

1. Agenda

Documents:

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2. Meeting Materials

Documents:

[6A FINANCE COMMITTEE MINUTES.PDF](#)
[6B PTAC 10.15.18 MINUTES.PDF](#)
[6C PTAC 11.19.18 MINUTES.PDF](#)
[6D EDB MINUTES.PDF](#)
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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, December 13, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
- 6. COMMITTEE REPORTS**
 - a. Finance/Personnel
 - b. Parks and Trails Advisory Committee – October 15, 2018
 - c. Parks and Trails Advisory Committee – November 19, 2018
 - d. Economic Development Board
 - e. Public Works Committee
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve November 19, 2018 Regular Meeting Minutes
 - c. Confirm The Mayor's Library Board Appointment – Sandi Evans
 - d. Authorize the Mayor to sign a Task Order with JA Brennan
 - e. Authorize the Mayor to sign a contract with City Attorney Weed, Graafstra & Associates, Inc., P.S.
 - f. Authorize the Mayor to Amend the Perteet, Inc. Contract, Extending contract term
- 8. NEW BUSINESS**
 - a. Authorize Mayor to sign Inter-local agreement with North County Regional Fire Authority
 - b. Appointment of City Councilmembers to North County Regional Fire Authority Board of Commissioners
 - c. First Reading, Second Reading and Final Adoption of Ordinance 1468, Amending the 2018 Budget
 - d. Authorize the Mayor to sign a letter of understanding with Waste Management
 - e. Resolution 2018-23 Establishing 2018/2019 Comprehensive Plan Docket
 - f. Authorize the Mayor to accept Transportation Improvement Board Grant
 - g. Authorize the Mayor to sign Easements with SERJ Developments Stanwood, LLC
- 9. REPORTS OF OFFICERS**
 - a. Mayor's Report
 - i. Tourism Grant Award
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 10. CITIZEN CLOSING COMMENTS**
- 11. ADJOURN TO EXECUTIVE SESSION FOR PROPERTY ACQUISITION [RCW 42.30.110(C)]**
- 12. RECONVENE AND ADJOURN**

Upcoming Meetings:

December 27, 2018 Regular Meeting - CANCELLED
January 10, 2019 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: December 13, 2018
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the November 19, 2018 Finance/Personnel Meeting are attached.

FINANCE/PERSONNEL COMMITTEE

November 19, 2018

Finance Committee Report (November 19, 2018 meeting summary)

In attendance:

Councilmember Dianne White
Councilmember Rob Johnson
Councilmember Kelly McGill
David A. Hammond, Finance Director
Jennifer Olson, City Administrator
Citizen Tim Schmitt

1. Heritage Park Master Plan Expansion

Committee discussed and recommended City proceed with wetlands delineation – amendment to JA Brennan PSA.

2. Fire Impact Fees

Committee discussed and recommended City utilize accumulated fire impact fees to pay ongoing debt service related to construction of Fire Station 99.

3. Snohomish Health District Update

Committee discussed and recommended City continue support of the health district at the current rate of \$1/per capita, but communicate to the district the city is willing to increase support if the district provides detailed financial information outlining the specific funding gap faced by the district and the levels of contribution by other cities in the county.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: December 13, 2018

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – October 15, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the October 15, 2018 Parks and Trails Advisory Committee meeting are attached to this staff report for approval as presented.

**City Council
PARKS and TRAILS ADVISORY COMMITTEE**

**October 15, 2018 Meeting
Meeting Notes**

Attendance:

Committee Members:

Steve Shepro
Marshall Will
Gordon Bell
Bob Hitz
Seth Richey

Staff:

Jennifer Olson, City Administrator
Patricia Love, Community Development Director
Carly Ruacho, Senior Planner

Public:

Paul Mattheson, Labyrinth Representative
Jim Brennan, JA Brennan Associates, Consultant
James Wohlers, JA Brennan Associate, Consultant

Absent:

Matt Witheir
Sue Thees

Call to Order

The October meeting of the PTAC was called to order at 3:00 pm on Thursday, October 15, 2018.

Citizen Comments

Paul Matthewson introduced himself and have a briefing on pickleball and that it is the fastest growing sport in the nation.

Heritage Park Master Plan Update

Jim Brennan of JA Brennan Associates provided an overview of the Master Plan and the PTAC provided comments and suggestions on potential changes.

- The Committee was supportive of the Master Plan version with the Josephine Property.
- Evaluate if more baseball fields are needed with the potential to reduce the number of soccer fields.
- Provide the Committee with a copy of the park survey.
- Reconsider which baseball field is improved first: Field 1 vs. 3. Identify what materials are going to be used for the fields.
- RV hook ups are nice to have, but not required.
- Grandstand seating is not needed for soccer.
- Consider adding more pickleball courts.
- Move the new playground equipment closer to the bathroom.
- Change the direction of the viewing mound.
- Remove the term “reforestation” from the Master Plan and complete a wetland survey so that the Plan can accurately reflect site conditions.
- Provide the Committee with a copy of the City’s park rental fees.

Next Meeting

The next meeting is scheduled for November 19th, 2018 at City Hall. The meeting was adjourned at 5:15 pm.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6c

DATE: December 13, 2018

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – November 19, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 19, 2018 Parks and Trails Advisory Committee meeting are attached to this staff report for approval as presented.

**City Council
PARKS and TRAILS ADVISORY COMMITTEE**

**November 19, 2018 Meeting
Meeting Notes**

Attendance:

Committee Members:

Steve Shepro
Matt Witheir
Marshall Will
Gordon Bell
Sue Thees
Bob Hitz

Staff:

Jennifer Olson, City Administrator
Patricia Love, Community Development Director
Carly Ruacho, Senior Planner

Public:

Denise Long, Labyrinth Representative
Gordy Holmes, Pickleball Representative

Absent:

Seth Richey

Call to Order

The November meeting of the PTAC was called to order at 3:03 pm on Thursday, November 19, 2018.

Member Topics

Gordon Bell led a discussion with the PTAC about future agenda items. Those items included:

- Extend the meeting time to allow for discussion on other topics if one item dominates the agenda.
- Consider evaluating other City owned properties for park use.
- Church Creek Park should have a Master Plan and / or projects should be looked at holistically including: flag pole and path, trails, pickleball, frisbee golf, and tree trimming or thinning.
- Consider adopting or expanding a Stanwood Volunteer and Donation Program.
- Continue discussions about creating a parks department; a director position is not needed if there is no parks department.

Patricia Love, Community Development Director, will be working on a parks implementation strategic plan in 2019 which will build on the PTAC's existing prioritization plan. Jennifer Olson, City Administrator, will also be looking at the City's overall organization structure and staffing in 2019.

FoSPAT Update

FoSPAT may have funds to help support the playground project at Church Creek Park. They are also looking into developing a bumper sticker that can be distributed throughout the community. It was noted that the Council would need to approve any bumper sticker design promoting Stanwood parks. General discussion was also held on finishing the kiosk at Ovenell Park.

Heritage Park Master Plan Update

Over the last few months, the Parks and Trails Advisory Committee have been reviewing the Heritage Park Master Plan. At the last meeting Jim Brennan of JA Brennan Associates provided an overview of the Master Plan and the PTAC provided comments and suggestions on potential changes. Patricia Love, Community Development Director reviewed the changes in the Master Plan:

- The viewing mound has been revised to increase visibility of the baseball and soccer fields. The design reflects a labyrinth concept.
- Batting cages and the bullpen have been labeled on the Master Plan.
- Additional basketball and pickleball courts have been added.
- Bathrooms were moved slightly eastward; closer to the playground equipment, parking, RV parking, and pickleball courts.
- A single Master Plan is proposed which will include overlays with design alternatives if the City does not purchase the Josephine property.

Staff is proposing a contract amendment to the City Council to obtain a wetland report for the site and the Josephine property. The next review of the Master Plan may be in the spring after the wetland evaluation is complete and it is known how, or if, the overall Master Plan may be affected.

General consensus of the PTAC was to support the proposed Master Plan as presented.

PUD Project

PUD is proposing to construct a secondary, parallel power line along Lover's Lane. The current design shows the poles within city right-of-way and not in Heritage Park. They have asked Josephine for an easement to locate the poles on their properties frontage. Staff will keep the PTAC advised on the progress of the project.

2019 – 2020 Parks Budget

Patricia Love, Community Development Director, gave an overview of the recently adopted city budget which includes funding for:

- Heritage Park construction – Phase 2 Ballfields Reconstruction
- Ovenell / Johnson Farm Master Planning
- Hamilton Park Integrated Planning Grant and WDFW Boat Launch Project
- Site evaluation for a potential park in east and/or west Stanwood

Citizen Comments

Denise Long introduced herself and provided information on the labyrinth group and their interest in adding labyrinths in city park designs.

Gordy Holmes introduced himself and provided some background on pickleball and his desire to build more pickleball courts in city parks.

Next Meeting

The next meeting is scheduled for December 17, 2018 at City Hall.

The meeting was adjourned at 4:45 pm.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6d

DATE: December 13, 2018

SUBJECT: Minutes of the November 15, 2018 Economic Development Board Meeting

CONTACT PERSON: Jennifer Olson, City Administrator

ATTACHMENTS: A – November 15, 2018 Economic Development Board Meeting Minutes

SUMMARY STATEMENT

The minutes for the November 15, 2018 Economic Development Board meeting are attached for council review.

ECONOMIC DEVELOPMENT BOARD

November 15, 2018 Meeting

The Economic Development Board met on November 15, 2018. The following people were in attendance:

Board Members	Staff	General Public
Les Anderson John Hanstad David Pelletier Randy Heagle Diane White (Councilmember) Michael Gianunzio	Jennifer Olson, City Administrator Patricia Love, Community Development Director	Kathy Boyd George Llewellyn

Absent:

Jose Amado
John Russell

Review Minutes of September Meeting

Meeting minutes were approved as presented.

Rules of Procedure

Staff presented the updated draft Economic Development Board Rules of Procedure which included three minor additions:

- Disqualification
- Stakeholders
- Rule Amendments

The Board reviewed and approved the rules as presented.

Election of Chair and Vice-Chair

John Hanstad was elected as the Chair and Les Anderson as the Vice-Chair.

Hotel / Motel Study

The Board concurred with the general summary of the meeting with hotelier Sun Choy with the following additional comments:

- Mr. Choy is a very knowledge hotelier in the area; he is working on hotels in Marysville, Moses Lake and Snoqualmie. He noted that Stanwood may be ready for a hotel in 5-7 years.
- The Board generally felt that the City should concentrate on a business plan to attract companies that have a reliance on business travel if we want to attract a hotel in the future. Fortune 1,000 companies and companies that support them should be our focus.

Hotel / Motel Study – Next Steps

Jennifer Olson, City Administrator, presented a strategy to kick start economic development initiatives. Staff has begun synthesizing information from the Economic Development Plan and SDAT Plan. A few starting actions are:

- Conduct a community survey in 2019 to gather data on community wants and needs
- Prepare business retention and recruitment programs
- Update the City's website

The Board held a robust discussion about building a healthy business community and how to best recruit and maintain a strong workforce in Stanwood. The City needs to be inclusive, easy to work with, and a business partner if we want to recruit Fortune 1,000 businesses to the City.

Review of Tourism Grants

Five applications were submitted for the 2018 Fall Tourism Grants.

Applicant	Type	Amount
Art by the Bay	Recurring	\$1,000
Twin City Idlers Car Show	Recurring	\$1,000
Summer Art Jam	2 nd Year	\$1,500
CAA Artist Studio Tour	Recurring	\$1,000
Stanwood Historical Society – Snow Goose Festival	Recurring	\$1,000

The City budgeted \$11,000 for 2019 tourism events, leaving an additional \$5,500 for the March call for events. The Board unanimously forwarded a recommendation to the Mayor to fund all of the requests. The Board encouraged the City to simplify the application process and make it easy for people to hold new events in the City.

Motion by John Hanstad; Second by Randy Heagle; unanimously approved.

Potential SR 532 and 72nd Avenue Capital Improvement Plan

A presentation was provided to the Board outlining the City's Comprehensive Plan's Capital Improvement Plan. In summary, neither City's 6 nor 20 year CIP include any projected improvements associated with SR 532 and 72nd Avenue.

- The intersection is and will operate below the adopted level of service in the next 20 year planning period.
- Safety criteria established by WSDOT for considering improvements, has not been met.

City staff will be meeting with WSDOT on December 7th to discuss SR 532 in general and access to Ovenell Park. While a pedestrian overpass is not warranted at this time, options to improve pedestrian comfort at the intersection will be discussed. Staff will provided an update to the Board on the outcome of that meeting.

Next Meeting

The next meeting is scheduled for Thursday, December 20 at 9:00 am at City Hall. Agenda topics include:

- Update on the City / WSDOT meeting
- Discussion of a downtown gateway / arch
- General discussion on what is included in business retention / recruitment plan



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6e
DATE: December 13, 2018
SUBJECT: Public Works Committee Meeting Minutes
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – December 3, 2018 Public Works Committee Minutes

SUMMARY STATEMENT

The Public Works Committee met on Monday, December 3, 2018 at 5:00pm at the Wastewater Treatment Plant located at 26729 98th Drive NW, Stanwood, Washington, 98292.

Minutes from the meeting are attached to this staff report (Attachment A). To review the full agenda packet, please visit the City's website at www.ci.stanwood.wa.us click on the blue ribbon 'Agendas/Minutes' and then click on 'View Details' next to the date of this meeting.

AGENDA

1. Waste Management Rate Increase
2. Amendment to Pertee's Contract for 90th Ave to Extend Length of Contract
3. Acceptance of the TIB Grant Funding for the Overlay of 102nd Ave

DISCUSSION

- QCC
- On-Call Professional Service Agreement Extensions

PUBLIC WORKS/PARKS COMMITTEE MEETING
Monday, December 3, 2018 – 5:00pm
Wastewater Treatment Plant – 26729 98th Drive NW
MINUTES

Attendance:

Councilmembers: Rob Johnson, Judy Williams, Tim Pearce–*present for item 1 only*
City Staff: Shawn Smith, Lisa Sokolik, David Hammond–*present for item 1 only*
Other: Robin Freedman - WM

The full meeting agenda packet with detailed information can be found on the City's website at www.ci.stanwood.wa.us

1. Waste Management Rate Increase

Waste Management (WM) will be raising rates to their customers in 2019 to cover the increased cost of processing recyclables. The proposed rate increase to City of Stanwood citizens is \$0.76 per month. WM drivers will be checking recycle bins for non-recyclable materials. A fee of \$25 will be added to citizen's bill after 3 violations within a 6 month period.

WM is wanting to make the recyclable list much smaller, so Ms. Freedman asked if the city could scrub all of our recycling handouts (on our website). WM's moto is now "when in doubt, throw it out!" The committee would like to see some sort of education material go out to the citizens educating them on what is and what is not recyclable before WM starts to penalize citizens.

The committee would like citizens to be notified of all the changes/rules for recycling by either education mailer, by social media directing them to WM website, having education statements at the bottom of WM invoices and/or Stanwood utility invoices.

The committee recommended to take WM's proposed Rate Increase Notice letter to full council on the consent agenda for their approval.

2. Amendment to Perteet's Contract for 90th Ave to Extend Length of Contract

After discussion, the committee recommended staff to take the amendment to Perteet's contract to full council on the consent agenda for their approval.

3. Acceptance of the TIB Grant Funding for the Overlay of 102nd Ave

After discussion, the committee recommended staff to take the T.I.B. grant to full council with the recommendation of approval.

DISCUSSION ITEMS

- **QCC**

Staff has received two quotes for the hardware and software for the WWTP SCADA replacement. Neither vendor can supply all of the needed hardware and software. Staff would like to amend QCC's contract allowing them to purchase the hardware and software that is not available to the vendors. Amending the contract does not change the cost of the project.

The committee recommended for staff to amend QCC's contract.

- **On-Call Professional Services Contract Extension**

The City currently has agreements with 24 firms for on-call professional service. The agreements will expire at the end of January 2019, the term of the agreements may be extended for two additional one-year terms. Staff would like to extend the term with some of the firms (staff is still reviewing the list).

The committee recommended that staff extend On-Call Professional Service Agreements with some of the firms.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: December 13, 2018

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 30588 through 30671 and electronic funds transfers from Washington Federal Bank in the amount of \$595,658.33. Approve issuance of payroll electronic funds transfers from Washington Federal Bank in the amount of \$34,250.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30588 THROUGH 30671 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$595,658.33. APPROVE ISSUANCE OF PAYROLL ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$34,250.00.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

11/09/2018 To: 12/05/2018

Time: 07:53:39 Date: 12/05/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6931	11/28/2018	Claims	3	EFT	WA St Dept of Revenue **	14,369.21	B&O Excise Tax - October 2018
7014	12/03/2018	Claims	3	EFT	US Bank St Paul	350,700.00	STAUTGOREF07 & STAWATSEW11 PRINCIPAL PYMT AND 1/2 INTEREST
6729	11/19/2018	Claims	3	30588	APP- Associated Petroleum Products	3,453.70	04-0100494
6730	11/19/2018	Claims	3	30589	Badger Meter Inc	4,800.00	460708
6731	11/19/2018	Claims	3	30590	Cascade Septic, LLC	110.00	City Of Stanwood
6732	11/19/2018	Claims	3	30591	Databar Inc.	2,267.80	8952
6733	11/19/2018	Claims	3	30592	Edge Analytical Inc	200.00	STA01
6734	11/19/2018	Claims	3	30593	Frontier *	1,179.13	360-629-4907-072497-5; 206-188-0411-053105-5
6735	11/19/2018	Claims	3	30594	J.A. Brennan Associates, PLLC	3,674.63	City Of Stanwood
6736	11/19/2018	Claims	3	30595	Adam & Ambyr Miller	889.47	08 4647 10 - 7345 288TH ST NW
6737	11/19/2018	Claims	3	30596	O'Reilly Auto Parts	21.81	1872464
6738	11/19/2018	Claims	3	30597	Office Depot	668.65	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
6739	11/19/2018	Claims	3	30598	Pitney Bowes Inc- Purchase Power *	40.63	8000-9090-0519-5677
6740	11/19/2018	Claims	3	30599	Pratt Pest Management NW Inc	185.47	683591
6741	11/19/2018	Claims	3	30600	RH2 Engineering Inc	3,667.97	City Of Stanwood
6742	11/19/2018	Claims	3	30601	Seabold Group	1,200.00	City Of Stanwood
6743	11/19/2018	Claims	3	30602	Seattle Pump & Equipment Co	277.84	City Of Stanwood
6744	11/19/2018	Claims	3	30603	Site Development Associates, LLC	2,226.50	City Of Stanwood; City Of Stanwood
6745	11/19/2018	Claims	3	30604	Skagit Farmers Supply	117.40	135052
6746	11/19/2018	Claims	3	30605	Sno Co Sheriff's Office - CB	11,173.46	City Of Stanwood; City Of Stanwood
6747	11/19/2018	Claims	3	30606	Snohomish County 911	6,658.91	City Of Stanwood
6748	11/19/2018	Claims	3	30607	Snohomish County Treasurer	16.90	City Of Stanwood
6749	11/19/2018	Claims	3	30608	Stanwood Ace Hardware/ Jks Ventures	485.45	20013
6750	11/19/2018	Claims	3	30609	Stanwood Auto Parts	137.56	56100
6751	11/19/2018	Claims	3	30610	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
6752	11/19/2018	Claims	3	30611	Stanwood City Utility	2,075.22	4252; 1241; 1271; 1328; 1332; 1573; 1348; 1587; 1674; 1675; 2416; 1473;
6753	11/19/2018	Claims	3	30612	Stanwood Hardware	577.32	1414
6754	11/19/2018	Claims	3	30613	Stilly Auto Parts Napa	241.47	27197
6755	11/19/2018	Claims	3	30614	US Bank Na Custody/ Treas Div- Money Ctr	82.00	777221717
6756	11/19/2018	Claims	3	30615	US Bank	5,311.46	4485 5945 5564 1495
6757	11/19/2018	Claims	3	30616	USA Bluebook	123.53	478228
6758	11/19/2018	Claims	3	30617	Utilities Underground Loc	43.86	134200
6759	11/19/2018	Claims	3	30618	Verizon Wireless	1,551.62	372541731-00001
6760	11/19/2018	Claims	3	30619	WA St Dept of Ecology *	955.99	City Of Stanwood
6761	11/19/2018	Claims	3	30620	WA St Treasurer	963.69	City Of Stanwood
6762	11/19/2018	Claims	3	30621	Washington State Patrol *	264.00	STA301
6763	11/19/2018	Claims	3	30622	Wave Broadband	122.25	8136 10 014 0036680
6932	11/28/2018	Claims	3	30623	Aramark Uniform Services Inc	618.95	937963000
6933	11/28/2018	Claims	3	30624	Confluence Environmental Company, Inc	7,402.50	City Of Stanwood
6934	11/28/2018	Claims	3	30625	Core & Main	5,098.28	110855
6935	11/28/2018	Claims	3	30626	DMH Industrial Electric Inc	320.21	City Of Stanwood

