

# **City of Stanwood**



## **City Council Packet**

### **Stanwood City Council Regular Meeting**

**Monday, November 20, 2023**



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**Monday, November 20, 2023 – 7:00 p.m.**

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

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

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**  
State Auditor Exit Conference Presentation **4.1**
- 5. PUBLIC COMMENTS**  
Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link:  
<https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>;  
verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
- 6. STAFF / DEPARTMENT REPORTS - NONE**
- 7. COUNCIL COMMITTEE REPORTS**
  - a. Community Development Committee Meeting Minutes – November 2, 2023 **7.1**
  - b. Planning Commission Meeting Minutes – October 9, 2023 **7.3**
  - c. Public Works Committee Meeting Minutes – November 6, 2023 **7.7**
  - d. Public Safety Committee Meeting Minutes – November 9, 2023 **7.8**
- 8. CONSENT AGENDA**
  - a. Approve Vouchers and Payroll Checks **8.1**
  - b. Approve City Council Regular Meeting Minutes – November 9, 2023 **8.7**
  - c. Appointment of Economic Development Board Member Dustin Dekle **8.13**
  - d. Approve Amendment to Alliance for Housing Affordability (AHA) ILA **8.17**
  - e. Authorize the Mayor to Sign an Amended Contract with Strategies 360 **8.23**
- 9. UNFINISHED BUSINESS - NONE**
- 10. PUBLIC HEARING**
  - a. First Reading of Ordinance 1526 - Mid-Biennial Budget Adjustment **10.1**
    - i. Open the Public Hearing
    - ii. Approve First Reading of Ordinance 1526 Mid Biennial Budget Adjustment
- 11. NEW BUSINESS**
  - a. Adopt Resolution 2023-17 Field Use Policy and Guidelines **11.1**
  - b. Authorize the Mayor to Sign a Contract with JTI Commercial Services for the Heritage Dog Park Project **11.27**
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
  - a. Mayor's Report
  - b. City Administrator's Report
  - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION - NONE**
- 15. ADJOURN**

**Upcoming Meetings:**

Thursday, December 14, 2023, Regular City Council Meeting 7:00pm  
Thursday, January 11, 2024, Regular City Council Meeting 7:00pm



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

**ITEM NUMBER:** 4

**DATE:** Monday, November 20, 2023

**SUBJECT:** State Auditor Exit Conference Presentation

**CONTACT PERSON:** Wendy Corder-Dowhower, Finance Manager

**ATTACHMENTS:** A – Financial Statements Audit Report for fiscal year 2022

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### **SUMMARY STATEMENT**

Representatives from the Washington State Auditor's office, Deena Garza, Audit Manager, Susanne Hancock, Assistant Audit Manager, and Quinlan Drathman will be providing an overview of the City of Stanwood's Financial Statements Audit Report, and Federal Alternative Compliance Engagement regarding the city's spending of American Rescue Plan Act funds.



## Office of the Washington State Auditor

### Pat McCarthy

### **Exit Conference: City of Stanwood**

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

#### **Audit Reports**

We will publish the following reports:

- Financial statement for January 1, 2022, through December 31, 2022 – see draft report, and
- Compliance with Coronavirus State and Local Fiscal Recovery Funds Program Requirements for January 1, 2022, through December 31, 2022 – see draft report

#### **Audit Highlights**

We appreciate City staff for their high level of engagement and collaboration throughout the audit process. Specifically, we would like to thank Finance Manager Wendy Dowhower and Finance Director David Hammond for their flexibility in scheduling the audit, maintaining and providing clear and complete documentation, and for being so responsive to our questions.

#### **Financial Statement Audit Communication**

We would like to bring the following to your attention:

- We did not identify any material misstatements during the audit.
- There were no uncorrected misstatements in the audited financial statements.
- The audit addressed the following risks, which required special consideration:
  - Due to the possibility that management may be able to circumvent certain controls, standards require the auditor to assess the risk of management override.
  - The City adopted new accounting guidance by implementing the provisions of GASB statement No.87 Leases, which establishes standards for the accounting of leases. The implementation of this statement changed the presentation and disclosure of leases. This change necessitated the auditor to assess the risk related to the implementation of this accounting standard.

