phone Service*	10	\$ 953	\$ 9,681	\$ 9,531	\$ 9,817	\$ 10,112
Risk Mgmt / Indirect Costs	10	\$ 16,340	\$ 144,929	\$ 163,395	\$ 168,297	\$ 173,346
Outside training	10	\$ 600	\$ 6,000	\$ 6,000	\$ 6,180	\$ 6,365
Contract Administration Services	10	\$ 821	\$ 7,041	\$ 8,214	\$ 8,624	\$ 9,056
Evidence Facility Services*	10	\$ 1,916	\$ 18,602	\$ 19,160	\$ 19,735	\$ 20,327
Training Unit / Range*	10	\$ 2,241	\$ 17,514	\$ 22,413	\$ 23,085	\$ 23,778
DIS/Phones/PC/Info Services	10	\$ 9,291	\$ 81,034	\$ 92,910	\$ 95,697	\$ 98,568
Operational Supplies	1	\$ 21,780	\$ 20,168	\$ 21,780	\$ 22,434	\$ 23,107
Copy Lease Maintenance	1	\$ 4,855	\$ 5,261	\$ 4,855	\$ 5,001	\$ 5,151
Annual Operating Cost Subtotal			\$ 430,818	\$ 477,870	\$ 492,370	\$ 507,314

Annual Operating Credits	2023	2024	2025	2026
Credit for Police Facility*	\$ (48,790)	\$ (49,776)	\$ (50,762)	\$ (51,782)
Annual Operating Credits Subtotal	\$ (48,790)	\$ (49,776)	\$ (50,762)	\$ (51,782)

Grand Total	\$ 2,111,430	\$ 2,357,567	\$ 2,468,443	\$ 2,581,438
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Notes:

* Credit for Police facility is based on \$14.64 per square foot @ 3400 square feet in 2024
8/16/17: Changed to \$13 per sq. ft and added a 2% annual increase to the credit provided for police facility
Records Management Services declined by the City in past negotiations and are not included

Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal.

*Assessed only for commissioned personnel

**Indirect/Direct costs (SCC 10.60.040) includes County Premium, Workers Compensation, Unemployment Compensation and County Training Costs.

Based on 3 year average (2021-2023) w/2024 being an estimate until Sno Co County Council adopts budget.

Addition of Risk Management costs beginning in 2023.

Projected Inflat	2025	2026
Salaries	5%	5%
Benefits	6%	6%
Contract Administration	5%	5%
Other Expenses	3%	3%

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: September 28, 2023

SUBJECT: Final Acceptance of 78th Ave NW & 79th Dr NW Sewer Replacement project.

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 78th Ave NW and 79th Dr NW Sewer Replacement project completed by Interwest Construction, Inc. (ICI).

BACKGROUND

At the March 13, 2023 meeting, Council approved a contract with ICI to replace the failing concrete sewer system on 78th and 79th. The 78th sewer main has been replaced with 15" sewer main to correct existing line settlement and slope issues. The 79th sewer was replaced with 8" sewer to correct existing failing concrete pipe and root intrusion. Both lines had been an ongoing issue for the sewer department to maintain and clear. That project is now complete, and staff is seeking final acceptance.

ANALYSIS

The original contract amount was \$634,075 including tax with a \$100,000 contingency. The total project cost including tax was \$685,092. The overage on the job was split between finding more side sewers than anticipated on 78th and 79th, extending the paving limits to repair Cecelia Way, and increased material quantities to support the Cecelia Way paving.

FIANCIAL IMPACT

Total fiscal impact was \$685,092.

PROPOSED MOTION

“MOTION TO AUTHORIZE THE FINAL ACCEPTANCE OF THE 78TH AVE NW AND 79TH DR NW SEWER REPLACEMENT PROJECT WITH INTERWEST CONSTRUCTION”

ATTACHMENT A



Interwest Construction Pay Estimate
78th Ave. & 79th Dr. NW Sewer Replacement
 City of Stanwood

Interwest Job #: 1404
 Pay Estimate Number: 1404-02
 Billing Period Ending: 8/31/2023
 Prepared: CS