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

11/09/2018 To: 12/05/2018

Time: 07:53:39 Date: 12/05/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6936	11/28/2018	Claims	3	30627	Databar Inc.	1,196.97	8952; 8952
6937	11/28/2018	Claims	3	30628	Fastenal	54.98	WAARN1604
6938	11/28/2018	Claims	3	30629	Haggen Inc	35.82	City Of Stanwood
6939	11/28/2018	Claims	3	30630	Harmsen LLC	595.00	City Of Stanwood
6940	11/28/2018	Claims	3	30631	JP Cooke Company	56.80	2899
6941	11/28/2018	Claims	3	30632	KCDA Purchasing Cooperative	64.12	101453
6942	11/28/2018	Claims	3	30633	Lenz Enterprises Inc	587.96	City Of Stanwood; City Of Stanwood
6943	11/28/2018	Claims	3	30634	Maul Foster Alongi, Inc.	31,143.75	City Of Stanwood; City Of Stanwood
6944	11/28/2018	Claims	3	30635	Office Depot	332.05	36274097; 36274097; 36274097; 36274097
6945	11/28/2018	Claims	3	30636	PUD Of Snohomish County *	8,270.46	202579512; 202670675; 202694204; 202727285; 200142180; 202882056; 221041510; 200738672; 221854284; 200240505; 200633634; 201942398; 200103539; 200128742
6946	11/28/2018	Claims	3	30637	Philips Publishing Group	6,185.18	City Of Stanwood
6947	11/28/2018	Claims	3	30638	Pumpteck Inc	10,633.61	0148600
6948	11/28/2018	Claims	3	30639	RH2 Engineering Inc	17,064.61	City Of Stanwood; City Of Stanwood
6949	11/28/2018	Claims	3	30640	Ricoh USA, Inc.	1,045.24	1316669-3660140; 1316669-3660090
6950	11/28/2018	Claims	3	30641	Sno Co District Court	438.20	DCT34003
6951	11/28/2018	Claims	3	30642	Sno Co Information Services *	4,762.49	DIS1107
6952	11/28/2018	Claims	3	30643	Sno Co Planning & Development Svcs	188.00	PD312579
6953	11/28/2018	Claims	3	30644	Sno Co Solid Waste	2,288.00	SOW5066
6954	11/28/2018	Claims	3	30645	Stanwood Camano News	595.68	261981; 261981; 8456841; 261981; 261981; 261981; 261981; 261981
6955	11/28/2018	Claims	3	30646	Twin City Lanes & Trophy	17.46	City Of Stanwood
6956	11/28/2018	Claims	3	30647	Unum Life Insurance	88.40	City Of Stanwood
6957	11/28/2018	Claims	3	30648	WA St Auditor's Office	23,474.29	City Of Stanwood
6958	11/28/2018	Claims	3	30649	WA St Dept of Ecology *	30.00	City Of Stanwood
6959	11/28/2018	Claims	3	30650	WA St Dept of Ecology *	30.00	City Of Stanwood
6960	11/28/2018	Claims	3	30651	WA St Dept of Health	87.00	City Of Stanwood
6961	11/28/2018	Claims	3	30652	Wave Broadband	142.65	8136 10 015 0064630
6962	11/28/2018	Claims	3	30653	Weed, Graafstra & Associates, Inc., P.S	9,212.09	3868-0000M
7049	12/04/2018	Claims	3	30654	Archive Social, Inc.	588.00	City Of Stanwood
7050	12/04/2018	Claims	3	30655	BHC Consultants, LLC	9,635.96	Project 18-10515.01
7051	12/04/2018	Claims	3	30656	Cascade Natural Gas Corp	478.72	953 540 0000 2; 498 440 0000 7; 931 607 9072 6; 839 440 0000 5; 608 440 0000 4
7052	12/04/2018	Claims	3	30657	Confluence Environmental Company, Inc	8,500.00	City Of Stanwood
7053	12/04/2018	Claims	3	30658	Core & Main	2,627.38	110855
7054	12/04/2018	Claims	3	30659	Edge Analytical Inc	64.00	STA; STA01
7055	12/04/2018	Claims	3	30660	Environment Control	1,116.22	257778
7056	12/04/2018	Claims	3	30661	Field Instruments & controls, Inc.	498.55	City Of Stanwood
7057	12/04/2018	Claims	3	30662	Haggen Inc	9.16	City Of Stanwood
7058	12/04/2018	Claims	3	30663	Leonard H. Kelley	704.20	City Of Stanwood
7059	12/04/2018	Claims	3	30664	Les Schwab Tire Centers	1,068.72	S34-00006
7060	12/04/2018	Claims	3	30665	PUD Of Snohomish County *	9,772.17	200208858; 202982351; 202423729; 200794063; 200592889
7061	12/04/2018	Claims	3	30666	Pape' Machinery	1,724.63	314673

Page: 3

() Finance Director () Auditing Officer _____ Date: 12-5-18
() Deputy Finance Director

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

11/09/2018 To: 12/05/2018

Time: 07:53:53 Date: 12/05/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6776	11/23/2018	Payroll	3	EFT		1,000.00	November 2018 Draw
6777	11/23/2018	Payroll	3	EFT		2,000.00	November 2018 Draw
6778	11/23/2018	Payroll	3	EFT		1,000.00	November 2018 Draw
6779	11/23/2018	Payroll	3	EFT		1,600.00	November 2018 Draw
6780	11/23/2018	Payroll	3	EFT		1,800.00	November 2018 Draw
6781	11/23/2018	Payroll	3	EFT		1,350.00	November 2018 Draw
6782	11/23/2018	Payroll	3	EFT		3,000.00	November 2018 Draw
6783	11/23/2018	Payroll	3	EFT		1,600.00	November 2018 Draw
6784	11/23/2018	Payroll	3	EFT		1,000.00	November 2018 Draw
6785	11/23/2018	Payroll	3	EFT		2,000.00	November 2018 Draw
6786	11/23/2018	Payroll	3	EFT		2,000.00	November 2018 Draw
6787	11/23/2018	Payroll	3	EFT		2,000.00	November 2018 Draw
6788	11/23/2018	Payroll	3	EFT		1,000.00	November 2018 Draw
6789	11/23/2018	Payroll	3	EFT		800.00	November 2018 Draw
6790	11/23/2018	Payroll	3	EFT		2,000.00	November 2018 Draw
6791	11/23/2018	Payroll	3	EFT		1,600.00	November 2018 Draw
6792	11/23/2018	Payroll	3	EFT		500.00	November 2018 Draw
6793	11/23/2018	Payroll	3	EFT		2,500.00	November 2018 Draw
6794	11/23/2018	Payroll	3	EFT		1,500.00	November 2018 Draw
6795	11/23/2018	Payroll	3	EFT		1,300.00	November 2018 Draw
6796	11/23/2018	Payroll	3	EFT		1,000.00	November 2018 Draw
6797	11/23/2018	Payroll	3	EFT		1,700.00	November 2018 Draw
001 General Fund						34,250.00	

34,250.00 Payroll: 34,250.00

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
() Deputy Finance Director



Date: 12-5-18



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: December 13, 2018

SUBJECT: City Council November 19, 2018 Regular Meeting Minutes

CONTACT PERSON: Tania Hawes, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the November 19, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE NOVEMBER 19, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, November 19, 2018 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Leonard Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Tania Hawes called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, and Kelly McGill. The meeting was quorate.

Also present: City Administrator Jennifer Olson, Public Works Director Kevin Hushagen, Finance Director David Hammond, Community Development Director Patricia Love, Fire Chief John Cermak, City Attorney Grant Weed, and Deputy Clerk Tania Hawes.

Motion by Councilmember Sather, second by Councilmember McGill, to excuse Councilmember Williams. Motion carried unanimously.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember McGill, to approve the agenda. Motion carried unanimously.

4. Citizen Comments

Tim Schmitt – 27308 101st Avenue

Mr. Schmitt voiced his concerns about Council conducting first reading, second reading, and final adoption all in one motion. He opposes this practice because it does not give citizens enough time to research the topics going forward to Council, and sets an example to future councilmembers.

5. Staff Reports

- a. Police Compstat Report – October 2018
- b. Public Works Monthly Report – October 2018
- c. Special Event Permit – Light up Your Holidays

6. Committee Reports

- a. Public Works
- b. Community Development

7. Consent Agenda

- a. Approve Voucher and Payroll Checks
- b. Approve November 8, 2018 Meeting Minutes
- c. Snohomish Health District Update

Stanwood City Council Meeting Minutes – November 19, 2018

Motion by Councilmember Sather, second by Councilmember McGill, to approve the consent agenda items a through c. Motion carried unanimously.

8. New Business

- a. First Reading, Second Reading, and Final Adoption - Ordinance 1466 Capital Improvement Plan 2019-2024 Update

Public Works Director Kevin Hushagen presented Ordinance 1466 to Council.

Councilmember Johnson commented that this item has been reviewed many times by Council.

Motion by Councilmember Sather, second by Councilmember McGill, to approve first reading, second reading, and final adoption of Ordinance 1466 Capital Improvement Plan. Motion carried unanimously.

9. Old Business

- a. Second Reading and Final Adoption of Ordinance 1465 – 2019/2020 Budget

Finance Director David Hammond presented Ordinance 1465 to Council.

Councilmember Johnson thanked David for his outstanding work on the budget and that this budget is a means to build the City's reserves again.

Motion by Councilmember Sather, second by Councilmember McGill, to approve second reading and final adoption of Ordinance 1465 adopting a budget for the City of Stanwood, Washington, for the years 2019 and 2020, and setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such finds combined. Motion carried unanimously.

Councilmember Johnson confirmed with Mayor Leonard Kelley that Council would be discussing Resolution 2018-22 at the December 13th city council meeting.

10. Reports of Officers and Committees

- a. Mayor's Report

Mayor Leonard Kelley announced that he was at the National League of Cities conference in Los Angeles, California during the last city council meeting. The Mayor shared the information from the conference with management staff during a management team retreat last week. A second management team retreat is December 14th. The Mayor wished everyone a happy thanksgiving. The Mayor wished Councilmember Pearce a happy birthday.

- b. City Administrator's Report

City Administrator Jennifer Olson announced that Saturday, November 24th is shop local day, so please remember to shop in the City of Stanwood.

Stanwood City Council Meeting Minutes – November 19, 2018

Mayor Leonard Kelley added that December 1st is the lighting of the City's Christmas tree in downtown Stanwood. City Administrator Jennifer Olson suggested that citizens go to "Discover Stanwood-Camano" to find community events and activities.

c. Councilmember Reports and Questions

Councilmember White commented that Friday November 23rd is the Apple Cup and that she believes the Cougars will win the game.

Councilmember Johnson disagreed with Councilmember White stating that the Huskies will win the game. He also stated that he and Councilmember Williams have volunteered to be on the fire commission board.

11. Citizen Closing Comments

Tim Schmitt – 27308 101st Avenue

Tim thanked City Council and spoke in favor of the passing of Ordinance 1467. Mr. Schmitt also thanked the City for having a clothing donation box in city hall.

12. Adjourn

Mayor Kelley adjourned the meeting at 7:16 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Tania Hawes, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: December 13, 2018

SUBJECT: Confirm Mayor Kelley's Library Board Appointment-
Sandi Evans

CONTACT PERSON: Tania Hawes, Deputy Clerk

ATTACHMENTS: A – Library Board Recommendation Letter
B – Mayor's Appointment

ISSUE

Should council confirm Mayor Kelley's appointment of Sandi Evans to the Library Board?

DISCUSSION

Library Board members are appointed by the Mayor for five year terms. Sandi volunteered to serve on the library board for her first term (Attachment A). The Stanwood Library Board recommends appointing Sandi Evans to serve a term of five years (Attachment B). Based upon this recommendation, Mayor Kelley has appointed Sandi Evans to serve on the Library Board beginning January 1, 2019 through December 31, 2024 (Attachment B).

CITY COUNCIL OPTIONS

- 1) Confirm Mayor Kelley's appointment of Sandi Evans to serve a term of five years on the Library Board.
- 2) Do not confirm Mayor Kelley's appointment of Sandi Evans to serve a term of five years on the Library Board and direct staff to areas of concern.

RECOMMENDED MOTION

**I MOVE TO CONFIRM MAYOR KELLEY'S APPOINTMENT OF SANDI EVANS AS
LIBRARY BOARD MEMBER FOR A TERM OF OFFICE BEGINNING JANUARY 1, 2019
THROUGH DECEMBER 31, 2024.**

ATTACHMENT A

Sandi Evans
27101 64th Ave NW
Stanwood, WA 98292

October 17, 2018

Charles Pratt
Stanwood Library
9701 271st Street NW
Stanwood, WA 98292

RE: Stanwood Library Advisory Board Vacancy

Dear Mr. Pratt,

I am interested in filling the current vacant position on the Library Advisory Board.

My family and I moved to Stanwood from Colorado just over two years ago. I joined the Friends of the Library in January of this year, helping with the internal book sale approximately once a week. I have very much enjoyed this position.

I am a wife, mother, artist, photographer and owner of many pets. Over the years, I have volunteered my time and talents to many, from helping at our daughter's school, to donating portrait sessions to folks with elderly/sick pets in their final days. I also ran my own photography business for many years.

Community involvement is important to me and I have a great appreciation for the immense value of the library to the community. I'm an organized, detail oriented individual who has always enjoyed face-to-face interaction. I am interested in furthering the outreach of the library in any way that I can.

Thank you for your consideration.
Sincerely,



Sandi Evans
email: sandravona@gmail.com



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Sandi Evans as Library Board Member of the City of Stanwood, pursuant to the provisions of the Stanwood Municipal Code.

Term of office: January 1, 2019 through December 31, 2024.

Leonard Kelley, Mayor

I, Sandi Evans, do swear and affirm that I will perform the duties assigned to me as Library Board Member of the City of Stanwood in the manner required by law.

Sandi Evans

Dated this 13th day of December, 2018

Stanwood Municipal Code 2.52.070 Duties and functions.

The library board is hereby declared to be an advisory board of the city of Stanwood whose duties shall be to advise and recommend to the mayor and city council in regards to the general supervision of the library facilities and programs in accordance with the contract for library service with the Sno-Isle Regional Library System. (Ord. 1134 § 1, 2003; Ord. 402 § 7, 1973).



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d

DATE: December 13, 2018

SUBJECT: JA Brennan Contract Extension for
Wetland Evaluation at Heritage Park & Josephine Property

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Draft Heritage Park Master Plan
B – JA Brennan Task Order & Scope of Work

ISSUE

The issue in front of Council is whether or not to authorize the Mayor to extend the existing Heritage Park master plan contract with JA Brennan Associates for wetland delineation work at the park and on the Josephine property.

SUMMARY STATEMENT

Staff has been working with JA Brennan and the PTAC on finalizing the Heritage Park Master Plan. As part of that process, several areas within Heritage Park have been identified as potential wetlands. These areas have been shown on the Master Plan as approximate locations and labeled as “reforestation area” on the plan. To ensure better long term planning for the site staff is requesting that the City fund the full wetland delineation work now versus doing that work in later phases.

DISCUSSION

After reviewing the Draft Heritage Park Master Plan with the Parks and Trails Advisory Committee (PTAC), the general consensus was to conduct a full wetland evaluation to determine if or how any on-site wetlands could potentially affect the location and size of other amenities in the park. Staff believes it in the City’s best interest to plan ahead and prepare a Master Plan based on the sites physical constraints. This provides the public with realistic expectations of how the park can be developed over time.

In addition, the City reached out to Terry Robertson of Josephine Caring Community to discuss the City’s plans for Heritage Park. Jennifer Olson, City Administrator, and

Patricia Love, Community Development Director, met with Administrator / CEO Terry Robertson about future plans for the Park. The meeting was very positive and Mr. Robertson gave the City permission to conduct a wetland evaluation on the property and is willing to discuss potentially selling a portion of the Josephine property to the City. He has also agreed not to list the property for about three months while we investigate the site and potential purchase options.

The City has received a draft scope of work from JB Brennan for the wetland delineation work including mapping and hydrologic study in the amount of \$19,248.00.

FINANCIAL IMPACT

The City has an on-call contract with JA Brennan for park planning services. The wetland work will be completed on a task order under the umbrella of the 2017 on-call contract. \$850,000 has been included in the budget for the design and construction of Heritage Park over the next two years. A portion of the wetland analysis was included in the construction budget for the WWRP Local Parks grant; these funds are being shifted forward to 2019 instead of 2020.

COMMITTEE RECOMMENDATIONS

The Community Development Committee reviewed this item twice: once on October 11 and then again on November 8, 2018. The Committee was in favor of funding the full wetland delineation work now versus doing that work later. They also requested that staff reach out to Josephine Caring Community and do the wetland evaluation on their property as the City is interested in potentially expanding the park in that direction. Staff did reach out to Josephine as described above. The CDC also noted their interest in pursuing discussions with Josephine for expansion of Heritage Park to create a tournament quality venue on the site. The Committee asked staff to explore financial options to complete the ground / drainage work in the next construction phase of the project and move some of the above ground items, such as the play equipment, to a later phase.

The Finance Committee met on November 19th to discuss moving forward with the wetland delineation and property purchase. The Finance Committee was also supportive of moving forward with the wetland evaluation, but also suggested looking into conducting a Phase 1 Environmental Assessment and other environmental work as part of a potential purchase and sale agreement with Josephine. Staff will work with Maul Foster to get a quote for services.

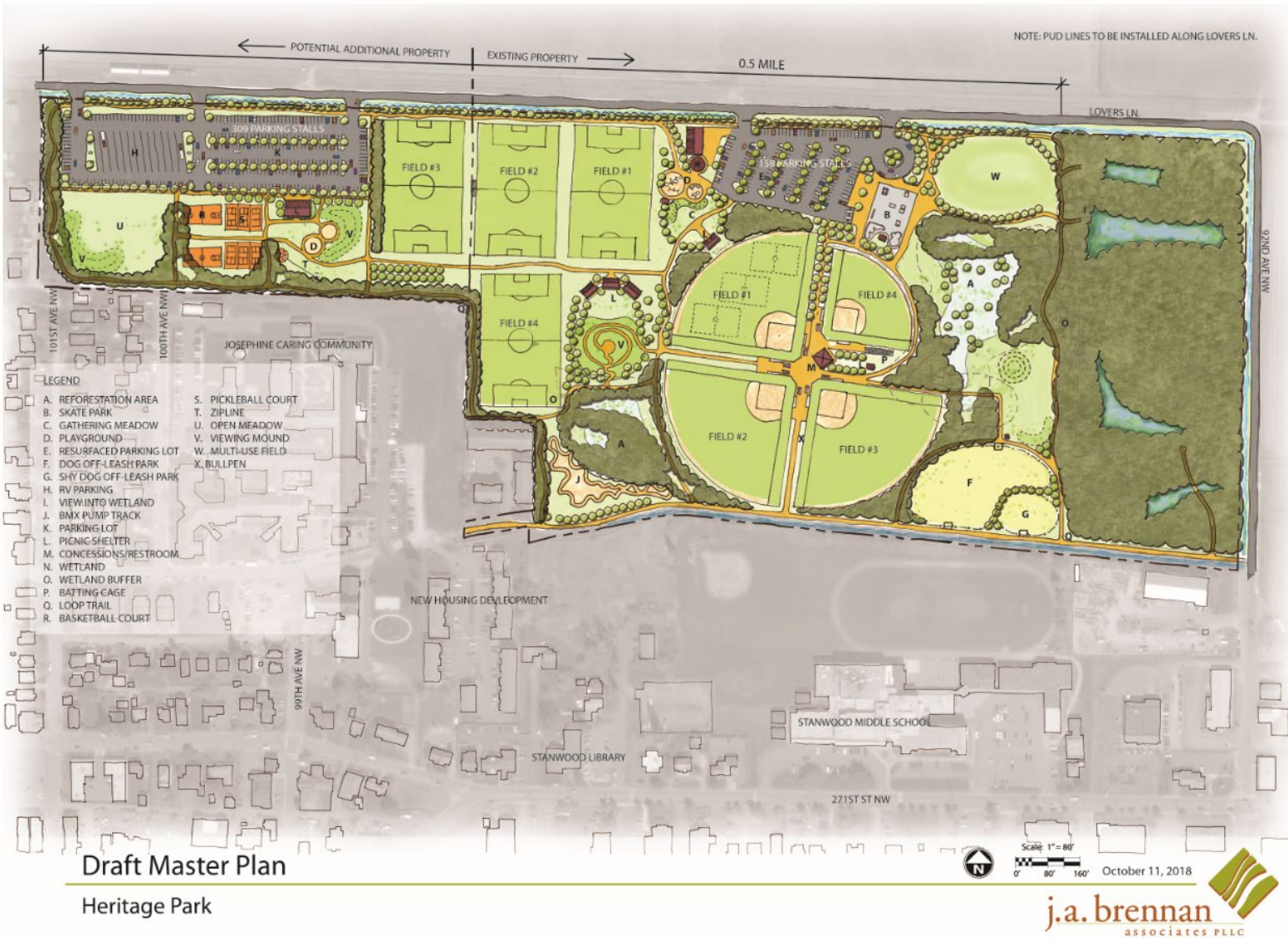
CITY COUNCIL OPTIONS

1. Authorize the Mayor to enter into a contract amendment with JA Brennan to conduct a wetland evaluation on the Heritage Park and Josephine sites in the amount of \$19,248.00.
2. Do not authorize the Mayor to enter into a contract amendment with JA Brennan and to delay the wetland evaluation work for Heritage Park until a later planning phase.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO ENTER A CONTRACT AMENDMENT WITH JA BRENNAN TO CONDUCT A WETLAND EVALUATION ON THE HERITAGE PARK AND JOSEPHINE SITES IN THE AMOUNT OF \$19,248.00.

ATTACHMENT A – DRAFT HERITAGE PARK MASTER PLAN





Landscape Architects & Planners
2701 First Avenue, Suite 510, Seattle, WA 98121
t. 206.583.0620 f. 206.583.0623
www.jabrennan.com

November 07, 2018

Project: Heritage Park Master Plan Update

Prepared For:
Patricia Love
Parks Director
City of Stanwood
Parks and Recreation

Work Order #3 – Wetland Services

Description:

The City of Stanwood Park Recreation and Community Services (Parks) has requested the wetland delineation work be prepared for Heritage Park project site. This work order includes the preparation of a critical area delineation of the Heritage Park site including the adjacent Josephine properties, owned by Josephine LLC, the primary work will be performed by EnviroVector, see their attached scope and fee for additional information.

JA Brennan Associates will administer the contract and review critical area delineation and critical area report documentation, prepared by EnviroVector. The total acreage for the work is 59.98 Acres

Refer to **Exhibit A.1** for fee breakdown and additional information.

Refer to **EnviroVector** scope for additional information.

Task A – Project Management/ Administration

Administration tasks include meeting coordination, scheduling, contract administration and sub consultant administration costs and expenses.

Task B – Site Inventory & Analysis – Critical Areas Delineation

EnviroVector will prepare critical area delineation mapping and associated documentation per the attached Wetland Services scope of work document prepared by EnviroVector.

JA Brennan will coordinate via email and phone with EnviroVector and review critical area documentation.

Deliverables

- See attached scope by EnviroVector

BASE SCOPE WETLAND SERVICES FEE

The fee for this Work Order #3 will be \$ 9,043.00 per attached fee spreadsheet.

Work Order # 1	-	Wetland Services	\$ 9,043.00
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OPTIONAL SERVICES FEE

EnviroVector identified Optional Services including Hydrology Study and Detailed Soil study per the attached Wetland Services scope of work document prepared by EnviroVector. JA Brennan will coordinate via email and phone with EnviroVector and review critical area documentation.

We recommend these optional services be included as this will provide definitive data on the existence of wetland systems on the subject property.

The fee for this Optional Services including the base scope as part of Work Order #3 will be **\$19,248.00** per attached fee spreadsheet.