#### **Finalizing Your Audit**

##### **Report Publication**

Audit reports are published on our website and distributed via e-mail in an electronic .pdf file. We also offer a subscription service that allows you to be notified by email when audit reports are released or posted to our

website. You can sign up for this convenient service at: <https://portal.sao.wa.gov/SAOPortal>.

## **Management Representation Letter**

We have included a copy of representations requested of management.

## **Audit Cost**

At the entrance conference, we estimated the cost of the audit to be \$22,000 and actual audit costs will approximate that amount.

## **Your Next Scheduled Audit**

Your next audit is scheduled to be conducted in 2024 and will cover the following general areas:

- Accountability for Public Resources
- Financial Statement

The estimated cost for the next audit based on current rates is \$40,000 plus travel expenses if applicable. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal single audit requirements. Federal awards can include grants, loans, and non-cash assistance such as equipment and supplies.

## **Working Together to Improve Government**

### **Audit Survey**

When your report is released you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

### **Government Support Team**

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally this team assists with the online filing of your financial statements.

### **The Center for Government Innovation**

The Center for Government Innovation of the Office of the Washington State Auditor is designed to offer services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean, peer-to-peer networking and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at

[Center@sao.wa.gov](mailto:Center@sao.wa.gov).

### **Questions?**

Please contact us with any questions about information in this document or related audit reports.

**Kelly Collins, CPA, CFE, Director of Local Audit, (564) 999-0807, [Kelly.Collins@sao.wa.gov](mailto:Kelly.Collins@sao.wa.gov)**

**Wendy Choy, Assistant Director of Local Audit, (425) 502-7067, [Wendy.Choy@sao.wa.gov](mailto:Wendy.Choy@sao.wa.gov)**

**Deena Garza, Audit Manager (360) 676-2165 or [Deena.Garza@sao.wa.gov](mailto:Deena.Garza@sao.wa.gov)**

**Susanne Hancock, CPA, Assistant Audit Manager (360) 594-0572 or [Susanne.Hancock@sao.wa.gov](mailto:Susanne.Hancock@sao.wa.gov)**

**Quinn Drathman, (360) 676-2165 or [Quinlan.Drathman@sao.wa.gov](mailto:Quinlan.Drathman@sao.wa.gov)**

**Cynthia Singleton, (360) 676-2165 or [Cynthia.Singleton@sao.wa.gov](mailto:Cynthia.Singleton@sao.wa.gov)**

**MacReady Guizzetti, (360) 676-2165 or [MacReady.Guizzetti@sao.wa.gov](mailto:MacReady.Guizzetti@sao.wa.gov)**



Office of the Washington State Auditor  
Pat McCarthy

**Preliminary Draft - Please do not duplicate, distribute, or disclose.**

# Financial Statements Audit Report

## City of Stanwood

For the period January 1, 2022 through December 31, 2022

*Published (Inserted by OS)*

Report No. 1033645



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**Office of the Washington State Auditor  
Pat McCarthy**

Issue Date – (Inserted by OS)

Mayor and City Council  
City of Stanwood  
Stanwood, Washington

**Report on Financial Statements**

Please find attached our report on the City of Stanwood's financial statements.

We are issuing this report in order to provide information on the City's financial activities and condition.

Sincerely,

Pat McCarthy, State Auditor  
Olympia, WA

***Americans with Disabilities***

*In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at [webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov).*

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## INDEPENDENT AUDITOR'S REPORT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

### City of Stanwood January 1, 2022 through December 31, 2022

Mayor and City Council  
City of Stanwood  
Stanwood, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the City of Stanwood, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's financial statements, and have issued our report thereon dated November 20, 2023.

We issued an unmodified opinion on the fair presentation of the City's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the City using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

### REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

## REPORT ON COMPLIANCE AND OTHER MATTERS

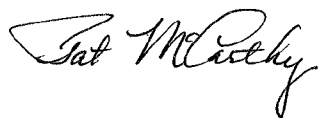
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this

report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is fluid and cursive, with the first name "Pat" and last name "McCarthy" clearly distinguishable.