BID ITEM	ITEM DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	TOTAL BID PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT
	SCHEDULE A										
001	Minor Changes	1	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
002	Roadway Surveying	1	LS	\$ 4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	0.50	\$ 2,000.00	1.00	\$ 4,000.00
003	Mobilization	1	LS	\$ 56,000.00	\$ 56,000.00	1.00	\$ 56,000.00	0.00	\$ -	1.00	\$ 56,000.00
004	Project Temporary Traffic Control	1	LS	\$ 46,448.51	\$ 46,448.51	0.75	\$ 34,836.38	0.25	\$ 11,612.13	1.00	\$ 46,448.51
005	Erosion and Sediment Control	1	LS	\$ 6,000.00	\$ 6,000.00	0.75	\$ 4,500.00	0.25	\$ 1,500.00	1.00	\$ 6,000.00
006	Trench Safety Systems	1	LS	\$ 4,000.00	\$ 4,000.00	0.60	\$ 2,400.00	0.40	\$ 1,600.00	1.00	\$ 4,000.00
007	Sewer Manhole Type 1 48"	6	Ea.	\$ 7,700.00	\$ 46,200.00	5.00	\$ 38,500.00	1.00	\$ 7,700.00	6.00	\$ 46,200.00
008	Connect to Existing MH	4	Ea.	\$ 2,300.00	\$ 9,200.00	2.00	\$ 4,600.00	2.00	\$ 4,600.00	4.00	\$ 9,200.00
009	Pipe, 8-in PVC	400	LF	\$ 128.00	\$ 51,200.00		\$ -	455.00	\$ 58,240.00	455.00	\$ 58,240.00
010	Pipe, 15-in PVC	1030	LF	\$ 184.00	\$ 189,520.00	1024.00	\$ 188,416.00		\$ -	1024.00	\$ 188,416.00
011	Connect Existing Side Sewer	8	Ea.	\$ 3,300.00	\$ 26,400.00		\$ -	15.00	\$ 49,500.00	15.00	\$ 49,500.00
012	Temporary Sewer Bypassing	1	LS	\$ 2,440.00	\$ 2,440.00		\$ -	1.00	\$ 2,440.00	1.00	\$ 2,440.00
013	SCH80 PVC 2" Water Main, inc. Fittings	475	LF	\$ 32.00	\$ 15,200.00	425.00	\$ 13,600.00		\$ -	425.00	\$ 13,600.00
014	Connection to Existing Water System	1	Ea.	\$ 1,700.00	\$ 1,700.00	1.00	\$ 1,700.00		\$ -	1.00	\$ 1,700.00
015	Connection to Existing Water Meter	2	Ea.	\$ 750.00	\$ 1,500.00	2.00	\$ 1,500.00		\$ -	2.00	\$ 1,500.00
016	Potholing	5	Ea.	\$ 915.00	\$ 4,575.00		\$ -	5.00	\$ 4,575.00	5.00	\$ 4,575.00
017	Trimming and Cleanup	1	LS	\$ 7,000.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
018	Crushed Surface Top Course 6" Depth	380	TN	\$ 75.00	\$ 28,500.00	260.00	\$ 19,500.00	451.55	\$ 33,866.20	711.55	\$ 53,366.20
019	HMA Cl. 1/2 PG 64-22, 4" Depth	360	TN	\$ 179.00	\$ 64,440.00		\$ -	442.00	\$ 79,118.00	442.00	\$ 79,118.00
020	Remove Asphalt Concrete Pavement	450	SY	\$ 24.00	\$ 10,800.00		\$ -	856.00	\$ 20,544.00	856.00	\$ 20,544.00
	SUBTOTAL SCHEDULE A				\$ 580,123.51		\$ 367,552.38		\$ 289,295.33		\$ 656,847.71



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Prepared: CS

BID ITEM	ITEM DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	TOTAL BID PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT
	CHANGE ORDERS										
						0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -



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BID ITEM	ITEM DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	TOTAL BID PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT
	MATERIALS ON HAND										
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
					\$ -	0.00	\$ -		\$ -	0.00	\$ -
	SUBTOTAL MATERIALS ON HAND				\$ -		\$ -		\$ -		\$ -
	TOTAL				\$ 580,123.51		\$ 367,552.38		\$ 289,295.33		\$ 656,847.71

	Gross Total	\$ 580,123.51		\$ 367,552.38		\$ 289,295.33		\$ 656,847.71
5%	Retention Amount		5%	\$ (18,377.62)		\$ (14,464.77)		\$ (32,842.39)
	Net Total			\$ 349,174.76		\$ 274,830.56		\$ 624,005.32
			% Contract:	63%	% Contract:	50%	% Contract:	113%



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: September 28, 2023

SUBJECT: Adopt Resolution 2023-13 Authorizing the Mayor to Accept Conveyance of the Pioneer Hills Detention Pond

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Resolution 2023-13

PURPOSE

The issue in front of the Council is to consider adoption of Resolution 2023-13 and authorize the Mayor to accept conveyance of ownership to the City of the Pioneer Hills detention pond.