Work Order #3	Wetland Services including Optional services	\$19,248.00
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Work Order #3 Heritage Park Wetland Services Assumptions:

1. This amendment does not include time to modify the master plan design to respond to any new data that may be discovered through the formal critical area delineation work.

EnviroVector

1441 West Bay Drive NW, Suite 301
Olympia, WA 98502

Phone: (360) 790-1559

Email: curtis@envirovector.com



www.envirovector.com

1 November 2018

c/o

Drew Coombs
Landscape architect
J.A. Brennan Associates, PLLC
Landscape Architects and Planners
2701 First Avenue. Suite 510. Seattle
WA 98121

Client Name: _____

Client Address: _____

Client City and Zip Code: _____

Client Phone Number: _____

Client Email Address: _____

Reference: Stanwood Heritage Park
Subject: Wetland Services

Dear Client:

At your request, this scope of services covers wetland services on the 59.98-acre subject property (**Table 1**) located on 276TH Street NW, Stanwood, Snohomish County, WA in Section 24, Township 32 North, Range 03, Willamette Meridian. This contract covers time and materials required to complete a wetland evaluation.

Table 1 Parcels Comprising Subject Property

No#	Property Address	Parcel Number	Property Size (Acres)
1	9600 276TH ST NW, STANWOOD, WA 98292	32032400413200	44.05
2	---	32032400304900	4.20
3	---	32032400400100	7.73
4	9901 272ND PL NW, STANWOOD, WA 98292	32032400413700	4.00
4 Parcels	Total Size		59.98 acres

Permitting Jurisdiction is City of Stanwood.

Tasks covered by this contract are itemized below under the heading 'Scope and Services'. Costs presented in this contract are not to exceed estimates. In the unlikely event that unknown variables affect the scope of consulting services covered in this contract, the Client will be notified prior to any additional costs ensued. Out-of-scope work will require a separate scope of services and is not covered under this contract.

SCOPE OF SERVICES

TASK 1. BACKGROUND REVIEW

Review background material relevant to the project. This may include:

- 1) Snohomish County GIS database,
- 2) The Washington Department of Fish and Wildlife (WDFW) Priority Habitat and Species (PHS) Database,
- 3) City of Stanwood Code
- 4) Department of Natural Resources (DNR) Water Typing Database
- 5) Department of Natural Resources (DNR) Natural Heritage Database
- 6) The Washington Department of Fish and Wildlife (WDFW) Salmonscape Database
- 7) Available aerial photographs,
- 8) National Wetland Inventory (NWI) maps,
- 9) National Resources Conservation Service (NRCS) soils maps, and
- 10) Relevant information provided by the Client (e.g., topo/boundary surveys, recent reports, *etc.*).
- 11) Department of Ecology 303d list as required by Code
- 12) Department of ecology TMDL List as required by Code

(NEXT PAGE)

TASK 2. CRITICAL AREAS DELINEATION

Delineate wetlands, streams, or other Critical Areas on the subject property and GPS-locate on adjacent parcels up to 315 feet of the subject property. Wetlands will be identified and delineated based on the routine on-site determination method published in the wetland identification and delineation manuals produced by the U.S. Army Corps of Engineers (USACE).

The ordinary high water mark (OHWM) of streams will be delineated as required by regulatory agencies. Streams will be evaluated and riparian habitat will be identified and recorded. Fish presence and habitat will be evaluated in any nearby watercourses.

Critical Areas study will include:

- 1) Delineate Wetlands and Streams
- 2) GPS-locate existing critical areas and boundary flags using a Trimble Geo 7x with sub-foot accuracy,
- 3) Collect wetland and Critical Areas data,
- 4) Collect field data required for wetland & stream classification, and
- 5) Map wetlands and streams onsite and within 315 feet of the subject property.

Delineation flags will be GPS-located and mapped on an AutoCAD drawing. Wetland and stream data will be collected to classify wetlands and type streams to determine buffer widths. Wetland data will be collected to provide evidence of the wetland boundary.

(Note: This Task assumes two (2) site visits.)

TASK 3 SURVEY QUALITY GPS DATA

Provide survey quality mapping of GPS points using a Trimble Geo 7X (Sub-foot error), which will take the place of a more expensive survey with comparable accuracy.

TASK 4. REGULATORY ANALYSIS

Perform a regulatory analysis of Critical Areas identified on the subject property during the site evaluation. Determine the current City of Stanwood regulatory requirements for on-site Critical Areas under City of Stanwood Code. This regulatory review will determine the classification and buffer width of wetlands, streams, and other critical areas as it applies to the site specific characteristics of the subject property and to the proposed land use. This regulatory review will evaluate regulatory requirements associated with development in reference to potential on-site critical areas. This regulatory review also will address requirements under other agencies that may claim jurisdictional rights to regulate on-site Critical Areas.

(NEXT PAGE)

TASK 5. CRITICAL ARAS REPORT

Prepare a Critical Areas Report describing wetlands, slopes, streams, buffers, and other environmental regulatory considerations for permitting purposes. Provide a regulatory analysis geared toward accomplishing land use goals. Buffers will be calculated and illustrated on AutoCAD drawings.

This report will include the following components:

- 1) Describe the existing site conditions and the project plan,
- 2) Characterize on-site and off-site wetlands and streams within 315 feet of the property boundary,
- 3) Identify wetland and stream regulatory considerations that may constrain development on the subject property,
- 4) Document available and relevant information regarding other on-site sensitive areas, includes shorelines, priority species, natural heritage species, and steep slopes,
- 5) Identify impacts to wetlands, streams, buffers, and other Critical Areas as a result of the proposed project,
- 6) Provide recommendations to avoid and minimize further impacts to on-site Critical Areas and buffers that include Snohomish County and Department of Ecology Best Management Practices.

(Note: This Task assumes one minor revision of the report prior to Agency submittal)

TASK 6. AUTOCAD DRAWINGS

Prepare AutoCAD drawings that illustrate the location of wetlands, streams, buffers, and other environmental regulated features. Drawings also may illustrate any recommendations or conclusions addressed in the report.

Drawings will include, but are not limited to:

1. Vicinity Map
2. Wetlands, Streams, and other Critical Areas, including buffers
3. Site Plan and Potential Impacts
4. Rating Form Drawings
 - a. Habitat within one-kilometer polygon
 - b. Potential pollutants within 150 feet of wetland
 - c. Vegetation classes
 - d. Hydroperiods
 - e. Contributing Basin

(Note: This Task assumes one minor revision of the report prior to Agency submittal.) **(NEXT PAGE)**

TASK 7. TEAM COORDINATION

Coordinate with project team and agencies to gather and review required information and drawings in the execution of the above tasks. This Task also includes phone calls and emails with the project team, project engineer, and agency officials. (Note: all costs for obtaining materials will be covered by the Client)

(NEXT PAGE)

OPTIONAL 1 HYDROLOGY STUDY

TASK 8. HYDROLOGY STUDY

Study location: The study location shall occur in depressions or potential low spots on the subject property

Well Installation: Install groundwater monitoring wells:

- Install 10 Shallow groundwater Monitoring Wells: 24 inches in depth. Water level Dataloggers will be installed within the wells to collect continuous data that will be analyzed to determine if areas satisfy the US Army Corps of Engineers wetland hydrology standard.
- Install 2 piezometer to 48 inches. Water level Dataloggers will be installed within the wells to collect continuous data that will be analyzed to determine if areas contain hydrostatic pressure from below or exhibit a aquitard (perched water table).

General installation methodology is based on procedures prepared by the U.S. Army Corps of Engineers described in their guidelines for installing monitoring wells/piezometers. Observations of the hydrologic regime will be made within 48 inches of the soil surface to provide a better understanding of site hydrology. The wells will be placed in strategic locations to examine groundwater levels to the appropriate depths. General installation methodology is based on procedures described in the U.S. Army Corps of Engineers Wetland Research Program publication '*Installing Monitoring Wells/Piezometers in Wetlands*', as revised.

(Note: all costs for obtaining materials will be covered by the Client).

Well Monitoring: Automatic hourly hydrology data would be collected using electronic water level dataloggers during the wettest part of the growing season.

TASK 9. HYDROLOGY REPORT (Insert into wetland report)

A Hydrology Report will be prepared based on Snohomish County and the USACE reporting requirements. The Hydrology Report shall be incorporated into the wetland report. This report will include the following components:

- 1) Describe the existing site conditions and the project plan,
- 2) Discuss hydrology study results under the USACE 2010 Regional Supplement,
- 3) Prepare regulatory review based on the USACE 2010 Wetland Regional Supplement and the Snohomish County Code.

(Note: This Task assumes one minor revision of the report prior to Agency submittal. This task does not include a mitigation plan.)

OPTIONAL 2 DETAILED SOIL STUDY

TASK 10. CHEMICAL ANALYSIS OF SOILS

Perform a chemical test to determine if soils are functioning as hydric soils in areas that may contain wetland indicators as a result of agriculture or in areas that contain relic hydric soil indicators but no longer function as hydric soils. The US Army Corps of Engineers (2010) regional supplement to the Federal Wetland Delineation Manual provides a procedure to test whether the soil currently functions as a hydric soil through the chemical application of alpha alpha dipyridyl. If the soil is saturated at the time of sampling, alpha, alpha-dipyridyl reagent can be used to determine if reduced (ferrous) iron is present. If ferrous iron is present, then the soil is hydric. If (ferrous) iron is not present, the soil is not functioning as a hydric soil. If the soil is not functioning as a hydric soil, the area is not a wetland.

TASK 11. REDOX POTENTIAL

Measuring Reduction-Oxidation (redox) potential is another tool to determine if a soil is functioning as a wetland soil. The USACE (2010) Regional Supplement references NRCS Technical Notes 8 & 11, which provides a procedure for measuring redox potential of a soil in order to determine if a soil is functioning as a wetland soil. If the soil does not pass the test, the soil is not a wetland soil and the area in question is not a wetland. This procedure requires the measurement of Redox potential, pH, and temperature of soils. This data is used to calculate numerical values to determine whether the soil is a wetland soil or not a wetland soil.

COST AND SCHEDULE

Total costs for **Tasks 1 through 7** are entirely based on time and materials. Company rates are provided in **Attachment A**. Costs generated from the completed above tasks should not exceed \$6,850.00. If for some unforeseen reason, costs are projected to exceed the cost estimate, the Client would be notified immediately before these costs accrue. Invoices will be issued monthly on our routine billing cycle. Payment is expected within 60 days of invoice issuance. If unforeseen additional out-of-scope work is required, a separate Scope of Services will be prepared to cover that work. The Client will be billed based on time and materials. By signing this document, you agree with the terms of this contract.

OPTIONAL 1 HYDROLOGY STUDY

Total costs for **Tasks 8 through 9** are entirely based on time and materials. Company rates are provided in **Attachment A**. Costs generated from the completed above tasks should not exceed \$6,250.00. If for some unforeseen reason, costs are projected to exceed the cost estimate, the Client would be notified immediately before these costs accrue. Invoices will be issued monthly on our routine billing cycle. Payment is expected within 60 days of invoice issuance. If unforeseen additional out-of-scope work is required, a separate Scope of Services will be prepared to cover that work. The Client will be billed based on time and materials. By signing this document, you agree with the terms of this contract.

OPTIONAL 2 DETAILED SOIL STUDY

Total costs for **Tasks 10 through 11** are entirely based on time and materials. Company rates are provided in **Attachment A**. Costs generated from the completed above tasks should not exceed \$2,250.00. If for some unforeseen reason, costs are projected to exceed the cost estimate, the Client would be notified immediately before these costs accrue. Invoices will be issued monthly on our routine billing cycle. Payment is expected within 60 days of invoice issuance. If unforeseen additional out-of-scope work is required, a separate Scope of Services will be prepared to cover that work. The Client will be billed based on time and materials. By signing this document, you agree with the terms of this contract.

By signing this document, you agree with the terms of this contract.

Sign Here: _____
Authorized Agent Date

Print Name: _____

Billing Information:

Contact: _____

Company: _____

Address: _____

If you have any questions or require further services, contact me at (360) 790-1559.

Sincerely,



Curtis Wambach, M.S.
Senior Biologist and Principal
EnviroVector

Disclaimer: Although our work follows all the relevant local, State, and Federal regulatory codes, there is no guarantee that review agencies will not request additional information for their own personal clarification. If agencies request additional information after submittal, this work will be considered out-of-scope and will be billed out as an additional cost.

Attachment A

Fee Schedule

EnviroVector

(360) 790-1559 Phone
curtis@envirovector.com
www.envirovector.com

FEE SCHEDULE

EXPENSES:

Total costs are entirely based on time and materials. Travel time to and from the site and meeting time are billed at this cost. Mileage is billed out at latest Federal rate.

Senior Biologist	\$ 180.00 per hour
Assistant Biologist	\$ 90.00 per hour

RETAINER:

1. Work will commence upon receipt of a required retainer and written authorization to proceed from client.
2. The retainer is three-fourth of the total costs.
3. The retainer is held and applied to closing invoice.

PAYMENTS ON ACCOUNT:

1. Any inquiry or question concerning the substance or content of an invoice shall be made to EnviroVector in writing within 15 days of receipt of invoice. A failure to notify EnviroVector within this time shall constitute an acknowledgement that the services have been provided and a proper amount billed.
2. An account is considered late when it has not been paid in full 30 days past the invoice date. Payments made after 30 days will be charged at the rate of 1.5% (18% annual rate) or the maximum allowable by the law on any outstanding balance of PAST DUE accounts.
3. Any overdue invoices past due 30 days are subject to collection or lien on property without further notice.
4. No further work will be done on an account past due until the account is brought up to current status.

If you have any questions or require further services, contact me at (360) 790-1559.

Sincerely,



Curtis Wambach, M.S.
Senior Biologist and Principal
EnviroVector



City of Stanwood, Washington
On-Call Professional Services Master Contract
Task Order Approval Form

The general provisions and clauses of the City of Stanwood Master On-Call Contract shall be in full force and effect for this Task Order.

Name of Consultant: JA Brennan Associate

Term of Master On-Call Contract: Contract 2017 – 21: February 1, 2017 – January 31, 2019

Task Order Number: 3

Project Name: Heritage Park Master Plan

Scope of Services for this Task Order:

Wetland delineation and soil hydrology work for Heritage Park and Josephine property as detailed in the attached scope of work.

Cost of Services: \$19,248.00

The full scope of services, cost estimate, schedule and rate sheet, if different than approved under the original contract, are incorporated into the this Task Order as Attachment A. The CONSULTANT agrees to perform the scope of services described in Attachment A within the budget noted in this Task Order.

Dated this _____ day of _____ 2018

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

Date: _____

JA BRENNAN ASSOCIATES

By: _____
Jim Brennan, President

Date: _____

EXHIBIT A.1

Client: City of Stanwood, Parks and Recreation Department

Project: Heritage Park Master Plan Improvements

J.A. BRENNAN ASSOCIATES, PLLC

November 7, 2018	
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Amendment #1 - Wetland Delineation

WORK	DESCRIPTION	JB PM	DC LA	EG LAI	JW Designer	SY Admin	Total JAB Hours	Total	Total	Total	Total	Total	Total	Markup	Grand
ITEM										J.A. Brennan	J.A. Brennan	Survey			Total
Rate		\$195.00	\$125.00	\$95.00	\$85.00	\$98.00	Hours	Labor	Expenses	Labor/Exp	w/ Markup	EnviroVect.	Subconsultant		
A	Project Management / Administration														
1	Prepare invoices	1				1	2	293.00		293.00	293.00				293.00
2	Scheduling	1	2				3	445.00		445.00	445.00				445.00
	Total	2	2	0	0	1	5	738	0.00	738.00	738.00	0.00	0.00	0.00	738.00
B	Site Inventory & Analysis - Wetland Services														
1	Wetland Services/ Delineation and Critical Area Report	2	1		3		6	770.00		770.00	1,455.00	6,850.00	6,850.00	685.00	8,305.00
	Total	2	1	0	3	0	6	770	0	770	1,455	6,850	6,850	685	8,305
Total base scope		4	3	0	3	1	11	1,508.00	0.00	1,508.00	2,193.00	6,850.00	6,850.00	685.00	9,043.00
	Optional Services														
B	Site Inventory & Analysis - Wetland Delineation														
1	Hydrology Study	1			2		3	365.00		365.00	990.00	6,250.00	6,250.00	625.00	7,240.00
2	Detailed Soil Study	1	1		2		4	490.00		490.00	715.00	2,250.00	2,250.00	225.00	2,965.00
	Total- Optional Services	2	1	0	4	0	7	855	0	855	1,705	8,500	8,500	850	10,205.00
Total base scope with Optional Services		6	4	0	7	0	17	2,363.00	0.00	2,363.00	3,898.00	15,350.00	15,350.00	1,535.00	19,248.00



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 7e

DATE: December 13, 2018

SUBJECT: City Attorney Retainer Agreement 2019-2020

CONTACT PERSON: David Hammond, Finance Director

ATTACHMENTS: A–Weed, Graafstra & Associates Retainer Agreement 2019-2020

ISSUE

The issue before the City Council is whether or not to authorize the mayor to sign a two-year professional services contract with Weed, Graafstra and Associates to provide general municipal attorney services.

RECOMMENDATION

1. Review and discuss the professional services contract with Weed, Graafstra and Associates.
2. Authorize the mayor to sign the proposed city attorney retainer agreement (Attachment A) for calendar years 2019-2020.

SUMMARY STATEMENT

The law firm of Weed, Graafstra, and Associates, P.S. has provided municipal attorney services to the city since 2004. After keeping rates unchanged since 2014, the firm raised rates by \$5.00 per hour each of the past two years and has notified the city of its decision to adjust rates by \$10/hour commencing January 1, 2019. These rates appear reasonable.

The proposed contract for services increases the retainer for the first 25 hours of services from \$4,625 to \$4,875. For all hours in excess of 25, the rate will increase from \$195/hour to \$205/hour. Paralegal services are increasing from \$150/hour to \$160/hour and litigation is increasing from \$200/hour to \$205/hour.

The city has spent approximately \$93,000 on attorney services through November 2018 – approximately \$8,450 per month. This equals about 40 to 50 hours of service monthly. The city experienced a higher than average legal cost in 2018, attributed to three property acquisitions: Johnson Farm, the new city hall parcel, and the negotiation and the right of way acquisitions related to the Viking Way Street Improvement project.

Under the proposed rates, and in a more typical year, the annual legal cost is estimated to be between approximately \$70,000 and \$80,000 per year.

The policy question for the city council is whether to continue to contract for attorney services with Weed, Graafstra and Associates or seek bids from other qualified firms, and also whether to contract for a one year or two year term.

DISCUSSION

The municipal attorney is an essential member of the municipal team for purposes of managing legal affairs, risk management and assisting the city in making legally sound policy decisions. The selection and continuity of the city attorney is one of the most important decisions for a City Council. General municipal attorney services include attending council meetings, legal services to the Mayor, City Council and staff, preparation and review of ordinances, resolutions, contracts and other legislative documents, and legal representation in civil matters such as land use hearings and appeals.

The firm, Weed, Graafstra and Associates has specialized in providing municipal law services for cities, towns and special purpose districts since the 1960's. Grant Weed, the city's primary attorney, has been named a "super lawyer" in 2003-2004 and 2008-2015. The firm specializes in municipal law. Grant Weed has more than 30 years of municipal experience.

Committee Recommendation

The Finance and Personnel Committee reviewed and discussed the proposed contract at their December 6th meeting and recommended approval

FISCAL IMPACT

The following rates will apply under the proposed contract:

Description	Proposed Rate	2019
Retainer for the first 25 hours	\$4,875	\$4,625
For all additional hours in excess of 25 hours	\$205	\$195
Paralegal	\$160	\$150
Litigation	\$215	\$205

There is \$72,500 for city attorney services in the 2019 general fund budget. A 2020 rate increase may be proposed by Weed, Graafstra in July of 2019.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign a professional services contract with Weed, Graafstra and Associates for municipal attorney services. This action implies the City Council is satisfied with the attorney services and are prepared to continue the attorney client relationship.

2. Do not authorize the mayor to sign a professional services contract with Weed, Graafstra and Associates and direct staff to areas of concern. The City Council may have minor concerns regarding the contract terms or the relationship with the city's municipal attorney. The City Council may direct staff to areas of concern to resolve prior to authorizing the mayor to sign the contract.
3. Do not authorize the mayor to sign the contract. The City Council may have material concerns regarding the contract terms or the work product provided by Weed, Graafstra and Associates. The City Council will want to direct staff to resolve the City Council's concerns prior to authorizing the mayor to sign the contract.

**CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEARS 2019 AND 2020**

I - PARTIES/EMPLOYMENT

The CITY OF STANWOOD (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA & ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$4,875.00 per month, which retainer shall be compensation for up to 25 hours of work per month for the following legal services:

1. To attend the two regularly scheduled meetings of the City Council per month.
2. To provide legal advice to the Mayor, Councilpersons, and administrative heads of the various departments of the CITY.
3. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and department heads may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$205.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$160.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services

referred to in paragraph A above (Basic Retainer) in excess of 25 hours per month.

2. Extra meetings. Attendance, at the request of the City, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held twice a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$215.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

To the extent provided by the Washington Cities Insurance Authority, the CITY shall provide

insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY in said capacity.

The City Attorney shall also provide errors and omissions and malpractice coverage with limits of not less than one million (\$1,000,000) dollars coverage and shall indemnify and hold the City, its officers, agents, employees and elected officials harmless from all claims arising out of the sole negligence of the City Attorney.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2019 and shall continue in effect until December 31, 2020 unless earlier terminated by the City Attorney or action of the City Council with at least 60 days written notice or renegotiated by either party with at least 60 days' written notice. To aid in the annual budget process, the City Attorney will notify the City on or before July 31 of any revisions to the Compensation Provisions of Article III or Article IV of this contract for calendar year 2020.

DATED this _____ day of _____, 2018.

WEED, GRAAFSTRA
& ASSOCIATES, INC., P.S.

By _____
GRANT K. WEED, PRESIDENT

CITY OF STANWOOD

By _____
LEONARD KELLEY, MAYOR

ATTEST:

By _____
DAVID HAMMOND, CITY CLERK



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7f

DATE: December 13, 2018

SUBJECT: Contract extension with Perteet Engineering for the 90th Avenue/Viking Way Project

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Supplemental Agreement

ISSUE

The issue in front of the City Council is to authorize the Mayor to approve a no cost time extension with Perteet Engineering for the 90th Avenue/Viking Way Project.

SUMMARY STATEMENT

Council authorized the Mayor to sign a contract with Perteet Engineering for the 90th Avenue/Viking Way project on March 27, 2015. Multiple extensions have been necessary due to design changes and stalled right of way negotiations. The current contract ends December 31, 2018.

The City is hoping to advertise for contractors on this project in the first quarter of 2019. In order to continue working with Perteet Engineering, staff would like to implement an extension to December 31, 2019. There is no additional cost associated with this extension.

DISCUSSION

This project is at 90% design and is currently in right of way negotiations. Negotiations have stalled, prompting Council to approve an ordinance to proceed to condemnation. The timeline for this process is unknown.

Since Perteet Engineering has already done the design and specifications for this project, and hired Universal Land as its sub consultant for appraisal and right of way negotiation work, it will be much less expensive and save significant time, to allow them to continue on with the project.

FINANCIAL IMPACT

This is a no cost time extension. There is no additional budget being requested at this time.

COMMITTEE RECOMMENDATIONS

This went to the Public Works Committee on December 3, 2018 and they recommended this go to City Council for approval.

CITY COUNCIL OPTIONS

- 1) Authorize Mayor Kelley to approve the supplemental contract to revise the expiration date.
- 2) Do not authorize the supplemental contract, and direct staff to pursue other firms through another RFQ proposal.
- 3) Send to the Public Works Committee for further discussion.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE MAYOR KELLEY TO SIGN SUPPLEMENTAL NUMBER 9 WITH PERTEET ENGINEERING TO REVISE THE EXPIRATION DATE TO DECEMBER 31, 2019.


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>9</u>		Organization and Address	
Original Agreement Number 2015-22		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201	
Project Number		Execution Date March 27, 2015	Completion Date December 31, 2019
Project Title 90th Ave. N.W. Extension - Viking Way		New Maximum Amount Payable \$496,974 - No Change	
Description of Work Time extension			

The Local Agency of City of Stanwood

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on March 27, 2015 and identified as Agreement No. 2015-22

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

The changes to the agreement are described as follows:

I

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

No change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2019

III

Section V, PAYMENT, shall be amended as follows:

No change

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

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

By: Perteet, Inc.

By: City of Stanwood


Consultant Signature

Approving Authority Signature

Date

90th Ave. N.W. Extension - Viking Way

Exhibit "A"

Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 Time Extension	Supplement #3 Fund Task Reallocation	Supplement #4	Supplement #5	Supplement #6	Supplement #7 Time Extension	Supplement #8	Supplement #9 Time Extension	Total
Direct Salary Cost	\$ 75,358	\$ 5,378			\$ 12,876	\$ 5,051	\$ 430		\$ 9,461		\$ 108,554
Overhead (Including Payroll Additives)	\$ 130,874	\$ 9,340			\$ 22,362	\$ 8,772	\$ 747		\$ 16,431		\$ 188,526
Direct Non-Salary Costs	\$ 48,672	\$ 58			\$ 11,189	\$ 90,720	\$ 13,979		\$ 3,882		\$ 168,500
Fixed Fee	\$ 24,115	\$ 1,721			\$ 4,120	\$ 1,616	\$ 138		\$ 3,028		\$ 34,738
Management Reserve	\$ -								\$ 10,000		\$ 10,000
Unused Funds Deduction					\$ (13,344)						\$ (13,344)
Total	\$ 279,019	\$ 16,497			\$ 37,203	\$ 106,159	\$ 15,294		\$ 42,802		\$ 496,974



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: December 13, 2018

SUBJECT: North County Regional Fire Authority Interlocal Agreement for Fire Marshal Services

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Interlocal Agreement North County Regional Fire Authority
B – North County Regional Fire Authority Amended Service Plan

ISSUE

The issue in front of the City Council is to authorize the Mayor to sign an Interlocal agreement with the North County Regional Fire Authority for Fire Marshal Services, including Investigation, Inspection and Coordination of Emergency Management.

RECOMMENDATION

Authorize the Mayor to sign an Interlocal agreement ILA for Fire Investigation, Inspection and Coordination of Emergency Management with the North County Regional Fire Authority (NCRFA).

SUMMARY STATEMENT

On November 6th, 2018, Stanwood voters approved annexation of fire and emergency medical services into the NCRFA, effective January 1, 2019. This ILA provides the terms and conditions for ongoing Fire Marshall Services.

DISCUSSION

Following annexation, the city will be required to develop an Interlocal Agreement (ILA) for Fire Prevention, Fire Investigation and Emergency Management services. The level of service expected dictates the cost associated to the ILA. The intent of this ILA will be to maintain the same service level and operations currently receiving in emergency management and define fire prevention and fire investigative services to be provided. It is anticipated that it will take .25 FTE of a Chief Officer to manage these programs. The agreement includes services including, building plan review and inspection, fire code enforcement, investigations, and oversight and coordination on the city's Emergency Operations Plan, and assignment of a command staff level fire representative to the city's Emergency Operations Center. The authority will also maintain the city emergency operations center at Fire Station

99. The terms of the agreement allow either party to terminate with two year notice, but neither party may give notice prior to January 1, 2027, thus the initial term covers ten years.

FISCAL IMPACT

The annual cost to the city for RFA fire marshal services, based on .25 FTE of a Chief Officer, is estimated to be \$43,700, and will be adjusted annually based on NCRFA actual costs.

COMMITTEE RECOMMENDATION

The terms of this ILA were negotiated through joint meetings of the Public Safety Committee and the RFA Board of Commissioners on April 26th and May 24th, 2018

COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement with North County Regional Fire Authority for Fire Marshall Services.
2. Do not authorize the Mayor to sign the Interlocal Agreement with North County Regional Fire Authority for Fire Marshall Services and direct staff to areas of concern. This option indicates the city council has questions or concerns regarding the proposed agreement. The city council may want to direct staff to bring the agreement to the public safety subcommittee for further discussion and a recommendation before taking final action.
3. Do not authorize the Mayor to sign the Interlocal Agreement with North County Regional Fire Authority for Fire Marshall Services. This option implies the city council has serious concerns regarding the proposed Interlocal agreement. The city council should indicate whether the proposed ILA should be reconsidered at a later date or dropped indefinitely. This option could result in a lapse of Fire Marshall Services.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH NORTH COUNTY REGIONAL FIRE AUTHORITY FOR FIRE MARSHALL SERVICES.

ATTACHMENT A

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

INTERLOCAL AGREEMENT BETWEEN NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE CITY OF STANWOOD FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY MANAGEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **NORTH COUNTY** regional fire authority, a Washington municipal corporation (the "Authority") and the **CITY OF STANWOOD**, a Washington city (the "City") on this January 1, 2019.

WHEREAS, the City is annexing into the Authority effective January 1, 2019; and

WHEREAS, the Regional Fire Authority (RFA) Plan contemplates that the City will contract for fire marshal services from the Authority; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

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

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal services to the residents of the City during the term of this Agreement.

2. **Term.** This Agreement shall commence on January 1, 2019 or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) months' advance written notice; provided, however, that neither party shall issue notice of termination prior to January 1, 2027.

2.1 Termination by Authority for Cause. The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date, and fails to cure the failure to pay prior to the termination date stated in the notice.

2.2 Termination by City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal services identified on Exhibit A hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future.

4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the Authority immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event the City, for any reason, determines that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with Exhibit B. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 Designees from each party shall meet on a regular basis at the request of either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. Personnel, Equipment and Office Space.

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

6. **City Fees, Billing and Collection.** The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. **Contract Payment.** Beginning January 1, 2019, the City shall, in consideration of the Services, pay the Authority an annual sum (the "Contract Payment") in accordance with **Exhibit B**. **Exhibit B** is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in **Exhibit A**.

7.11 Contract Payment Adjustment. Each year, no later than July 1st ("Adjustment Deadline"), the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs for those personnel providing the Services.

7.1.1 Adjustment Date Not Met. If a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employment contract which represents the Authority's employees has not been finalized by the Adjustment Deadline of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA or contract is effective between the Authority and the local chapter of the IAFF or Authority. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

7.1.2 Compensation Adjustments. If the parties determine that the calculation on **Exhibit B** results in an overcompensation or under compensation, the City and Authority shall cooperate to make adjustments to **Exhibit B**, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to **Exhibit B** shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.

- i. Should a change in the level of service listed in Exhibit B be requested by either party, a reopener shall be allowed annually to discuss the changes necessary and cost of decrease or increase in services rendered.
- ii. This ILA shall be reevaluated once every eight years to discuss cost analysis and service levels.

7.1.3 Creating Unfunded Mandates. The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** Beginning January 1, 2019, the Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.

9. Fire Code Official. For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City Fire Marshal and ensure the assignment of fire prevention personnel to support the needs of the City as defined in Exhibit A. The Fire Marshal and prevention personnel will perform the functions specified in this Agreement, International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and Fire Prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and local municipal code as that section may be amended or re-codified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. Fire Inspections. The following terms and conditions shall apply with regards to inspection services outlined on Exhibit A:

10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

10.3 NCRFA will complete one annual inspection per business occupancy per year with a maximum of two re-inspections before turning over to code enforcement by City personnel. Plan check and occupancy inspections will be completed by City Building Inspectors, however fire personnel will be available to work together on issues mutually beneficial to fire and life safety.

11. Fire Code Enforcement. The following terms and conditions shall apply with

regards to those Fire Prevention Code Enforcement services outlined on Exhibit A:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend and provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. Fire Investigation Services. The following terms and conditions shall apply with regards to those Fire Investigation services outlined on **Exhibit A**:

12.1 The Authority will investigate the cause and origin of all fires, however major fires greater than \$10,000, the Authority Fire Marshal will investigate and coordinate arson Investigation with Snohomish County Sheriff and Fire Marshal as required.

12.2 The Authority will have available staff to investigate major fires 24 hours per day on call except during vacation and training periods, in which time mutual aid will be utilized or contracted with Snohomish County Fire Marshal.

12.3 The Authority will coordinate arson investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to allow for sharing of privileged information or other activities approved by the City Police Chief. In the event of major crimes such as homicide or great bodily injury, the Authority will work with Snohomish County Fire Marshal, and Snohomish County Sheriff to coordinate the outcome. The Authority shall not bear the cost of that enforcement if incurred.

12.4 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

12.5 The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.6 The City reserves the right to use Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfill its statutory duties under RCW 42.56.

14. **Indemnification.**

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that

if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of its negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of its negligence.

15. City and Authority Are Independent Municipal Governments. The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.

16. Administration of Agreement. This Agreement shall be administered by the Authority's Fire Chief and the Mayor of the City. The Fire Chief and Mayor shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The Mayor may provide input to the Fire Chief concerning desired outcomes concerning the Services.

16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the Mayor in order to remain informed regarding the Services performed pursuant to this Agreement.

17. Assigned Authority Personnel. The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right

to move employees within the Prevention Division.

18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance of payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.

20. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

North County Attention: Fire Chief
8117 267th ST NW
Stanwood, WA 98292

City of Stanwood
Attention: Mayor
10220 270th ST
Stanwood, WA 98292

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF
STANWOOD

termination date shall survive the termination date of this Agreement.

23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities by the legislative authorities of each party.

24. **Amendments.** This Agreement may only be amended or modified by a written agreement approved and authorized by the legislative authorities of each party.

**NORTH COUNTY
REGIONAL FIRE AUTHORITY**

CITY OF STANWOOD

By: _____
Commissioner Cade

By: _____
Leonard Kelley, Mayor

By: _____
Commissioner Iverson

By: _____
Commissioner Sinker

ATTEST: _____
Katie Ellis, Board Secretary

By: _____
Commissioner Oakes

By: _____
Commissioner Longley

EXHIBIT A LIST OF SERVICES

I – PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Exhibit A** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Inspector on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input is deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or Review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with

prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.

- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

- 1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
- 2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
- 3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

EXHIBIT B

**2019 Fire Marshal/Fire Investigation/
Emergency Management
Service Contract Estimate**

Labor	\$42,000
M&O/Administration	\$875
Capital	\$838
Total Cost	\$43,713

Note 1: Labor costs are based on 2018 Stanwood current salary and benefit rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employee contract which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and the Overhead Costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the local chapter of the IAFF. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2017 and a new CBA is executed on December 1, 2019 but made retroactive to January 1, 2018, the Adjustment Year would be 2018.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for inspector vehicles on an 10-year replacement schedule and will increase 3% annually.

NORTH COUNTY REGIONAL FIRE AUTHORITY (RFA) SERVICE PLAN

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SECTION 1	BACKGROUND & NEEDS STATEMENTS
Revision	The BACKGROUND & NEEDS STATEMENTS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. Background and Needs:

(1) The ability to respond to emergency situations by fire protection / emergency medical services jurisdictions has not kept up with the community's needs and special service demands, particularly in rapidly growing suburban areas;

(2) Providing a fire protection and emergency medical service system requires a shared partnership and responsibility among the local and regional governments.

(3) There are efficiencies to be gained by regional fire protection / emergency medical service delivery while retaining local control; and

(4) Timely development of significant projects can best be achieved through enhanced funding options for regional fire protection / emergency medical service agencies, using already existing taxing authority to address fire protection / emergency service needs and new authority to address critical fire protection projects and emergency services.

(5) The City of Stanwood and North County Regional Fire Authority (referred to herein as "NCRFA") have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources through an interlocal agreement for services. The City and NCRFA believe that annexation of the City into the RFA is in the best interests of the community.

RFA SECTION 1 PLAN REVISION:

The **NEEDS STATEMENT** section of the **(RFA) Plan** is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 2	DEFINITIONS
Revision	The DEFINITIONS section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

NORTH COUNTY FIRE / EMS AUTHORITY PLAN DEFINITIONS:

The definitions in this section apply throughout this NCRFA Plan, unless the context clearly requires otherwise.

1. **"Board", "Governance Board", or "Governing Board"** means the governing body of North County Fire / EMS.
2. **"City"** means the City of Stanwood.
3. **"Existing City Interlocal"** means the Interlocal Agreement between the RFA and the City dated March 8, 2012.
4. **"Effective Date"** means January 1, 2019.
5. **"Interlocal Agreement" or "ILA"** means any interlocal service agreement between the RFA and the City of Stanwood in providing certain administrative and support services per the adopted Plan.
6. **"Participating Jurisdictions"** means the municipal jurisdictions joining the North County Fire / EMS Authority in accordance with RCW 52.26. The original Participating Jurisdictions were Snohomish County Fire Districts 14 and 18, both of which were dissolved by a vote of the citizens within each district in 2017.
7. **"North County Regional Fire Authority" or "NCRFA"** means a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution, whose boundaries are coextensive with two or more adjacent fire protection jurisdictions and that has been created by a vote of the people under RCW 52.26 to implement a *North County Regional Fire Authority Plan*.
8. **"North County Regional Fire Authority Plan" or "Plan"** means a plan to develop and finance North County Fire / EMS, including, but not limited to, specific capital projects, fire operations and emergency service operations pursuant to RCW 52.26.040(3)(b), and the preservation and maintenance of existing or future facilities and services.

RFA SECTION 2 PLAN REVISION DISPOSITION:

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governance Board.

SECTION 3	FORMATION
Revision	The FORMATION section of the RFA Plan is subject to amendment by being re-submitted to the electorate for approval.
Adopted	
Revised	

REFERENCE:

1. Authority to form a North County Regional Fire Authority between the Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 is authorized by RCW 52.26.
2. Authority and empowerment of the **PLANNING COMMITTEE** is provided by RCW 52.26.030.
3. Appointment and participation on the Planning Committee includes the three Fire Commissioners of each respective jurisdiction in accordance with RCW 52.26.030.
4. Upon successful development and approval of the NCRFA Plan by the NCRFA Planning Committee, the NCRFA Plan shall be brought to each participating jurisdiction's boards of fire commissioners for approval and adoption by resolution for placement of the NCRFA Plan on the ballot for approval by the respective voters.

ACTIVITY/OPERATION:

1. No current activity or operation of Snohomish County Fire District 14 or Snohomish County Fire District 18 will change during the planning period of the NCRFA.
2. Should the NCRFA Plan be ratified with a successful vote by the collective electorate of Snohomish County Fire Protection District 14 and Snohomish County Fire Protection District 18 shall be formed on January 1, 2008.

ASSETS/DOCUMENTATION TRANSFERRED:

1. No transfer of current assets, equipment, documents, contracts, agreements, or records of Snohomish County Fire District 14 and Snohomish County Fire District 18 will occur during the planning period of the NCRFA.
2. The transfer of assets, equipment, documents, contracts, agreements, and records to the NCRFA from the respective participating Fire Districts shall occur on January 1, 2008 and be in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **AUTHORITY** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

SECTION 4	ANNEXATION OF CITY OF STANWOOD
Revision	The ANNEXATION OF CITY OF STANWOOD section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.
Adopted	
Revised	

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. The North County Regional Fire Authority Plan was initially approved by the voters of Snohomish County Fire Districts 14 and 18 on November 6, 2007, and NCRFA was formed on January 1, 2008.
2. Chapter 52.26.300 RCW provides statutory authority for the annexation of additional participating jurisdictions into a Regional Fire Authority.

B. REVISED RFA PLAN APPROVAL

1. On February 8, 2018, the City of Stanwood adopted Resolution No. 2018-02 requesting annexation into NCRFA.
2. On June 13, 2018, the Governing Board of NCRFA adopted Resolution No. 06132018-02 to amend the RFA Plan to establish terms and conditions of the requested annexation by the City of Stanwood. The Amended Plan and the measure for the City to annex into the RFA is being submitted to the voters of the City at the general election on November 6, 2018 as a single ballot measure that must be approved by a simple majority.
3. If the City voters approve the annexation and the Amended RFA Plan at the November, 2018 general election, then on January 1, 2019:
 - a. The annexation of the City into the RFA will be effective in accordance with RCW 52.26.300, at which time the City will become a Participating Jurisdiction in the RFA.
 - b. The boundaries of the RFA shall be as shown on the map attached hereto and in **Appendix A** of this RFA Plan.

This Amended Plan will be void and of no force and effect if the voters of the City do not approve the ballot measure at the November, 2018 general election.

C. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA BASED ON CITY ACTIONS

1. Boundary changes that do not require an RFA Plan amendment:
 - 1.1. City annexations of areas included within the boundaries of the RFA. Such annexations will not affect the RFA since the areas will already be within the

RFA boundaries. Pursuant to RCW 52.26.290 there will be no required asset or employee transfers.

- 1.2. City annexations of areas not included within the RFA. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs because of annexation shall be between the transferring entity and the RFA.

RFA SECTION 5 PLAN REVISION DISPOSITION:

The **ANNEXATION OF THE CITY OF STANWOOD** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 5	JURISDICTIONAL BOUNDARIES
Revision	The JURISDICTIONAL BOUNDARIES section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

REFERENCE:

1. The authority to define the jurisdiction of the North County Regional Fire Authority is provided by RCW 52.26.030.

ACTIVITY/OPERATION TRANSFERRED:

1. The jurisdictional boundaries of the NCRFA shall be the legal boundaries of each Participating Jurisdiction, which boundaries are depicted on the map attached hereto and marked as Appendix A of this Plan, and shall be transferred on January 1, 2008 upon successful approval by the collective electorate.
2. Until such time as Snohomish County Fire District 14 or Snohomish County Fire District 18 is dissolved, all annexations by either fire district shall automatically be transferred into the NCRFA in accordance with RCW 52.26.290. The territory added to the NCRFA by annexation to a participating jurisdiction shall be thereafter subject to the taxation, charges, and bonded indebtedness of the NCRFA in the same means as the RFSPA.
3. The jurisdictional boundaries of NCRFA shall be amended to reflect any annexations of fire protection jurisdictions into NCRFA pursuant to RCW 52.26.300.

ASSETS TRANSFERRED:

1. Transfer of authority and jurisdiction for the NCRFA from the respective participating fire districts shall occur on January 1, 2008 in accordance with the Objectives identified in this NCRFA Plan.

NORTH COUNTY FIRE / EMS AUTHORITY PLAN REVISION DISPOSITION:

The **JURISDICTION** portion of the NCRFA Plan is subject to alteration only by a revised NCRFA Plan being re-submitted to the electorate for approval.

SECTION 6	FUNDING and FINANCE
Revision	The FUNDING and FINANCE section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.
Adopted	
Revised	

A. INTERIM RFA FINANCES

1. The operation and administration of the RFA shall be funded by the following:
 - 1.1 Tax levies of the RFA.
 - 1.2 Because the City annexed into the RFA after August 1, 2018, the RFA will be unable to levy its taxes within the jurisdictional limits of the City in 2018 for collection in 2019. Accordingly, for calendar year 2019, the City will pay to the RFA an amount equal to the 2019 NCRFA levy rate times the City of Stanwood 2018 Assessed Valuation in four equal payments within one month of the end of each quarter.
 - 1.3 Service contract revenues, if any.
 - 1.4 Impact Fees and Sepa Mitigation, as specified below.

B. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at a tax levy rate not to exceed \$1.50 per thousand of assessed valuation for the fire levy and at a tax levy rate not to exceed \$0.50 per thousand of assessed valuation for its EMS levy.
2. **Service Contracts.** To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
3. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with Snohomish County and/or the City of Stanwood to collect such fees.
4. **Transport Fees.** The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
5. **Ground Emergency Medical Transport.** The RFA may seek to recover Ground Emergency Medical Transport Supplemental Reimbursement.
6. **Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified

herein; and for which the City may charge an impact fee and/or require mitigation, the City and the Fire Authority shall meet and discuss the impact on the services provided by the RFA and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until they are expended on mitigation. The RFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

7. Additional Revenue Options. The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including, but not limited to, revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

C. TRANSFER OF ASSETS

1.1. City Assets. On the Effective Date, the City shall immediately transfer to the RFA the following assets:

- a. The real property identified in Appendix C and any building fixtures, furniture and contents thereof. The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA. The City is transferring real property identified in Appendix C and any building fixtures, furniture and contents thereof 'as-is' no warranties attached. The RFA accepts the real property identified in Appendix C and any building fixtures, furniture and contents thereof 'as-is' no warranties attached. Additionally, upon the transfer of the real property identified in Appendix C and any building fixtures, furniture and contents thereof the City has no further maintenance obligations or responsibilities including but not limited those in the March 8, 2012 Interlocal agreement. .

Note: The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for community needs. The terms of scheduling and use of such meeting room will be by mutual agreement.