BACKGROUND

In 2019, Council adopted Ordinance 1472 which allowed for property owners and HOA's to deed ownership of privately owned drainage facilities to the City. Consistent with that allowance, the Pioneer Hills HOA is seeking to convey ownership of the detention pond in their development. Working with the HOA and the city attorney the necessary paperwork and resolution have been drafted to allow for this exchange.

PROPOSED MOTION

"I MOVE TO ADOPT RESOLUTION 2023-13 AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE OF THE CONVEYANCE OF THE DETENTION FACILITIES FOR THE PIONEER HILLS DEVELOPMENT AND TO CAUSE THE DEEDS RELATING THERETO TO BE RECORDED".

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, AUTHORIZING ACCEPTANCE OF THE STORMWATER DETENTION FACILITIES OF PIONEER HILLS HOMEOWNERS ASSOCIATION.

WHEREAS, properly functioning stormwater detention facilities are essential for flood control, the protection of public and private property, to comply with State and Federal stormwater regulations, and to prevent the pollution of waterways and bodies of water; and,

WHEREAS, the proper function of stormwater detention facilities is dependent upon the proper maintenance of such facilities; and,

WHEREAS, the City of Stanwood has adopted a comprehensive stormwater plan which includes provision for City maintenance of stormwater detention facilities; and,

WHEREAS, pursuant to Chapter 12.12 of the Stanwood Municipal Code, the City of Stanwood has adopted a schedule of drainage system fees and charges which are, in part, for the purpose of managing and maintaining stormwater facilities within the City; and,

WHEREAS, the City Council has deemed it in the public interest to acquire stormwater detention facilities in order to have authority to maintain such facilities and to protect other downstream facilities which are already owned and maintained by the City; and,

WHEREAS, in 2019 City Council adopted Ordinance 1472, which allowed for property owners and homeowner associations to deed ownership of privately owned drainage facilities to the City; and,

WHEREAS, Pioneer Hill Homeowners Association took ownership of Lot 80 and a portion of Lot 81, Pioneer Hills Plat, Phase 1, from the developer Pioneer Hills, Inc., in April of 2023, and the lots were dedicated to the Association as a stormwater detention facility; and,

WHEREAS, Pioneer Hill Homeowners Association desires to convey Lot 80 and a portion of Lot 81 to the City of Stanwood, and the Association has the authority to execute this conveyance on behalf of the homeowners;

NOW, THEREFORE, THE STANWOOD CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Acceptance of Real Property. The City Council hereby accepts and authorizes

the Mayor to execute City's acceptance and record the deeds conveying to the City of Stanwood the following-described property:

PARCEL A (008906-000-080-00):

LOT 80, PIONEER HILLS PLAT, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9902125006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B (008906-000-081-00):

LOT 81, PIONEER HILLS PLAT, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 9902125006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 81 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 81, SAID POINT BEING THE COMMON CORNER BETWEEN LOT 81 AND LOT 80 OF SAID PLAT AND THE RIGHT-OF-WAY OF NORDIC WAY AND THE TRUE POINT OF BEGINNING,

THENCE NORTH 39°11'05" WEST A DISTANCE OF 101.66 FEET;

THENCE SOUTH 57°28'22" WEST A DISTANCE OF 20.14 FEET;

THENCE SOUTH 39°11'05" EAST A DISTANCE OF 114.69 FEET TO THE RIGHT-OF-WAY OF NORDIC WAY;

THENCE NORTH 22°41'01" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 22.68 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Section 2. Effective Date. This resolution shall become effective upon passage.

PASSED AND APPROVED by the City Council of the City of Stanwood this 28th day of September, 2023.

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

APPROVED AS TO FORM

By: _____
Nikki Thompson, City Attorney

ATTEST:

By _____
Lisa Sokolik, City Clerk