- b. All mitigation fees held pursuant to paragraph 6.6 of the Interlocal Agreement dated March 8, 2012 between the RFA and the City.
- c. Unless otherwise specified herein, no City funds shall be transferred to the RFA.
- d. All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.

1.2. City Water Systems. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.

2. Condition of Assets. All assets transferred by the City based on the Plan and any subsequent agreements shall be transferred on an "as is/where is" condition.

D. LIABILITIES

1. On the Effective Date, the RFA shall assume the following liabilities of the City:

- 1.1** Continued periodic fire related payment obligations of the City's interlocal agreement with Snohomish County 911 and SERS.
 - 1.2** Future fire-related capital investment obligations to SERS and Snohomish County 911.
- 2.** The following City Debt/Liabilities shall be retained by the City:
 - 2.1** The City will retain the liability for the outstanding bond debt on Station 99 and to continue to levy tax through 2020 or later as needed to make such payments.

RFA SECTION 6 PLAN REVISION DISPOSITION:

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by majority vote of the Governing Board except when voter approval is required by statute.

SECTION 7	GOVERNANCE
Revision	The GOVERNANCE section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. GOVERNING BOARD STRUCTURE AND OPERATION

- 1. Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
- 2. Governing Board.** Upon the Effective Date, the Governing Board shall include seven (7) voting members, consisting of five (5) seated elected Commissioners from the RFA and two (2) elected officials from the City to be appointed by the City Council.
 - **Position 1 (Commissioner District No. 1).** This position will be initially filled by the RFA Commissioner currently serving in RFA Position No. 2 and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 1.
 - **Position 2 (Commissioner District No. 2).** This position will be initially filled by a City elected official appointed by the City Council and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.
 - **Position 3 (Commissioner District No. 3).** This position will be initially filled by a City elected official appointed by the City Council and will expire on December 31, 2019. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.
 - **Position 4 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 3 and will expire on December 31, 2019. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
 - **Position 5 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 5 and will expire on December 31, 2021. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.
 - **Position 6 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 1 and will expire on December 31, 2023. Thereafter,

this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

- **Position 7 (At-Large).** This position will initially be filled by the RFA Commissioner serving in RFA Position No. 4 and will expire on December 31, 2023. Thereafter, this position shall be filled by a registered voter residing anywhere within the boundaries of the RFA.

2.1. Not later than sixty (60) days prior to the filing period for the 2019 general election, the Governing Board shall establish the geographical boundaries of the three (3) commissioner districts (Positions 1, 2 and 3). In determining the geographical boundaries of such commissioner districts, the Governing Board shall be guided by the following principles: (i) the population of each commissioner district shall be relatively equal; and (ii) one (1) commissioner district shall include the City of Stanwood.

2.2. Concurrently with the establishment of commissioner districts for Positions 1, 2 and 3, the Governing Board shall assign "Initial Elected Terms" of office for those commissioners elected in 2019 to Positions 1, 2, 3 and 4; provided, however, that one position shall have an abbreviated Initial Elected Terms of two (2) years. In assigning such Initial Terms to each Position, the Governing Board may provide that the candidate receiving the lowest number of votes shall be assigned to the Initial Elected Term of two years.

2.3. Except as provided above, all commissioner terms shall be six (6) year terms.

2.4. If the RFA Plan is later amended to expand the Governing Board, the total number of voting members shall be an odd number no greater than nine (9) in number.

3. Governing Rules. The RFA Governing Board shall develop and adopt bylaws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.

4. Authority. The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA and for matters related to Title 52 RCW.

5. Compensation of Governing Board. Commissioners of the Governing Board will receive compensation in the same manner and under the same conditions as provided by law for commissioners of a fire protection district organized under Title 52 RCW.

RFA SECTION 7 PLAN REVISION DISPOSITION:

The **GOVERNANCE** section of the **Plan** may be amended by a majority vote of the RFA Governance Board.

SECTION 8	ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION
Revision	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. ORGANIZATIONAL STRUCTURE

1. Organizational Chart. The RFA shall be organized as provided in Appendix B of the RFA Plan; provided, however, that after the Effective Date, the Fire Chief shall have authority to adjust the Organizational Chart as necessary to improve service delivery without amending the RFA Plan.

B. PERSONNEL

1. Fire Chief. On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governance Board pursuant to a written employment contract.

C. ADMINISTRATION

1. City Retained Administrative Service Responsibilities. The City of Stanwood shall continue to provide the following services: Collection and accounting Fire Impact Fees, when imposed. Prior to the effective date of the Annexation, the parties shall negotiate and execute an Interlocal Agreement to provide for the City collection of the Fire Impact Fees and disbursement of those fees to the RFA.

2. Seamless Transition. Unless otherwise noted in the RFA Plan, upon the Effective Date, the administration and management of the RFA shall be seamless and shall model the current administrative and management components of the RFA.

The **ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION** section of The RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.

SECTION 9	OPERATIONS AND SERVICES
Revision	The OPERATIONS AND SERVICES section of the RFA Plan is subject to amendment by a majority vote of the RFA Governance Board.
Adopted	
Revised	

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the District shall be continued at the current level of service on the Effective Date.
2. Upon the Effective Date, the RFA will initially adopt the City's Standards of Coverage Document for the City's jurisdictional boundary area and the District's Standards of Coverage Document for the District's jurisdictional boundary areas. As such, services, levels of service, standards of coverage, development standards and customer expectations on the Effective Date shall remain unaffected.
3. All current automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums currently in place with the City shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Notwithstanding the foregoing, the City's interlocal agreements with Snohomish County 911 shall be modified as necessary to provide that the RFA will assume the fire related rights and obligations under this agreement.

B. FIRE MARSHAL/INSPECTION SERVICES.

1. Existing Service Providers:
 - a. Pursuant to the Existing City Interlocal, the RFA currently provides Fire Prevention Services ("Fire Marshal Services") pursuant to RCW 19.27.050 within the boundaries of the City of Stanwood:
 - b. Snohomish County currently provides Fire Marshal Services within the District.
2. Fire Marshal Service Providers on Effective Date:
 - 2.1. On the Effective Date, Fire Marshal Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City Stanwood: The RFA will provide Fire Marshal Services to the City of Stanwood pursuant to an interlocal agreement which compensates the RFA for agreed-upon services.
 - b. Within unincorporated Snohomish County: Snohomish County shall provide Fire Marshal Services.

- c. The RFA may provide Fire Marshal and inspection services to another local municipal jurisdiction through an interlocal agreement.

C. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:

1.1. Pursuant to the Existing City Interlocal, the City of Stanwood contracts with the RFA for Emergency Management Services within the boundaries of the City of Stanwood. The City also contracts with Snohomish County Department of Emergency Management ("SCDEM") for emergency management services.

1.2. SCDEM currently provides Emergency Management Services within the City.

2. Emergency Management Services on Effective Date:

2.1. On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:

a. Within the City of Stanwood: The RFA will provide oversight and coordination of the City's Emergency Operations Plans and will assign a command staff representative to the City's Emergency Operations Center when activated and during drills. The RFA will also coordinate emergency preparedness planning and training to the City. These services shall be provided pursuant to an interlocal agreement which compensates the RFA for agreed upon services.

b. Within unincorporated Snohomish County: SCDEM shall remain the provider of Emergency Management Services.

D. PUBLIC EDUCATION SERVICES

1. On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA and its service area. The NCRFA Prevention/Education division shall be organized as provided in Appendix E of this NCRFA Plan.

RFA SECTION 9 PLAN REVISION DISPOSITION:

The **OPERATIONS AND SERVICES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governance Board.

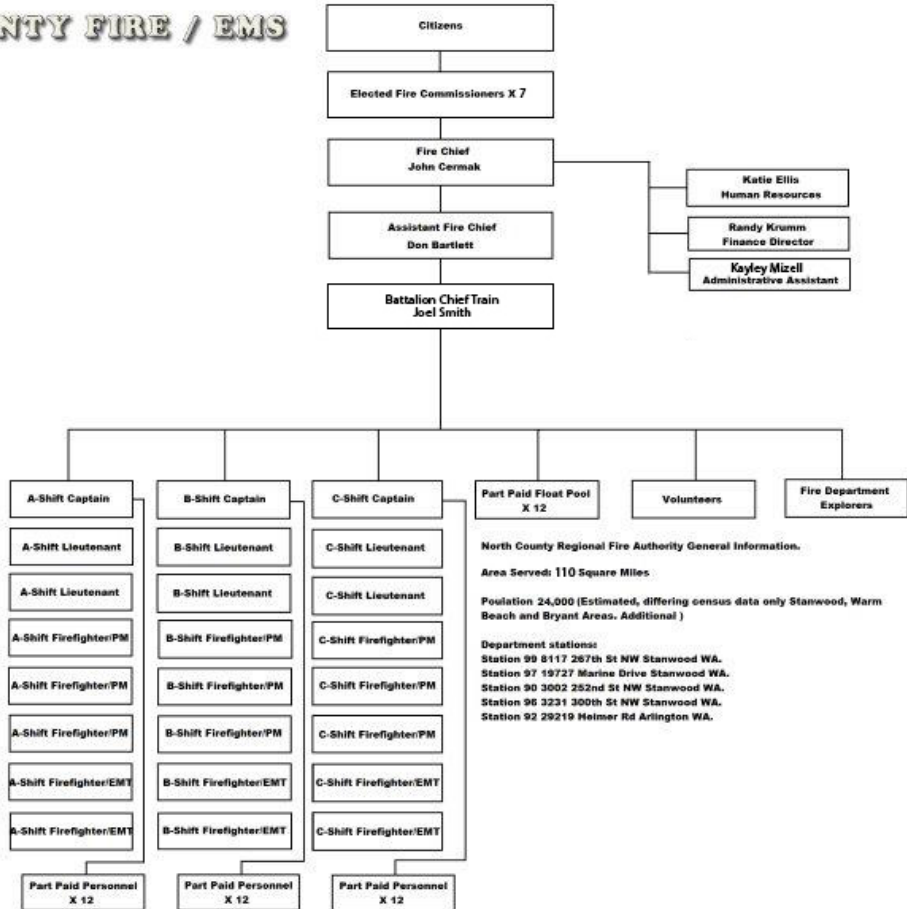
APPENDIX A
JURISDICTIONAL BOUNDARY MAP

Commission Districts will be set according to Section 4 – B3a

APPENDIX B ORGANIZATION STRUCTURE



NORTH COUNTY FIRE / EMS



**APPENDIX C
REAL PROPERTY**

The property commonly known as Station 99, located at 8117 267th Street NW, Stanwood, WA.

Tax Parcel No.: 32043000101400

Legal Description: Section 30 Township 32 Range 04 Quarter NE - BAAP ON N BDY SEC 668FT E OF 1/4 COR TH E 297FT TH S 165FT TH W 297FT TH N 165FT TO POB LESS CO RD LESS RD R/W TO ST OF WA PER POSS & USE AGRMNT REC AFN201003310760 TGW VAC RD PER CITY OF STAN ORD #1120 REC AFN 201004210063 LESS RD R/W TO ST OF WA PER QCD REC AFN 201009290189 - SUBJ TO ESE TO PUD 1.

Note: The transfer of Station 99 to the RFA shall contain a reversionary interest providing that the title to the land and the station will return to the City if the fire station ever ceases to be used for fire and/or emergency medical services by the RFA (defined as follows, "more than 75% of the square footage must be used at least 75% of the time and that at least one fire and one EMS apparatus must be housed there to respond to calls on a 24-hour basis.") .

**APPENDIX D
FIRE PREVENTION/ FIRE INVESTIGATION/EMERGENCY MANAGEMENT**

LIST OF SERVICES

I - PLAN REVIEW AND INSPECTION SERVICES:

The Authority will provide limited plan review and occupancy inspections. Annual Inspection Services for the City within the City's boundaries, as those boundaries may be adjusted in the future. The description of Plan Review and Inspection Services in this **Appendix** is intended to provide an overview of the Services that were previously provided by the Fire Department within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The Services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan Review Services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including the local municipal code as that section may be amended or recodified by the City.

The Authority shall provide in consultation with the City the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Provide comments to the City Building Inspector, who completes the plan check, on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code compliance and enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Coordinate with the City the scheduling and conducting of new construction / tenant improvement inspections for fire code compliance where Fire and Life Safety input as deemed necessary.
- F. Review Special Event applications/sites for fire code compliance.
- G. Participate in the Land Use Planning process to ensure code compliance.
- H. Coordinate with City the annual inspection program to include one annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

II - FIRE CODE ENFORCEMENT:

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code.
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and confer regarding the number of inspections to be achieved on an annualized basis if the listed is found to be unacceptable.
- M. Process Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.

III - FIRE INVESTIGATION SERVICES:

The Authority shall perform or Contract with the County Fire Investigation Services that include but are not limited to:

- A. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with prosecutors and law enforcement, be available for interviews and

- courtroom testimony, and other associated duties.
- B. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
 - C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
 - D. Respond to all working fires when requested during working hours and all working fires after hours if available.
 - E. Participate in regional and state fire investigative organizations and activities where deemed applicable by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV. EMERGENCY MANAGEMENT:

The Fire Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The Fire Authority further agrees to assign a command staff level fire representative to the City's Emergency Operations Center in the event that is activated as well as the services listed below:

1. Coordinate emergency preparedness planning and training to the City of Stanwood with the County DEM.
2. Serve as a part of the command staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the city and public safety.
3. The City will maintain the EOC equipment and technology, however the Authority will maintain it as a classroom with projectors, tables, chairs, and televisions.

APPENDIX E STATION 99 MEETING ROOM POLICY

A1. The RFA would continue to permit the City to utilize the large meeting room in Station 99 as necessary for both official and non- commercial community needs.

a. Official city meetings and functions would be scheduled utilizing a calendar tool on the NCRFA Website or by communicating with the NCRFA office staff.

I. The city would be responsible for setting up and cleaning up before/after the meeting

b. Non- commercial meetings will be handled utilizing the modified city policy delineated below under section B1.

B1. NCRFA offers the use of its certain public meeting rooms to the community for non- commercial use:

As an extension of its mission to serve the community, NCRFA welcomes the community's non-commercial use of its meeting rooms for educational, cultural, intellectual, recreational, civic, governmental, social, political, or charitable meetings, workshops, lectures, entertainment, and other uses pertaining to the welfare of the community. Use of the meeting room is limited to noncommercial organizations.

2. Community Room use is made available on an equitable basis:

Space is made available for use by the public on equal terms, regardless of the beliefs, affiliations or viewpoints of the groups or individuals requesting their use.

3. The NCRFA does not endorse the activities or viewpoints of those using its Community Rooms:

Publicity for meetings or programs being held in NCRFA meeting rooms will clearly state the NCRFA does not endorse the activities or viewpoints of the groups presenting the event. If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.

4. NCRFA sponsored or cosponsored meetings or programs have priority on Community Rooms availability:

The remaining Community Room space is made available on a first-come, first-served basis.

5. The NCRFA requires completed registration before Community Room use:

Registration includes a signed agreement on forms to be provided by the NCRFA that the group will abide by all NCRFA policies and procedures.

Use of Community Rooms

The NCRFA offers its community rooms for non-commercial use only.

Non- Commercial use is defined as groups or individuals that receive no commercial benefit by using a Community Room. Meetings or programs must not require payment to enter, but passive solicitation of donations and fund-raising activities for non-profit groups are acceptable. Meetings or programs do not have to be open to the public.

Commercial use is defined as groups or individuals that receive a commercial benefit by using a Community Room. This may include active solicitation of donations, charging admission fees, offering money-making activities or promoting a commercial business. Meetings or programs do not have to be open to the public.

The use of community meeting rooms may not be used to further the election or defeat of any candidate for public office or to support or oppose any ballot proposition.

Reservations

- You must be 18 years old to reserve a room.
- Reservations are not valid until the Community Room Registration form has been approved.
- Reservations will be on a first come first serve basis with a maximum of one-year advance reservations. No NCRFA facility may be reserved by the same individual, group or entity or individual who is a member of such group or entity more than twelve (12) times in any calendar year.
- You can reserve a room in one of the following ways:

Phone:

360-629-2184

Monday - Friday, 10 a.m. - 4 p.m.

Online:

www.northcountyfireems.com

In Person:

At NCRFA Office 8117267th ST NW.

Monday - Friday, 10 a.m. - 4 p.m.

Using the Community Rooms

- Users are responsible for room set-up and take-down. Rooms must be left in their original configuration.
- Food and beverages are welcome. Meeting room users must furnish their own dishes, utensils, paper products, and kitchen equipment, and remove them at the conclusion of the meeting. Trash should be properly disposed of in the receptacles provided and the kitchen left clean. Users are responsible for the care and condition of any equipment being used and must clean all equipment used.
- If the NCRFA sponsors or cosponsors a meeting or program this will be clearly stated in the publicity of the event.
- No activity may be undertaken in the community meeting rooms that disrupt the

normal operation or use of the facility, such as activities that involve disruptive levels of noise, odors, etc.

- NCRFA indoor facilities are smoke and tobacco free. No alcoholic beverages, tobacco, or drugs shall be allowed.
- Use of candles or any other type of open flame is not allowed.
- Audiovisual (AV) equipment may be available upon request at Fire Station 99. Other meeting rooms do not have AV equipment available. Items and equipment may not be stored in the meeting room.
- All community meeting room users must complete a NCRFA Community Meeting Room Registration form agreement and permission must be granted by the Fire Chief or designee.
- Users agree to be responsible for compliance with all federal, state and local laws, rules and regulations in regards to activities conducted, sponsored on or about the facility. Users understand the NCRFA may not discriminate nor endorse discrimination in the use of its facilities. Users must agree not to discriminate against any person on the grounds of race, religion, creed, color, national origin, sexual orientation, marital status, disability, age or other basis governed by state or federal law in the conduct of its activities while on or about the facility.
- Individuals or groups who complete the Community Room Registration agreement form agree to pay for damages to the facility and/or loss of NCRFA property within the facility resulting from the user's negligence.
- Organizations that engage in severe or repeated violations of meeting room policies, library regulations, or civil laws shall be banned from further use of the community meeting room.

INSURANCE & LIABILITY

Users planning high risk activities, as determined solely by the Fire Chief, will be required to provide proof of general liability insurance and must acknowledge responsibility that they will hold the NCRFA harmless from any and all claims by any person(s) arising from use of the facility and anticipation in the host's planned activities.

When insurance is required, the applicant has **three options**:

1. Purchase insurance through One Beacon Entertainment, or similar insurer, at <http://www.onebeaconentertainment.com>
2. Purchase private insurance or participate in an insurance pool.
3. In the case of contracting with a vendor, securing insurance through the vendor.

All groups who provide insurance shall provide NCRFA with a certificate of insurance naming NCRFA, its officers, agents, employees and elected officials as additional insureds as respects the use of the NCRFA facility. The insurance limits and coverages shall be as required by the NCRFA. Alternatively, at NCRFA's sole discretion, NCRFA may accept an acceptable letter evidencing insurance coverage.

Cancellation

- Cancellation of community room reservations are made to the NCRFA Administration Office.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: December 13, 2018

SUBJECT: Appointments to North County Regional Fire Authority Board of Commissioners

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Resolution 2018-22

ISSUE

The issue in front of the City Council is selection of two elected officials, either Councilmembers or the Mayor to serve one-year terms on the North County Regional Fire Authority Board of Commissioners.

RECOMMENDATION

Conduct a roll call vote of the council for each councilmember or the Mayor who has expressed interest in serving the one-year terms on the (NCRFA or RFA) Board of Commissioners.

SUMMARY STATEMENT

On November 6th, 2018, Stanwood vote approved annexation of fire and emergency medical services into the NCRFA, effective January 1, 2019. The RFA Plan expands the RFA Board of Commissioners from five members to seven. The RFA Plan states that two City appointed positions (position 2 - District 2 and position 3 -District 3) will expire on December 31, 2019. Thus, both positions will be one year appointments. Thereafter, these positions will be elected.

DISCUSSION

The Mayor sent a letter to all councilmembers asking whether they are interested and if so, to contact him by phone or e-mail by November 16th, 2019. During the December 13th, 2018 Regular City Council meeting the Mayor will announce who has shown interest. The Mayor can if he wishes, include himself. If there are more than two elected officials who want to be considered, the Mayor will entertain a motion to place all who have shown interest in nomination, then will poll each councilmember and the two receiving the most votes will be appointed. If there is a tie vote for anyone there will be a run off until two are selected.

The attached Resolution 2018-22 has been prepared to formally appoint the two members, to the one year term of office, and describes what the process would be if any person appointed vacates the office during the term. Language stating when the position is open for election within the RFA is also included in the resolution.

FISCAL IMPACT

None.

COUNCIL OPTIONS

1. Conduct a roll call vote for each councilmember or the Mayor who has expressed interest in serving the one-year terms on the (NCRFA or RFA) Board of Commissioners.
2. Do not conduct a roll call vote for each councilmember or the Mayor who has expressed interest in serving the one-year terms on the (NCRFA or RFA) Board of Commissioners and defer this vote until the December 13, 2018 Council Meeting.

RECOMMENDED MOTION

I MOVE TO APPOINT _____, TO NORTH COUNTY REGIONAL FIRE AUTHORITY BOARD OF COMMISSIONERS POSITION 2 TO SERVE FOR A TERM COMMENCING ON JANUARY 1, 2019 AND EXPIRING DECEMBER 31, 2019.

I MOVE TO APPOINT _____, TO NORTH COUNTY REGIONAL FIRE AUTHORITY BOARD OF COMMISSIONERS POSITION 3 TO SERVE FOR A TERM COMMENCING ON JANUARY 1, 2019 AND EXPIRING DECEMBER 31, 2019.

**RESOLUTION NO. 2018-22
CITY OF STANWOOD, WASHINGTON**

A RESOLUTION of the City Council of the City of Stanwood, Washington, appointing two individuals to serve as Fire Commissioners on the North County Regional Fire Authority's (NCRFA) Board of Commissioners.

WHEREAS, RCW 52.04.071 establishes the procedure for elections concerning annexation of a city into a fire protection district; and

WHEREAS, On February 8, 2018, the City of Stanwood adopted Resolution No. 2018-02 stating the City's intent to annex into the NCFRA and making a finding that the public interest will be served thereby, authorizing the mayor to execute an interlocal agreement regarding such annexation, authorizing the filing of a notice of intention with the Snohomish County Boundary Review Board; and

WHEREAS, likewise on June 13, 2018 the Board of Fire Commissioners of NCRFA concurred in the annexation pursuant to Resolution No. 06132018-02; and

WHEREAS, notification of intent to annex was transmitted to the Snohomish County Council along with the request for annexation to be placed on the ballot pursuant to City Resolution No. 2018-16 ; and

WHEREAS, on November 6 2018, the voters within the proposed annexation area approved Ballot Proposition 1 authorizing and approving the annexation into the NCFRA, and

WHEREAS, the North County Regional Fire Authority Service Plan (RFA Plan) requires the appointment of 2 elected officials by the City Council to serve on the Board of Fire Commissioners of the NCFRA until December 31, 2019;

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
STANWOOD, WASHINGTON**

Section 1. Pursuant to the RFA Plan, the following individuals are hereby appointed to serve as a Fire Commissioner for the NCFRA Board of Commissioners:

Position 2. _____, is hereby appointed to serve for a term commencing on January 1, 2019 and expiring December 31, 2019. Should this position become vacant during this initial term, the City Council will appoint a new commissioner to serve the balance of the term. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 2.

Position 3. _____, is hereby appointed to serve for a term commencing on January 1, 2019 and expiring December 31, 2019. Should this position become vacant during this initial term, the City Council will appoint a new commissioner to serve the balance of the term. Thereafter, this position will be filled by a registered voter residing within Commissioner District No. 3.

Section 2. The City Clerk is hereby directed to forward a copy of this Resolution to the NCRFA Board of Commissioners and, to any other entity, if any, which must be notified in order to effectuate the appointment of the individuals identified herein to serve as Fire Commissioners for the NCRFA.

ADOPTED AND APPROVED by the City Council of the City of Stanwood, Washington on this 13th day of December, 2018.

Leonard Kelley
Mayor

ATTEST:

David A. Hammond
City Clerk

Approved as to form:

Grant K. Weed, City Attorney



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: December 13, 2018

SUBJECT: Ordinance 1468 – Amending Ordinance 1457 relating to the 2018 Budget, First Reading, Second Reading and Final Adoption

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Ordinance 1468

ISSUE

Should the city council approve first reading, second reading and final adoption of Ordinance 1468 amending Ordinance 1457 relating to the 2017-18 budget?

CITY COUNCIL OPTIONS

1. Approve first reading, second reading, and final adoption of Ordinance 1468 amending the 2017-18 budget.
2. Do not approve first reading, second reading and final adoption of Ordinance 1468 amending the 2017-18 budget and direct staff to areas of concern.
3. Do not approve first reading, second reading and final adoption of Ordinance 1468 amending the 2017-18 budget.

FINANCIAL IMPACT

The financial impacts are outlined in the discussion section.

COMMITTEE RECOMMENDATIONS

On November 19th, 2018 The Finance/Personnel Committee discussed the allocation of fire impact fees to pay debt service on the fire station. On Dec. 6th, the committee reviewed and supports Ordinance 1468 amending the 2017-18 budget.

DISCUSSION

It is difficult to anticipate every possible financial scenario within a fiscal year. Recently,

with the annexation of city fire and emergency management services into the North County Regional Fire Authority, staff has investigated the options concerning fire impact fees collected since 2011 and on hand, which amount to approximately \$78,500. Ordinance 913 established the impact fees and authorized their use on fire facilities that are identified in the fire facilities section of the capital facility plan (CFP) element of the Comprehensive Plan.

The Capital Facilities Plan contemplated construction of a fire station with additional square footage to maintain the level of services discussed in the CFP beyond the time frame the fire station would actually be a listed project within the CFP. In fact, the 2012 CFP update included projections detailing excess capacity up to the year 2025.

The Municipal Research Service Center has indicated that is not uncommon for impact fees to be used for debt service that was once contemplated in the CFP but no longer actually listed, in this case the fire station excess square footage.

Based on the connection between the collection of the impact fees and their relation to the needed excess square footage contemplated in the CFP, the most appropriate use of the impact fees in Fund 105, is for the debt service on the fire station. Staff also considered an option to transfer the balance to NCRFA in order to purchase or replace equipment, but the CFP did not identify the connection between equipment needed in relation to growth in the community.

This amendment increases 2018 fire impact fee revenue based on actual, year-to-date, and authorized expenditure of the balance to make part of the annual debt service payment for the fire station, and reduces the debt service fund accordingly.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
105	Fire Impact Fees	Revenue	\$ 4,400	\$ 10,600	\$ 15,000
105	Fire Impact Fees	Expenditure	\$ -	\$ 81,500	\$ 81,500
205	Debt Service Fund	Expenditure	\$ 198,450	\$ (116,950)	\$ 81,500

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING, SECOND READING AND FINAL ADOPTION OF ORDINANCE 1468 AMENDING THE 2017-18 BUDGET AS PRESENTED.

**CITY OF STANWOOD
Stanwood, Washington**

ORDINANCE 1468

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
AMENDING ORDINANCE 1457 RELATING TO THE 2017-2018 BIENNIAL
BUDGET**

WHEREAS, the City previously adopted the 2017 and 2018 biennial budget pursuant to Ordinance 1428; and

WHEREAS, the City Council amended the 2017-18 biennial budget pursuant to Ordinances 1447 and 1451 and 1457; and

WHEREAS, by law the City may not have expenditures in excess of budgeted appropriations for an individual fund;

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

Section 1. The 2017-18 biennial budget, as adopted by Ordinance 1428, and as amended by Ordinance 1447, Ordinance 1451 and Ordinance 1457, is hereby further amended to reflect the totals of 2018 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in attached Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinances 1428, 1447, 1451 and 1457 shall remain in full force and effect.

ADOPTED by the City Council and APPROVED by the Mayor this 13TH day of December, 2018.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

2018 Amended Budgeted Revenues and Expenditures in Summary Form

<u>Fund Title</u>	<u>Fund No.</u>	<u>Description</u>	2018	2018	<u>Increase (Decrease)</u>
			<u>Current Budget Amd. 3 (May 2018)</u>	<u>Proposed Amd. No. 4</u>	
General Fund	001	Beginning Fund Balance	\$ 3,169,377	\$ 3,169,377	\$ -
General Fund	001	Revenue	\$ 6,297,125	\$ 6,297,125	\$ -
General Fund	001	Expenditures	\$ 6,654,553	\$ 6,654,553	\$ -
General Fund	001	Ending Fund Balance	\$ 2,811,949	\$ 2,811,949	\$ -
Street Fund	101	Beginning Fund Balance	\$ 143,818	\$ 143,818	\$ -
Street Fund	101	Revenue	\$ 392,249	\$ 392,249	\$ -
Street Fund	101	Expenditures	\$ 527,576	\$ 527,576	\$ -
Street Fund	101	Ending Fund Balance	\$ 8,491	\$ 8,491	\$ -
Street Impact Fee Fund	102	Beginning Fund Balance	\$ 385,911	\$ 385,911	\$ -
Street Impact Fee Fund	102	Revenue	\$ 78,006	\$ 78,006	\$ -
Street Impact Fee Fund	102	Expenditures	\$ 125,000	\$ 125,000	\$ -
Street Impact Fee Fund	102	Ending Fund Balance	\$ 338,917	\$ 338,917	\$ -
Street Construction	103	Beginning Fund Balance	\$ 492,222	\$ 492,222	\$ -
Street Construction	103	Revenue	\$ 3,040,100	\$ 3,040,100	\$ -
Street Construction	103	Expenditures	\$ 2,415,085	\$ 2,415,085	\$ -
Street Construction	103	Ending Fund Balance	\$ 1,117,237	\$ 1,117,237	\$ -
Park Improvement	104	Beginning Fund Balance	\$ 153,708	\$ 153,708	\$ -
Park Improvement	104	Revenue	\$ 1,123,833	\$ 1,123,833	\$ -
Park Improvement	104	Expenditures	\$ 1,080,000	\$ 1,080,000	\$ -
Park Improvement	104	Ending Fund Balance	\$ 197,541	\$ 197,541	\$ -
Fire Impact Fees Fund	105	Beginning Fund Balance	\$ 66,860	\$ 66,860	\$ -
Fire Impact Fees Fund	105	Revenue	\$ 4,400	\$ 15,000	\$ 10,600
Fire Impact Fees Fund	105	Expenditures	\$ -	\$ 81,500	\$ 81,500
Fire Impact Fees Fund	105	Ending Fund Balance	\$ 71,260	\$ 360	\$ (70,900)
Park Impact Fees Fund	106	Beginning Fund Balance	\$ 115,523	\$ 115,523	\$ -
Park Impact Fees Fund	106	Revenue	\$ 14,248	\$ 14,248	\$ -
Park Impact Fees Fund	106	Expenditures	\$ -	\$ -	\$ -
Park Impact Fees Fund	106	Ending Fund Balance	\$ 129,771	\$ 129,771	\$ -
Equipment Reserve Fund	107	Beginning Fund Balance	\$ 141,407	\$ 141,407	\$ -
Equipment Reserve Fund	107	Revenue	\$ 521,188	\$ 521,188	\$ -
Equipment Reserve Fund	107	Expenditures	\$ 241,000	\$ 241,000	\$ -
Equipment Reserve Fund	107	Ending Fund Balance	\$ 421,595	\$ 421,595	\$ -
Transportation Sales Tax	108	Beginning Fund Balance	\$ 417,637	\$ 417,637	\$ -
Transportation Sales Tax	108	Revenue	\$ 293,900	\$ 293,900	\$ -
Transportation Sales Tax	108	Expenditures	\$ 239,215	\$ 239,215	\$ -
Transportation Sales Tax	108	Ending Fund Balance	\$ 472,322	\$ 472,322	\$ -
Contingency Fund	109	Beginning Fund Balance	\$ 283,782	\$ 283,782	\$ -
Contingency Fund	109	Revenue	\$ 36,738	\$ 36,738	\$ -
Contingency Fund	109	Expenditures	\$ -	\$ -	\$ -
Contingency Fund	109	Ending Fund Balance	\$ 320,520	\$ 320,520	\$ -

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 3 (May 2018)	Proposed Amd. No. 4	
Building Improvement	110	Beginning Fund Balance	\$ 916,006	\$ 916,006	\$ -
Building Improvement	110	Revenue	\$ 302,000	\$ 302,000	\$ -
Building Improvement	110	Expenditures	\$ 670,000	\$ 670,000	\$ -
Building Improvement	110	Ending Fund Balance	\$ 548,006	\$ 548,006	\$ -
REET 1 - Capital Improvements	120	Beginning Fund Balance	\$ 572,933	\$ 572,933	\$ -
REET 1 - Capital Improvements	120	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 1 - Capital Improvements	120	Expenditures	\$ 425,000	\$ 425,000	\$ -
REET 1 - Capital Improvements	120	Ending Fund Balance	\$ 308,433	\$ 308,433	\$ -
REET 2 - Growth Management	121	Beginning Fund Balance	\$ 853,364	\$ 853,364	\$ -
REET 2 - Growth Management	121	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 2 - Growth Management	121	Expenditures	\$ 430,000	\$ 430,000	\$ -
REET 2 - Growth Management	121	Ending Fund Balance	\$ 583,864	\$ 583,864	\$ -
Debt Service Fund	205	Beginning Fund Balance	\$ 69,172	\$ 69,172	\$ -
Debt Service Fund	205	Revenue	\$ 195,700	\$ 195,700	\$ -
Debt Service Fund	205	Expenditures	\$ 198,450	\$ 116,950	\$ (81,500)
Debt Service Fund	205	Ending Fund Balance	\$ 66,422	\$ 147,922	\$ 81,500
Capital Construction Fund	305	Beginning Fund Balance	\$ 0	\$ 0	\$ -
Capital Construction Fund	305	Revenue	\$ -	\$ -	\$ -
Capital Construction Fund	305	Expenditures	\$ -	\$ -	\$ -
Capital Construction Fund	305	Ending Fund Balance	\$ 0	\$ 0	\$ -
Sewer Fund	401	Beginning Fund Balance	\$ 1,603,873	\$ 1,603,873	\$ -
Sewer Fund	401	Revenue	\$ 1,794,411	\$ 1,794,411	\$ -
Sewer Fund	401	Expenditures	\$ 2,195,657	\$ 2,195,657	\$ -
Sewer Fund	401	Ending Fund Balance	\$ 1,202,627	\$ 1,202,627	\$ -
Sewer Construction Fund	403	Beginning Fund Balance	\$ 1,442,266	\$ 1,442,266	\$ -
Sewer Construction Fund	403	Revenue	\$ 393,472	\$ 393,472	\$ -
Sewer Construction Fund	403	Expenditures	\$ 1,152,000	\$ 1,152,000	\$ -
Sewer Construction Fund	403	Ending Fund Balance	\$ 683,738	\$ 683,738	\$ -
Sewer Plant Investment Fund	405	Beginning Fund Balance	\$ 825,957	\$ 825,957	\$ -
Sewer Plant Investment Fund	405	Revenue	\$ 188,054	\$ 188,054	\$ -
Sewer Plant Investment Fund	405	Expenditures	\$ 142,472	\$ 142,472	\$ -
Sewer Plant Investment Fund	405	Ending Fund Balance	\$ 871,539	\$ 871,539	\$ -
Drainage Fund	410	Beginning Fund Balance	\$ 298,228	\$ 298,228	\$ -
Drainage Fund	410	Revenue	\$ 450,700	\$ 450,700	\$ -
Drainage Fund	410	Expenditures	\$ 662,098	\$ 662,098	\$ -
Drainage Fund	410	Ending Fund Balance	\$ 86,830	\$ 86,830	\$ -
					\$ -
Drainage Construction Fund	411	Beginning Fund Balance	\$ 141,304	\$ 141,304	\$ -
Drainage Construction Fund	411	Revenue	\$ 665,414	\$ 665,414	\$ -
Drainage Construction Fund	411	Expenditures	\$ 698,500	\$ 698,500	\$ -
Drainage Construction Fund	411	Ending Fund Balance	\$ 108,218	\$ 108,218	\$ -
					\$ -
Drainage Plant Invest Fund	412	Beginning Fund Balance	\$ 15,142	\$ 15,142	\$ -
Drainage Plant Invest Fund	412	Revenue	\$ 19,285	\$ 19,285	\$ -
Drainage Plant Invest Fund	412	Expenditures	\$ 20,000	\$ 20,000	\$ -
Drainage Plant Invest Fund	412	Ending Fund Balance	\$ 14,427	\$ 14,427	\$ -

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 3 (May 2018)	Proposed Amd. No. 4	
Water Fund	421	Beginning Fund Balance	\$ 752,860	\$ 752,860	\$ -
Water Fund	421	Revenue	\$ 1,850,230	\$ 1,850,230	\$ -
Water Fund	421	Expenditures	\$ 1,925,487	\$ 1,925,487	\$ -
Water Fund	421	Ending Fund Balance	\$ 677,603	\$ 677,603	\$ -
Water Construction Fund	422	Beginning Fund Balance	\$ 498,229	\$ 498,229	\$ -
Water Construction Fund	422	Revenue	\$ 129,610	\$ 129,610	\$ -
Water Construction Fund	422	Expenditures	\$ 182,000	\$ 182,000	\$ -
Water Construction Fund	422	Ending Fund Balance	\$ 445,839	\$ 445,839	\$ -
Cedarhome Plant Investment	423	Beginning Fund Balance	\$ 56,452	\$ 56,452	\$ -
Cedarhome Plant Investment	423	Revenue	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Expenditures	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Ending Fund Balance	\$ 56,452	\$ 56,452	\$ -
Water Plant Investment Fund	424	Beginning Fund Balance	\$ 121,718	\$ 121,718	\$ -
Water Plant Investment Fund	424	Revenue	\$ 143,340	\$ 143,340	\$ -
Water Plant Investment Fund	424	Expenditures	\$ 116,160	\$ 116,160	\$ -
Water Plant Investment Fund	424	Ending Fund Balance	\$ 148,898	\$ 148,898	\$ -
Water Bond Reserve Fund	451	Beginning Fund Balance	\$ 224,038	\$ 224,038	\$ -
Water Bond Reserve Fund	451	Revenue	\$ 211,200	\$ 211,200	\$ -
Water Bond Reserve Fund	451	Expenditures	\$ 212,200	\$ 212,200	\$ -
Water Bond Reserve Fund	451	Ending Fund Balance	\$ 223,038	\$ 223,038	\$ -
Sewer Bond Reserve Fund	452	Beginning Fund Balance	\$ 476,990	\$ 476,990	\$ -
Sewer Bond Reserve Fund	452	Revenue	\$ 1,000	\$ 1,000	\$ -
Sewer Bond Reserve Fund	452	Expenditures	\$ -	\$ -	\$ -
Sewer Bond Reserve Fund	452	Ending Fund Balance	\$ 477,990	\$ 477,990	\$ -
Sewer Equipment Reserve	457	Beginning Fund Balance	\$ 261,746	\$ 261,746	\$ -
Sewer Equipment Reserve	457	Revenue	\$ 373,745	\$ 373,745	\$ -
Sewer Equipment Reserve	457	Expenditures	\$ 40,000	\$ 40,000	\$ -
Sewer Equipment Reserve	457	Ending Fund Balance	\$ 595,491	\$ 595,491	\$ -
Drainage Equipment Reserve	458	Beginning Fund Balance	\$ 106,519	\$ 106,519	\$ -
Drainage Equipment Reserve	458	Revenue	\$ 222,336	\$ 222,336	\$ -
Drainage Equipment Reserve	458	Expenditures	\$ 81,200	\$ 81,200	\$ -
Drainage Equipment Reserve	458	Ending Fund Balance	\$ 247,655	\$ 247,655	\$ -
Water Equipment Reserve	459	Beginning Fund Balance	\$ 71,417	\$ 71,417	\$ -
Water Equipment Reserve	459	Revenue	\$ 175,823	\$ 175,823	\$ -
Water Equipment Reserve	459	Expenditures	\$ 107,000	\$ 107,000	\$ -
Water Equipment Reserve	459	Ending Fund Balance	\$ 140,240	\$ 140,240	\$ -
Suspense Fund	630	Beginning Fund Balance	\$ 46,581	\$ 46,581	\$ -
Suspense Fund	630	Revenue	\$ -	\$ -	\$ -
Suspense Fund	630	Expenditures	\$ -	\$ -	\$ -
Suspense Fund	630	Ending Fund Balance	\$ 46,581	\$ 46,581	\$ -
Cash Accounts Fund	660	Beginning Fund Balance	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Revenue	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Expenditures	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Ending Fund Balance	\$ -	\$ -	\$ -
All Funds		Beginning Fund Balance	\$ 14,725,040	\$ 14,725,040	\$ -
All Funds		Revenue	\$ 19,249,687	\$ 19,260,287	\$ 10,600
All Funds		Expenditures	\$ 20,551,233	\$ 20,554,283	\$ 3,050
All Funds		Ending Fund Balance	\$ 13,423,494	\$ 13,431,044	\$ 7,550



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 8d
DATE: December 13, 2018
SUBJECT: Waste Management Rate Change
CONTACT PERSON: David Hammond, Finance Director
ATTACHMENTS: A) Contract language
B) WM Extraordinary Increase Request: China Sword Impact
C) WM Letter of Understanding
D) Stanwood Recycling Guide

ISSUE

The issue in front of the City Council is to authorize the Mayor to sign a Letter of Understanding authorizing a Waste Management (WM) rate change and a recycling non-compliance fee.

RECOMMENDATION

Authorize the Mayor to sign a Letter of Understanding authorizing a Waste Management (WM) rate change and a recycling non-compliance fee.

SUMMARY STATEMENT

The current agreement between the City and WM includes language that allows WM to impose a rate increase for extraordinary circumstances, in this case to pass on extraordinary cost increases (Section 9.1.3 Attachment A). WM notified the city of a proposed rate increase effective January 1, 2019 based on the contract terms (see calculation at Attachment B). WM is also proposing to add a contamination protocol on the recycling stream that would allow for a monetary penalty to repeat offenders who recycle contaminated items. Furthermore, WM is proposing to add the collection of recyclables at the library on to the list of City facilities at which they currently offer service without a charge.

DISCUSSION

This is a global issue. China has discontinued their acceptance of recycled materials, which has dramatically changed the market for these items. In order for firms such as Waste Management to market the recycled materials they have had to increase labor costs to separate and clean these materials and plan to make capital investments that will remove more of the garbage that is often put in recycling containers.

In addition to passing on these increased costs, Waste Management is trying to change customer behavior regarding what they place in their recycle bins. They have prepared materials to educate customers, but also believe the imposition of a monetary, non-compliance penalty will affect certain customers' behavior.

The \$25.00 fee will be imposed if a customer has three violations within a six month window. The customer will be notified of non-compliance by the placement of a tag on their recycle bin, which will indicate the general category of non-compliance.

FISCAL IMPACT

There is no financial impact to the city.

COMMITTEE RECOMMENDATION

The terms of this Letter of Understanding were discussed by the Public Works Committee at their regular November and December meetings; the committee recommends authorization of the Letter of Understanding, but strongly emphasized the need for communication by Waste Management to educate citizens regarding changes to the recycling policy.

COUNCIL OPTIONS

1. Authorize the Mayor to sign the Letter of Understanding authorizing a Waste Management (WM) rate change and a recycling non-compliance fee.
2. Do not authorize the Mayor to sign Letter of Understanding authorizing a Waste Management (WM) rate change and a recycling non-compliance fee. This option indicates the city council has questions or concerns regarding the proposed agreement. The city council may want to direct staff to bring the agreement to the public works subcommittee for further discussion and a recommendation before taking final action.
3. Do not authorize the Mayor to sign the Letter of Understanding authorizing a Waste Management (WM) rate change and a recycling non-compliance fee. This option implies the city council has serious concerns regarding the proposed letter of understanding. The city council should indicate whether the proposed LOU should be reconsidered at a later date or dropped indefinitely.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LETTER OF UNDERSTANDING TO AMEND THE CITY'S WASTE MANAGEMENT CONTRACT.

Attachment A – Contract Language

9.1.3 Periodic Adjustment Due to Extraordinary Circumstances:

The Contractor's rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the adjustments set forth in Section 9.1.1 and 9.1.2, the Contractor's rates under this Contract shall, upon written

request of Contractor or City, be further adjusted for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Contractor's costs resulting from a Force Majeure event;
- (b) changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) any increase in fees for the processing of Recyclables or Compostables, if such Recyclables or Compostables are being processed at a third party facility not owned or operated by Contractor;
- (e) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste;
- (f) a material increase in the volume of City Solid Waste collected by Contractor hereunder, whether caused by customer growth and/or annexation;
- (g) a material fluctuation in the markets or market price for Recyclables, unforeseen increases in the cost of collection, handling, storing, transporting, marketing, or sale or other disposition of Recyclables, the need for increased promotional or educational activities pertaining to recycling or any changes to the definition of "Recyclables" set forth herein;
- (h) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increase costs and accompanying rate adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall act within ninety (90) days of receipt of the request from Contractor, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

Attachment B – Rate Increase Calculation

China Sword Impact - Residential

Municipality: **Stanwood**

WM MRF Used: **Cascade Recycling Center (CRC)**

1. Increased MRF Processing Costs

Explanatory Notes

a	Previous WUTC Processing Cost per Ton	\$	71.19	Based on previous WUTC tariff for CRC
b	Current WUTC Processing Cost per Ton	\$	92.86	Per May 2018 WUTC tariff for CRC
c	Increased Cost per Ton	\$	21.67	[b - a]
d	Annual Residential Recycling Tons		430	2017 actual resi recycling tons
e	Total Increased Processing Cost - Residential	\$	9,318	[c x d]
f	Total Residential Accounts		1,727	Total accounts as of 4/30/2018
g	Monthly Rate Increase per Residential Account	\$	0.45	[e / f / 12]

2. Change in Commodity Values

h	Q4-2017 Average Commodity Value per Ton	\$	66.91	Per Q4-2017 reported CRC commodity values
i	Q1-2018 Average Commodity Value per Ton	\$	51.88	Per Q1-2018 reported CRC commodity values
j	Revenue Loss per Ton	\$	15.03	[h - i]
k	Annual Residential Recycling Tons		430	2017 actual resi recycling tons
l	Total Commodity Value Decrease	\$	6,463	[j x k]
m	Total Residential Accounts		1,727	Total accounts as of 4/30/2018
n	Monthly Rate Increase per Residential Account	\$	0.31	[l / m / 12]

3. Total Monthly Adjustment Requested*	\$ 0.76	[g + n]
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*Excludes any other adjustments that may be necessary due to contract requirements.



WASTE MANAGEMENT

720 4th Ave, Suite 400
Kirkland WA 98033

October 23, 2018

Mr. David Hammond
Finance Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

RE: Amendment to Agreement - Recycling Rate Relief, Contamination Service Charge and Protocol, and Updated City Facilities List

Dear Mr. Hammond:

The purpose of this Letter of Understanding ("LOU") is to amend the Contract for Solid Waste Services between the City of Stanwood, Washington and Waste Management of Washington Inc. Agreement between the City of Stanwood ("City") and Waste Management of Washington, Inc. ("WM").

Pursuant to Section 9.1.3 of the Agreement, City and WM agree to modify rates in Attachment B effective January 1, 2019 to (1) compensate WM for increased costs of recycling as a result of uncontrollable global recycling market changes, and (2) add a contamination service charge. In the event net costs have decreased (processing costs less the value of commodities), WM will work with the City to adjust the rates in Exhibit A as appropriate. Nothing hereunder precludes WM from requesting additional rate relief pursuant to Section 9.1.3.

Additionally, the Parties agree to add a new contamination protocol for residential customers, intended to change customer behavior and reduce and/or eliminate contamination in the recycling stream. The contamination protocol shall include three observations of contamination as noted by WM staff, before a contamination service charge per cart and/or steel container, per instance may be charged to the customer. The contamination service charged shall be subject to the annual CPI.

Commencing November 1, 2018, Waste Management will provide recycling collection at no additional charge for the following facility location: Sno-Isle Library, 9701 271st St NW, Stanwood, WA 98292-8097. This location is hereby added to Attachment A with limited no charge service of recycling hauling services only.

By signing below, each of the City and Waste Management acknowledges its approval and acceptance of the terms of this LOU and acknowledges that this LOU: (a) creates a legally binding obligation upon the parties, (b) shall be governed and constructed in accordance with the laws of the State of Washington regardless of any conflict of law provisions, (c) sets forth the entire agreement between the City and WM with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements with respect to the subject matter hereof, and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Sincerely,

Mindy Rostami
Senior Manager, Strategic Contracting and Municipal Legal Affairs
Waste Management of Washington, Inc.

Acknowledged and agreed upon by:

CITY OF STANWOOD

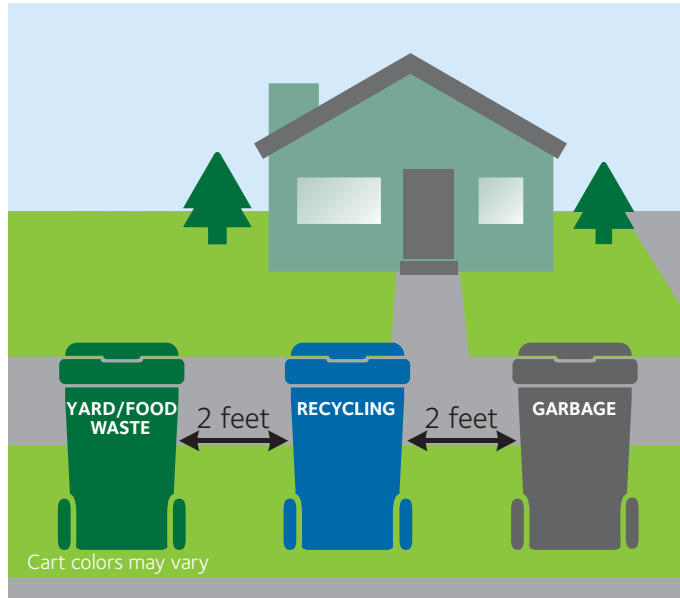
WASTE MANAGEMENT OF
WASHINGTON, INC.

By:_____

By:_____

Its:_____

Its:_____



Visit www.wmnorthwest.com/stanwood or call **1-800-592-9995** for:

- **Collection rates or service subscription**
- **Bulky item collection** *mattresses, appliances, etc.*
- **Construction/demolition containers** *remodeling, etc.*
- **Disabled service**
- **Vacation service hold** *advance notice only*
- **Missed collection**
- **Missing/damaged carts**

WHY recycle?

- Plastic bottles**
can turn into clothing
- Aluminum cans**
can turn into new ones
in 60 days
- Today's news**
can become a new
cereal box

How to recycle:

- Recycle bottles, cans
and paper products
only
- Keep items clean and
dry
- No plastic bags

What do I do with?

Some items such as medical wastes, fluorescent bulbs and tubes, needles, fuel tanks, electronics and chemicals are hazardous and are not allowed in garbage or recycling. These items require special handling as indicated below.



1-800-RECYCLE

1800recycle.wa.gov • **1-800-RECYCLE** (732-9253)
Online information to help you dispose of materials properly.

Household Hazardous Waste

www.snohomishcountywa.gov/477/Hazardous-Waste
Drop Off Station: 3434 McDougall Ave., Everett, WA 98201
425-388-6050

Hours: Wednesdays, Thursdays, Fridays, and Saturdays, 7:30am-4pm
Please call ahead to confirm hours and what's accepted.

E-cycle Washington

www.ecyclewashington.org • **1-800-RECYCLE** (732-9253)
Free recycling locations for computers, monitors and TVs.

Sharps Mail Back Program www.thinkgreenfromhome.com

Safe Medicine Disposal www.takebackyourmeds.org



There are many alternatives to putting
unwanted items in the garbage. If an item is in good
condition, donate it or give it away.

Plastic Bags

Plastic bags are not accepted
in curbside recycling.

- Use durable bags
- Reuse plastic bags
- Recycle at grocery store

Clothing & Shoes

- Donate to second hand stores
such as Goodwill or your local
consignment shop.

Foam Block and Foam Packing Peanuts, Toilets, Tires, Cooking Oil...and more!

- 1800recycle.wa.gov
1-800-RECYCLE (732-9253)

Online Materials Exchange

- Craigslist:
www.craigslist.org
- Buy Nothing Project
www.buynothingproject.org



Waste Management
720 4th Avenue, Suite 400
Kirkland, WA 98033
www.wmnorthwest.com
Información en Español
1-800-592-9995 (M - F, 7AM - 7PM, Sat 9AM - 1PM)
Online Billing: wm.com/myaccount

THINK GREEN.®

New Collection
Calendar Enclosed

Everything has its place.
Recycle right!
Read & use these guidelines.

#970_Stan_2018_RO 100% post consumer recycled content

ATTACHMENT D

STANWOOD Recycling Guide



RECYCLE OFTEN.
RECYCLE RIGHT.™



Waste Management is pleased to provide
these guidelines to help make it easier
to use our services. Visit our website
for more tips on how to **Think Green**,
www.wmnorthwest.com/stanwood.



THINK GREEN.®



THINK GREEN.®

RECYCLING

Empty your clean recyclables out of bags and boxes into your recycling cart for easy sorting.



Clean paper and cardboard

Cardboard (limit 2x3 ft), newspapers, inserts, magazines, catalogs, phonebooks, paperback books, mail (window envelopes ok), paper bags, and food boxes.



Clean paper food containers

Clean paper cups, milk and juice cartons, juice boxes, and frozen food boxes. (rinse clean, no caps)



Clean glass bottles and jars

All colors and sizes. (no caps or lids; labels ok)



Clean metal

Aluminum and tin cans, empty aerosol cans, scrap metal and small metal appliances (limit 2x2x2 ft, 35 lbs). Please rinse and empty cans.



Clean plastic containers

Plastic bottles, cups, jars, jugs, and tubs.



RECYCLING TIPS

- Empty clean recyclables out of bags and boxes into the cart so that they can be easily sorted.
- Put extra recycling in 32-gallon containers with handles and lids. Label "Recycle".
- Do not put hazardous or medical wastes, foam peanuts or blocks, fluorescent bulbs or tubes, needles, liquids, fuel tanks, computers or TVs in garbage or recycling.
- There is no charge for extra recycling.

DO NOT use plastic bags for recycling.



YARD AND FOOD WASTE

Yard and food waste service is available by subscription. All of these materials can go in your yard and food waste cart.

Plants, flowers and yard trimmings

Leaves, grass, plant trimmings, branches under 4 in. thick x 4 ft. long, undecorated holiday trees (4 ft. lengths).



Food scraps and leftovers

Fruit, vegetables, bread, pasta, grains, meat, dairy, eggshells, nutshells, bones, rice, leftovers.



Food-soiled Paper

Coffee grounds and filters, tea bags, waxed cardboard, soiled paper bags, kitchen paper towels, paper napkins, non-coated paper plates, and loose shredded paper.



The following items are NOT accepted:

- | | |
|----------------------------|-------------------|
| No diapers | No hoses |
| No pet waste/litter | No tarps |
| No plastic bags | No liquids |
| No concrete | No lumber |
| No glass | |



YARD AND FOOD WASTE TIPS

There is a charge for extra yard trimmings. Put extra yard trimmings (no food waste) in:

- Cans with handles (32-gal., 50 lb. limit)
 - Label cans "Yard Waste"
 - Put next to yard cart at least 3 ft. from garbage.
- Reusable polywoven or paper yard bags
- Bundles (4x2x2 ft. limit)

DO NOT use plastic bags for yard waste.



GARBAGE

These items are neither recyclable or compostable. Please put them in your garbage cart.

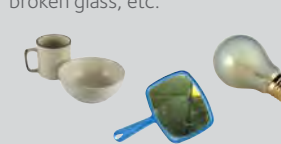
Non-recyclable plastic

Foam take-out containers, foam cups, foam packing peanuts, plastic lids, plastic utensils, prescription vials, diapers, motor oil containers, garden hoses, snack bag wrappers bows, ribbons, etc.



Non-recyclable glass

Window panes, mirrors, ceramics, dishware, light bulbs, broken glass, etc.



Non-recyclable paper

Paper towels, napkins, foil wrapping paper, etc.



Non-recyclable metal

Paint cans, lids, caps, sharp metal objects, plastic appliances, etc.



GARBAGE TIPS

- Please bag all garbage.
- Double bag pet waste, pet litter, packing pellets, vacuum dust, sawdust, and cold ashes.
- **Weight limit: 32-gal/65 lbs** for your collector's safety.

Garbage charges are based on container size. There is a charge for extra garbage that doesn't fit in your container with the lid closed. Bulky items like mattresses, appliances, and building materials can be picked up by special arrangement for a charge.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e

DATE: December 13, 2018

SUBJECT: 2018/2019 Docket

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Resolution 2018 – 23, Final Docket
B – Shepro Docket Application with Clarifying Emails

ISSUE

The issue before Council is the approval of the 2018 / 2019 Docket application.

SUMMARY

The Growth Management Act of the State of Washington requires “early and continuous” public participation in the city’s review and adoption of comprehensive plans and development regulations. One option to meet the “early and continuous” standard is the Docket process. The “Docket” is a public participation procedure required by the state law (GMA) that allows residents the opportunity to request amendments to the City’s comprehensive plan and development regulations on an annual basis.

The City received one docket application this year from Steve Shepro requesting that the Traditional Neighborhood (TN) zones be re-evaluated to determine the best mix of land uses for compatibility with adjacent properties.

RECOMMENDATION

Attached for your review and consideration is the Shepro Docket application. Staff recommends:

1. Open the public hearing and take public comment on the proposed 2018 / 2019 Docket List.
2. Review and discuss the Shepro Docket request.
3. Approved Resolution 2018-23 placing the Shepro Docket request on the 2018 / 2019 Final Docket list.

DISCUSSION

Summary of Docket Process:

The City conducts an annual call for docket applications to propose amendments to the Comprehensive Plan or development regulations. This year the docket application period was from August 1 through August 31, 2018. The docket application period was noticed in the Stanwood Camano News on July 31, 2018 and posted at City Hall, Stanwood Post Office and Stanwood Library. In addition the Stanwood Camano News also ran a newspaper article on August 14 titled: *Stanwood asks for public's help planning for future*.

All requests must be presented to the City Council at a public hearing for consideration to be placed on the Final Docket. The docket process allows residents to bring proposals to amend the Comprehensive Plan or Development Regulations directly to the City Council for an initial high level review. If the Council deems the application warrants additional review, the item is placed on the Final Docket list.

Placement of an item on the final docket list by the Council means the application warrants in-depth consideration of the request, but in no way implies eventual adoption or approval of the proposal. Once placed on the Final Docket list the requests will be placed on the Planning Commission's work plan for the following year.

Shepro Docket Application:

The City received one docket application this year from Steve Shepro requesting that the Traditional Neighborhood (TN) zones be rezoned to single family residential (SR 12.4, SR 9.6 or SR 7.0). Mr. Shepro's application notes that the TN zoning creates an urban level of development that is incompatible with adjacent suburban residential neighborhoods and that the density proposed in the TN zone should be considered in other locations closer to SR 532 and bus lines.

While a non-property owner cannot request a rezone of other people's property without their written consent, staff is recommending that the Docket application be moved forward with the option to review the TN development standards and analyze if the City is getting the type of development envisioned by the TN zone or if changes to the development standards are warranted.

The intent of the TN (Traditional Neighborhood) Zoning District is to encourage development that includes a range of housing types and uses that harkening back to the early 20th century before cars became the dominate mode of travel. The intent of the code was to create neighborhoods with a mix of commercial and residential uses.

Stanwood Municipal Code states:

- TN development shall provide a mix of residential uses: single family, cottage, duplexes, townhouses, mixed use or multifamily
- TN development may include a mix of commercial and public uses

As a result of the difference in the “shall” and “may” requirements, developments typically are not including a commercial component; which is starting to neutralize the intent of the TN zoning district. In addition, residents located around the TN zone have noted their displeasure with the potential of having commercial development and / or large multifamily developments next to their residential subdivision. Based on the last two TN development application we are also noting that developments cannot physically meet the density projections originally planned for the TN zone.

FISCAL IMPACT

There are no direct financial impacts to the City except the staff time to review and analyze the Final Docket list. The Planning Commission will review the staff analysis, hold a public hearing and make a final recommendation to the City Council.

COMMITTEE RECOMMENDATION

Planning Commission:

The Planning Commission reviewed the application on September 24 and after a robust debate of over an hour recommended 3 – 1 not place the item on the final docket. Their concerns were that the market should control the types of development in the TN zones, that we have plenty of vacant commercial property in our commercial zones, and that the code provides flexibility to future development.

Council Community Development Committee:

The Community Development Committee reviewed the docket request twice: September 27, 2018 and October 11, 2018. Mr. Shepro provided two clarifying letters noting his concerns:

- Three of the five TN parcels are inappropriately zoned
- TN zones are being developed with “urban village” type housing in a semi-rural setting
- Existing streets are narrow with minimal pedestrian facilities
- Increased traffic flows in residential neighborhoods
- Multifamily developments being built in semi-rural areas

Councilmembers Callaghan and McGill supported putting the item on the Final Docket list for further consideration. Mr. McGill felt that the TN zone did not need to be repealed, but that it would be appropriate to evaluate the types of uses and standards provided for in the zone. Councilmember Callaghan liked the original code, but is open to talking about the issue. The original TN zoning was put in place to accommodate the City’s population allocation numbers and help break up the monotony of row upon row of similar housing types.

Both the Planning Commission and the Community Development Committee spent a significant amount of time discussing this docket item and not everyone agreed on how to proceed. Due to the sheer amount of time spent discussing this issue it appears that additional review of the TN standards and uses is warranted.

CITY COUNCIL OPTIONS

City Council options include:

1. Approve the Shepro Docket request, place it on the 2018/2019 Final Docket list and add it to the Planning Commission's 2019 work plan.
2. Deny the Shepro Docket request at this time.

RECOMMENDED MOTION

I MOVE TO APPROVE RESOLUTION 2018-23 PLACING THE SHEPRO DOCKET REQUEST ON THE 2018 / 2019 FINAL DOCKET LIST AND DIRECT STAFF TO ADD THE SHEPRO DOCKET ITEM TO THE 2019 PLANNING COMMISSION WORK PLAN.

CITY OF STANWOOD
Stanwood Washington

RESOLUTION 2018-23

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,
ESTABLISHING THE CITY'S 2018/2019 COMPREHENSIVE PLAN
AMENDMENT DOCKET AS REQUIRED BY THE GROWTH
MANAGEMENT ACT OF 1990, AS AMENDED, AND AS ADOPTED
PURSUANT TO RCW 35A.63.**

WHEREAS, the City of Stanwood City Council adopted the 2015-2035 Comprehensive Plan of the City of Stanwood as required by the Growth Management Act ("GMA") of 1990, and Chapter 35A.63 RCW; and

WHEREAS, the Growth Management Act also requires "early and continuous" public participation in the city's review and adoption of comprehensive plans and development regulations; and

WHEREAS, one option to meet the "early and continuous" standard is the Docket process; The "Docket" is a public participation procedure required by the state law (GMA) that allows residents the opportunity to request amendments to the City's comprehensive plan and development regulations on an annual basis; and

WHEREAS, Stanwood's 2018 / 2019 Docket was opened from August 1 through August 31, 2018; and

WHEREAS, one Docket application was submitted during the annual call for docket applications; and

WHEREAS, on September 24, 2018, the City of Stanwood Planning Commission held a public meeting to allow interested parties to comment on the draft "Docket" and at that meeting forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on the 2018 – 2019 Docket application on December 13, 2018; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, AS FOLLOWS:

Section 1. 2018 – 2019 Comprehensive Plan Amendment Docket Adopted. The City Council adopts the 2018-2019 Final Docket List and directs staff and the Planning Commission to analyze, study, and make recommendations to City Council on the items listed on the Docket List attached hereto as Exhibit A.

ADOPTED by the City Council and **APPROVED** by the Mayor this 13thth day of December, 2018.

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

ATTEST:

By _____
, City Clerk

Approved as to form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A**City of Stanwood, Washington
2018/2019 DOCKET LIST**

2018 / 2019 Code Amendment Docket Request:

			Docket Recommendation*	
			Yes	No
Mr. Steve Shepro	Amend the Traditional Neighborhood Zoning District Standards to Be More Compatible with the Adjoining Neighborhoods.	The intent of the TN (Traditional Neighborhood) Zoning District is to encourage development that includes a range of housing types and uses that harkening back to the early 20th century before cars became the dominate mode of travel. The intent of the code was to create neighborhoods with a mix of commercial and residential uses. One application has been approved in the TN zone and another is currently pending. The way the current code is written there is no direct requirement for developments to include a commercial component in their project; which is starting to neutralize the intent of the original TN zoning district. In addition, residents located around the TN zone have noted their displeasure with the potential of having commercial development and / or large multifamily developments next to their residential subdivision. We are also noting that developments cannot physically meet the density projections originally planned for the TN zone. Based on the two projects utilizing the TN standards and with the robust debate on this docket item by both the Planning Commission and the Community Development Committee, staff recommends that additional review of the TN zoning standards is warranted.	✓	

* Planning Commission Recommended denial by a vote of 3 – 1; the Community Development Committee recommended approval. Staff recommends approval.

RECEIVED

AUG 31 2018

CITY OF STANWOOD
COMMUNITY DEVELOPMENT



City of Stanwood, Washington
ANNUAL DOCKET APPLICATION

Community Development

10220 270th Street NW | Stanwood, WA 98292

Docket request: (check all applicable)

- ☐ Comprehensive Plan Text Amendment
- ☒ Comprehensive Plan Map Amendment / Rezone
- ☒ Zoning / Municipal Code / Development Regulation Text Amendment

Applicant

Name: STEVE SHEPRO Phone: 360-510-8022
Address: 8611 280TH ST NW e-mail: SGSHEPRO@YAHOO.COM
Fax: _____ Cell: _____

Owner (If Different)

Name: _____ Phone: _____
Address: _____ e-mail: _____
Fax: _____ Cell: _____

For Comprehensive Plan Map Amendments and Rezones:

Address and general location of property (including nearest intersection): _____

ALL TN ZONES IN THE CITY

List all Assessor's Tax Account Numbers involved (all 14 digits):

Approximate acreage: 160

Present use of property: PRIMARILY PASTURE + WOODS

Proposed use of property: SR 12.4, SR 9.6, SR 7.0

Source of water supply, if any: CITY

Method of sewage disposal, if any: CITY

For All Docket Requests:

Explain your request and all proposed text or map amendments included in this proposal: _____

SEE ATTACHED

For All Docket Requests:

Attach a written description of how the proposal meets the following:

Comprehensive Plan Text Amendments - Show consistency with SMC 17.157.080:

- (1) The amendment bears a substantial relation to the public health, safety, or welfare;
- (2) The amendment is warranted because of changed circumstances or because of a need for additional property in the proposed Comprehensive Plan designation or because the proposed amendment is appropriate for reasonable development of the subject property;
- (3) The subject property is suitable for development in conformance with standards under the proposed Comprehensive Plan designation;
- (4) The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property;
- (5) The proposed Comprehensive Plan amendment has merit and value for the community as a whole; and

I hereby certify that all information is true and correct and that all owners of the property for the proposed project have signed this application.

Stephen G. Shepro 8/31/18
Applicant's Signature Date

Applicant's Signature Date

STEPHEN G. SHEPRO
Print Name

Print Name

OWNERS SIGNATURES (Signature of the Property Owner of Record is required)

1. Owner's Name (print) & Signature	
Address	Email
Phone Number	Fax Number

2. Owner's Name (print) & Signature	
Address	Email
Phone Number	Fax Number

3. Owner's Name (print) & Signature	
Address	Email
Phone Number	Fax Number

Stanwood City

Explain request:

Stanwood's current zoning designations have allowed for five large areas to be zoned "TN". High density housing, such as envisioned in the current TN zones, does not fit some of the surrounding landscape or fit the town's goals, i.e. Comprehensive Plan. I recommend that the City rezone three of these large tracts to SR 12.4, 9.6 or 7.0. The two tracts, in the southeast part of the City, should remain TN.

Given that Stanwood's overwhelming goal is to have a lively, vibrant, walk around downtown with local businesses, it makes little sense to put TN densities in the northeast parts of Stanwood, where there is nearly zero commercial zoning within walking distance. They are too far from where the shops and walking areas are; once you step out of the TN, you're on semi-rural roads with no sidewalks.

Per the Municipal Code:

((Traditional Neighborhood) Zone. This zoning district includes areas with large parcels of a minimum of 10 acres that can be developed at medium to high residential densities. The traditional neighborhood (TN) zoning district is intended to accommodate the kind of development that incorporates a range of uses including residential, mixed use, commercial, civic, public uses, a range of housing types, and transportation options that historically developed in a neighborhood before the advent of typical single-use, auto-oriented subdivisions. This zoning district provides for the development of multi-use neighborhoods, with a range and mix of residential housing types, interconnected traffic circulation, and pedestrian linkages. This zone implements the traditional neighborhood land use designation of the Comprehensive Plan.

The TN zone was envisioned as including a mix of commercial and public uses in addition to residential uses. In reality, residential developers are not interested in including commercial and public uses within their developments. Thus, we see higher density housing and automobile traffic, but with absolutely none of the "neighborhood" amenities the TN zone seeks to achieve. The Municipal Code also envisions the TN zones be placed where there is ready access to public transportation and pedestrian linkages. Public transportation does not well-serve Northeast Stanwood.

In the areas around Hawks Prairie, Kylie Park and Copper Station, there's nothing to walk TO, except for visiting neighbors. That of course is good in itself, but hardly any commerce will be built there. What's more, those neighborhoods aren't CONNECTED to anything. If one tries to walk from northeast Stanwood to downtown, you run into major segments with no sidewalks and often no shoulders.

If the overriding issue becomes how Stanwood will meet Puget Sound Regional Council housing requirements, then make changes to the current zoning map. TN zones need to be placed in the Downtown and near the Uptown shopping areas. Consider a rezone where the area around the old Thrifty Foods would become a TN zone. The area occupied by Stanwood Elementary could be rezoned from SR 7.0 to TN. The LI zone, in the far southeast corner of Stanwood, could also be rezoned as TN. This would have the added advantage of encouraging people to support local businesses that would be easy to walk to.

Even more reasons, to make these changes, appear in the Comprehensive Plan.

From the City of Stanwood Comprehensive Plan, Section III, Housing Element
Goal HG-5 - Encourage larger lots where appropriate.

Policies HP-5.1 - Allow the use of larger lots in areas where there is a demand for larger, more expensive homes and transit service is not as accessible.

HP-5.2 - Promote the use of large lot development away from the center of the business district.

This docket application was submitted by Steve Shepro in hopes of generating a review of Stanwood's TN (Traditional Neighborhood zone).

The following is from the Stanwood Municipal Code - SMC 17.10.020:

(6) TN (Traditional Neighborhood) Zone. This zoning district includes areas with large parcels of a minimum of 10 acres that can be developed at medium to high residential densities. **The traditional neighborhood (TN) zoning district is intended to accommodate the kind of development that incorporates a range of uses including residential, mixed use, commercial, civic, public uses, a range of housing types, and transportation options that historically developed in a neighborhood before the advent of typical single-use, auto-oriented subdivisions.** This zoning district provides for the development of multi-use neighborhoods, with a range and mix of residential housing types, interconnected traffic circulation, and pedestrian linkages.

Unfortunately, this is not the kind of development we are seeing. Two of the TN zones in Northeast Stanwood are in the process of being developed. What we are seeing is the development of higher density neighborhoods, with multifamily housing and vertical housing construction, but with none of the amenities the TN zone was intended to include.

My argument is that three of the current five parcels zoned "TN" are inappropriately zoned. These three parcels are located far from public transportation, business, activity centers and commercial areas. These three locations are serviced by narrow, rural roads with few sidewalks. Walking outside of these developments is difficult if not outright dangerous. In reality, a Traditional Neighborhood will exist in name only. Most neighboring communities have located their "high density" zones adjacent to transportation hubs. Stanwood has not followed this model. Stanwood is promoting "high density" development far from any public transportation and without a network of safe walking venues.

Developers are building a mix of houses and multi-family dwellings on smaller lots, but not providing any of the commercial, civic or public use development the TN zone envisioned. The TN zones are currently being developed with "urban village" type housing, but in the middle of a semi-rural setting. There are no transportation options other than the automobile. With no nearby commercial or public development, the automobile will have to be relied on for all transportation needs. Increased traffic flow in the Cedarhome area, especially near Cedarhome Elementary, has become a major concern. Street improvements are needed ASAP.

The same section of our Municipal Code, SMC 17.10.020 has this to say about Multi-family housing: (5) MR (Residential Multifamily) Zone. This zoning district includes moderately to densely developed areas that are **located primarily adjacent to business and other activity centers in the city** and are proposed to comprise higher density multifamily, townhouse and duplex development as well as supportive neighborhood facilities.

Our Code expects multifamily housing to be built adjacent to businesses, not in a semi-rural area.

Smaller lot sizes and denser development, as is currently happening in the TN zone, also equates to smaller areas for automobile parking. Smaller driveways and garages tend to promote more on-street parking. Crowded streets and visual clutter tends to follow.

It appears that the five large TN zoned areas were established as a convenient way to meet the housing requirements of the Puget Sound Regional Council. The TN zone needs to be re-worked for it to be developed in an appropriate manner for Northeast Stanwood.

From: [Steve Shepro](#)
To: [McGill, Kelly](#); kellyandstefanie@wavecable.com; [Love, Patricia](#)
Subject: Short addition to my TN zone cover letter
Date: Thursday, October 11, 2018 9:26:28 AM

Consider the following as an additional reason to re-visit the TN zone discussion:

In Addition, what can be done to meet the need for more housing units?

The Cedarhome area can be described as Stanwood's urban-rural fringe. As this area becomes more attractive to developers, it diverts private investment and public funds from the existing core of town. There are consequences to encouraging this outward movement. We are encouraging increased infrastructure costs, including utilities, schools, parks and roads. The gain in increased revenue from property taxes does not equal the expenditures needed to service this outward expansion.

While Stanwood is required by the Growth Management Act to supply an ever increasing number of housing units, the GMA does not require us to focus these units on our fringe. Multi-family development needs to be focused in the areas already well serviced by public transportation, retail and commercial zones. The Uptown area near Haggan is the logical place to concentrate our highest density housing developments.

Let's find ways to encourage higher density development near our existing retail and commercial areas. We should be doing everything possible to develop housing near these same areas, in conjunction with the City's efforts to increase economic development and build a healthier business community.

Steve Shepro



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8f

DATE: December 13, 2018

SUBJECT: Washington State Transportation Improvement Board (T.I.B.) Overlay Grants

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Agreement with the T.I.B.

ISSUE

The issue in front of the city council is whether or not to authorize the mayor to sign an agreement with the T.I.B. for grant funding of the 102nd Avenue overlay project.

RECOMMENDATION

| Authorize the mayor to sign the agreement with the T.I.B.

The Public Works Committee reviewed the T.I.B. grant at its December 3, 2018 meeting and recommended staff bring it to council for approval.

SUMMARY

The city was successful in obtaining grant funding from the T.I.B. for paving 102nd Avenue from 271st Street to city limits.

DISCUSSION

These grants are for 90% of the costs, requiring a 10% match by the city. The total grant funding is \$271,312 and the 10% match will be \$30,146. This project is in the City's 2019 budget and Capital Improvement Plan. Along with the paving, approximately 9 ADA ramps will be brought up to current standards.

City staff has spoken with the Snohomish County overlay program manager, and been told that these projects can be included in the county's overlay program in 2019.

COMMITTEE RECOMEDATION

The Public Works Committee recommends full council approval to accept grant funding from T.I.B. in the amount of \$271,312.

FISCAL IMPACT

The 10% match of \$30,146 is in the 2019 budget.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the agreement with T.I.B., to accept grant funding for the 102nd Avenue overlay project in the amount of \$271,312.
2. Do not authorize the mayor to sign the agreement with T.I.B. for grant funding for the 102nd Avenue overlay project in the amount of \$271,312.
3. Send the agreement back to committee for more discussion.

RECOMMENDED ACTION

AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD TO ACCEPT GRANT FUNDING FOR THE 102ND AVENUE OVERLAY PROJECT.



Washington State Transportation Improvement Board

TIB Members

Chair

Mayor Glenn Johnson
City of Pullman

Vice Chair

Commissioner Richard Stevens
Grant County

Amy Asher

RiverCities Transit

Alyssa Ball

Office of Financial Management

Aaron Butters, P.E.

HW Lochner Inc.

Jeff Carpenter, P.E.

WSDOT

Barbara Chamberlain

WSDOT

Elizabeth Chamberlain

City of Walla Walla

Mike Dahlem

City of Sumner

Sue Dreier

Pierce Transit

Commissioner Terri Drexler

Mason County

John Klekotka, P.E.

Port of Everett

Commissioner Robert Koch

Franklin County

John Koster

County Road Administration Board

Colleen Kuhn

Human Services Council

Mayor Ron Lucas

Town of Steilacoom

Mick Matheson, P.E.

City of Mukilteo

David Ramsay

Feet First

Councilmember Mike Todd

City of Mill Creek

November 16, 2018

Mr. Shawn Smith
City Engineer
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292-8022



Dear Mr. Smith:

Congratulations! We are pleased to announce the selection of your project, FY 2020 Overlay Project, Multiple Locations, TIB project number 3-P-823(005)-1.

Total TIB funds for this project are \$271,312.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2020 Overlay Program

STANWOOD

Street	Termini	Pavement Length	Pavement Width
102nd Street NW	271st St NW to C/L	1,700 feet	30 feet



City of Stanwood
3-P-823(005)-1
FY 2020 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2020 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$271,312 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **STANWOOD**
Project Name: **FY 2020 Overlay Project**
Multiple Locations

TIB Project Number: **3-P-823(005)-1**

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
STANWOOD	30,146	
WSDOT	0	
TOTAL LOCAL FUNDS	30,146	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8g

DATE: December 13, 2018

SUBJECT: Irvine Slough Storm Water Separation Easements

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Permanent Easement
B – Temporary Construction Easement

ISSUE

The issue in front of the City Council is whether or not to authorize the Mayor to sign a permanent and temporary construction easement for a proposed lift station for the Irvine Slough Storm Water Separation project.

RECOMMENDATION

Authorize the Mayor to sign a permanent and temporary construction easement.

SUMMARY

The city received grant funding for the 30% design of a new lift station for the Irvine Slough Storm Water Separation project in 2016. The design is at 30% and the location was chosen to be along 92nd Avenue, just north of SR 532. The property owner has signed a permanent easement and a temporary construction easement to the city for no cost.

DISCUSSION

The permanent easement will allow for the future location for the new lift station. The temporary construction easement will allow for extra room to construct the improvements.

The project is to separate Stanwood's downtown storm water runoff from Irvine Slough. Currently downtown drains under SR532 to Irvine Slough through culverts with flap gates on them. When floods occur or long periods of high water in Irvine Slough, the flap gates cannot open. This causes the runoff to back up into down town. The lift station will pump the runoff past Irvine Slough to the Old Stillaguamish River Channel.

COMMITTEE RECOMEDATION

This has not been to the Public Works Committee.

FISCAL IMPACT

There is no cost to the city.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a permanent and temporary construction easement for a future lift station.
2. Do not authorize the Mayor to sign a permanent and temporary construction easement for a future lift station.
3. Send the agreement to committee for discussion.

RECOMMENDED ACTION

**AUTHORIZE THE MAYOR TO SIGN A PERMANENT EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT FOR A FUTURE LIFT STATION.**

RETURN TO:
City of Stanwood
Public Works Department
10220 270th Street NW
Stanwood, WA 98292

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement
GRANTOR(S):	SERJ DEVELOPMENTS STANWOOD LLC
GRANTEE:	City of Stanwood, a Municipal Corporation
LEGAL DESCRIPTION:	See Exhibit A
ABBREVIATED LEGAL DESCRIPTION:	PTN PARCEL 2, STANWOOD BLA NO. LBLA15-0249, AF# 201508275005, BEING A PTN OF SW ¼, SW ¼ 19-32-4, SNOHOMISH COUNTY, WA
ASSESSOR TAXPARCEL I.D. NUMBERS:	32041900303800
NAME OF PROJECT	Irvine Slough Stormwater Separation
ADDRESS OF PROJECT	26902 92 nd Ave. NW, Stanwood WA
PROJECT NO.	CIP 1

The Grantor(s), SERJ DEVELOPMENTS STANWOOD LLC for and in consideration of the mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, convey, and warrants unto the CITY OF STANWOOD, a Washington State municipal corporation, (hereinafter "Grantee"), its successors and assigns, an easement and right-of-way over, through, across and upon the described property (easement) situated in Snohomish County, Washington, to-wit: LEGAL DESCRIPTION see Exhibit A

GRANTEE and its agents, designees, or assigns shall have the right, without prior notice to GRANTOR, at such time as GRANTEE deems necessary, to enter upon said property, by foot or vehicle, for the construction, operation, maintenance and/or repair and/or replacement of facilities, slopes, cuts, fills, access roadway and utilities, including poles, lines, guys, anchors, and appurtenances, together with the right of ingress and egress to and from said easement and right-of-way for all purposes necessary and related thereto. Grantees shall have the right to trim, cut and/or keep clear all trees, brush, and other obstructions as is necessary.

Said easement being for the purpose of constructing, reconstructing, installing, repairing, replacing, enlarging, operating and maintaining utilities, together with the right of ingress and egress thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require. This easement is granted subject to the following terms and conditions:

1. The Grantee shall, upon completion of any work within the property covered by the easement, restore the surface of the easement, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the Grantee. Grantee shall not construct, erect or maintain any building or structure that will result in a permanent loss of parking stalls within the easement area.
2. Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee.
Grantor shall not, however, have the right to:
 - a. Erect or maintain any buildings or structures within the easement; or
 - b. Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the utilities to be placed within the easement by the Grantee; or
 - c. Develop, landscape, or beautify the easement area in any way which would unreasonably increase the costs to the Grantee of restoring the easement area and any private improvements therein.
 - d. Dig, tunnel or perform other forms of construction activities on the property which would disturb the compaction or unearth Grantee's facilities on the right-of-way, or endanger the lateral support facilities.
 - e. Blast within fifteen (15) feet of the right-of-way.

This easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantors covenant that they are the lawful owners of the above properties and that they have a good and lawful right to execute this agreement.

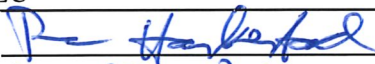
By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 14 day of NOVEMBER, 2018

GRANTOR

SERJ DEVELOPMENTS STANWOOD LLC

Its: President

Its:  AUTHORIZED REPRESENTATIVE

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this 14th day of November, 2018, before me a Notary Public in and for the State of Washington, personally appeared Rine Harkstad, to me known, President of a limited liability corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said limited liability corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.



-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed
Name: Amanda Boschert
NOTARY PUBLIC in and for the State
Washington,
residing at Belleve, WA
My Commission
Expires: November 29, 2021

CITY OF STANWOOD

By: _____ By: _____
Leonard Kelley Mayor Kevin Hushagen Public Works
Director

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this _____ day of _____, 20__ before me,
the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn,
personally appeared _____ and
_____, representing themselves as Mayor and Public Works
Director, respectively, of the City of Stanwood, the municipal corporation that executed the
foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed
of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first
above written.

Printed
Name: _____
NOTARY PUBLIC in and for the State
Washington,
residing at _____
My Commission _____
Expires: _____

Approved to Form: _____ Attest: _____
By: _____ By: _____
Brett C. David City Clerk
Vinson Hammond

TYPE OF DOCUMENT:

GRANTOR(S):

ABBREVIATED LEGAL
DESCRIPTION:

ASSESSOR TAXPARCEL I.D.
NUMBERS:

NAME OF PROJECT

ADDRESS OF PROJECT

PROJECT NO.

Easement

SERJ DEVELOPMENTS STANWOOD LLC

PTN PARCEL 2, STANWOOD BLA NO. LBLA15-0249,

AF# 201508275005, BEING A PTN OF SW ¼, SW ¼ 19-
32-4, SNOHOMISH COUNTY, WA

32041900303800

Irvine Slough Stormwater Separation

26902 92nd Ave. NW, Stanwood WA

CIP 1

RETURN TO:
City of Stanwood
Public Works Department
10220 270th Street NW
Stanwood, WA 98292

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	TEMPORARY CONSTRUCTION ACCESS EASEMENT
GRANTOR(S):	SERJ DEVELOPMENTS STANWOOD LLC
GRANTEE:	City of Stanwood, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A'
NAME OF PROJECT	Irvine Slough Stormwater Separation
PROJECT NO.	CIP 1

SERJ DEVELOPMENTS STANWOOD LLC, a Washington limited liability company ("Grantor"), for and in consideration of the mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged, conveys and quit claims to the City of Stanwood, a Washington municipal corporation ("Grantee"), a temporary right-of-way easement (i.e. access easement) to be used only during and for construction of the Irvine Slough Stormwater Separation Project, generally known as the **CIP 1**, over, through, across and upon the following described real property, situated in Snohomish County, Washington.

SEE EXHIBIT "A" ATTACHED
(hereafter, "Easement Area")

This Temporary Construction Easement shall remain in force until the City's CIP 1 construction project, including all necessary appurtenances, has been accepted for maintenance and operation by the City of Stanwood or for six (6) months from the beginning of construction, which ever shall come first. Grantee shall have the right, without prior institution of any suit or proceeding at law, at those times as may be necessary, to enter upon the above-described properties for the purpose of constructing the Irvine Slough Stormwater Separation project, including all necessary appurtenances, without incurring any legal obligation or liability; provided, however, that the Grantee shall complete this construction in such a manner that the existing improvements in the temporary right-of-way shall not be disturbed or destroyed or, in the event that they are disturbed or destroyed, Grantee will replace all improvements in as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS.

Grantee does hereby release, indemnify and promise to defend and save harmless Grantor(s) from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorneys' fees incurred by Grantor(s) in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the ingress and egress for the purposes herein defined. Grantee shall have the right, but not the obligation, to enter the Easement Area and immediate adjacent incidental areas to remove obstructions and to maintain the Easement Area for its intended use.

Grantor(s) shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the uses described in this document.

The Temporary Construction Easement shall be a covenant running with the land and shall bind Grantor'(s) successors and assigns and all future owners of the real properties affected by this easement until Grantee accepts the CIP 1 construction project as final and complete and assumes responsibility for maintenance and operation.

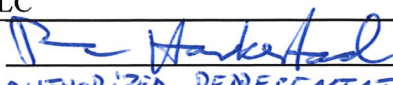
(Notary Acknowledgment Appears on Next Page)

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 14 day of NOVEMBER, 2018

GRANTOR

SERJ DEVELOPMENTS STANWOOD LLC

Its: President

Its:  AUTHORIZED REPRESENTATIVE

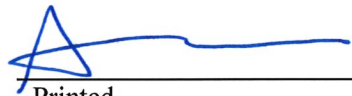
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this 14th day of November, 2018, before me a Notary Public in and for the State of Washington, personally appeared Rune Harkstad, to me known, President of a limited liability corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said limited liability corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Printed

Name:

Amanda Boschert
NOTARY PUBLIC in and for the State

Washington,

residing at

My Commission

Expires:

Bellevue, WA

November 29, 2021

CITY OF STANWOOD

By: _____ By: _____
Leonard Kelley Mayor Kevin Hushagen Public Works
Director

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this _____ day of _____, 20__ before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, representing themselves as Mayor and Public Works Director, respectively, of the City of Stanwood, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed
Name: _____
NOTARY PUBLIC in and for the State
Washington,
residing at _____
My Commission
Expires: _____

Approved to Form: _____ Attest: _____
By: _____ By: _____
Brett C. David City Clerk
Vinson Hammond



**CITY OF STANWOOD
COUNCIL AGENDA
MAYOR'S REPORT**

ITEM NUMBER: 10.a.i
DATE: December 13, 2018
SUBJECT: 2019 Special Event / Tourism Grant Awards

MAYOR'S REPORT

The Stanwood City Council has adopted and funded a Special Events / Tourism Grant program to promote community events that draw visitors from outside the area. Grants are awarded semi-annually by the Mayor. Five applications were submitted during the October 2018 call for applications totaling \$5,500.00. The City budgeted \$11,000 for 2019 tourism events leaving another \$5,500 available for the 2019 March call for events.

The Economic Development Board reviewed the applications on November 15, 2018 and unanimously forwarded a recommendation to the Mayor to fully fund all of the requests.

SUMMARY

The following five applications were submitted for the October call for grant requests:

Applicant	Type	Amount	Date
Art by the Bay	Recurring	\$1,000	August 10 & 11, 2019
Twin City Idlers Car Show	Recurring	\$1,000	June 30, 2019
Summer Arts Jam	2 nd Year	\$1,500	July 12 – 14, 2019
CAA Artist Studio Tour	Recurring	\$1,000	May 10 – 19, 2019
Stanwood Historical Society – Snow Goose Festival	Recurring	\$1,000	February 23 – 24, 2019
Total Grant Requests:		\$5,500	