Pat McCarthy, State Auditor

Olympia, WA

November 20, 2023

## INDEPENDENT AUDITOR'S REPORT

### Report on the Audit of the Financial Statements

#### City of Stanwood January 1, 2022 through December 31, 2022

Mayor and City Council  
City of Stanwood  
Stanwood, Washington

### REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

#### Unmodified and Adverse Opinions

We have audited the financial statements of the City of Stanwood, as of and for the year ended December 31, 2022, and the related notes to the financial statements, as listed in the financial section of our report.

#### Unmodified Opinion on the Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the City has prepared these financial statements to meet the financial reporting requirements of state law and accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash and investments of the City of Stanwood, and its changes in cash and investments, for the year ended December 31, 2022, on the basis of accounting described in Note 1.

#### Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion, they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the City of Stanwood, as of December 31, 2022, or the changes in financial position or cash flows thereof for the year then ended, because of the significance of the matter discussed below.

## **Basis for Unmodified and Adverse Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit unmodified and adverse opinions.

## **Matter Giving Rise to Adverse Opinion on U.S. GAAP**

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. As described in Note 1 of the financial statements, the financial statements are prepared by the City in accordance with state law using accounting practices prescribed by the BARS Manual, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

## **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the BARS Manual described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and

*Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Performing an audit in accordance with GAAS and *Government Auditing Standards* includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed;
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City's financial statements. The Schedule of Liabilities is presented for purposes of additional analysis, as required by the prescribed BARS Manual. This schedule is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United

States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2023, on our consideration of the City's internal control over financial reporting and on the tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Pat McCarthy, State Auditor

Olympia, WA

November 20, 2023

## **FINANCIAL SECTION**

### **City of Stanwood January 1, 2022 through December 31, 2022**

#### **FINANCIAL STATEMENTS**

Fund Resources and Uses Arising from Cash Transactions – 2022  
Fiduciary Fund Resources and Uses Arising from Cash Transactions – 2022  
Notes to Financial Statements – 2022

#### **SUPPLEMENTARY AND OTHER INFORMATION**

Schedule of Liabilities – 2022

## ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, [www.sao.wa.gov](http://www.sao.wa.gov). Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

### Stay connected at [sao.wa.gov](http://sao.wa.gov)

- [Find your audit team](#)
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- Search BARS Manuals ([GAAP](#) and [cash](#)), and find [reporting templates](#)
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### Other ways to stay in touch

- Main telephone:  
(564) 999-0950
- Toll-free Citizen Hotline:  
(866) 902-3900
- Email:  
[webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov)



Office of the Washington State Auditor  
Pat McCarthy

# **Report on Compliance with Coronavirus State and Local Fiscal Recovery Funds Program Requirements**

## **City of Stanwood**

**For the period January 1, 2022 through December 31, 2022**

*Published (inserted by OS)*

Report No. 1033648



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## Office of the Washington State Auditor Pat McCarthy

Issue Date – (Inserted by OS)

Mayor and City Council  
City of Stanwood  
Stanwood, Washington

### **Report on Compliance with Coronavirus State and Local Fiscal Recovery Funds Program Requirements**

As part of the American Rescue Plan Act of 2021, the U.S. Department of Treasury provided Coronavirus State and Local Fiscal Recovery Funds (Assistance Listing Number 21.027) to the State and all cities and counties in Washington to provide aid for various purposes in response to the public health emergency.

These funds are federal assistance, subject to audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. In order to provide for more timely and focused audits, the Office of Management and Budget, in the 2021 Compliance Supplement, authorized entities meeting specific criteria to receive a compliance examination engagement in lieu of a regular federal grant audit. Accordingly, the City has elected to demonstrate accountability for these funds through a compliance examination.

Please find attached our report on the City's compliance with federal requirements.

Sincerely,

Pat McCarthy, State Auditor  
Olympia, WA

### ***Americans with Disabilities***

*In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at [webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov).*

## INDEPENDENT ACCOUNTANT'S REPORT

### **City of Stanwood January 1, 2022 through December 31, 2022**

Mayor and City Council  
City of Stanwood  
Stanwood, Washington

We have examined the City of Stanwood's compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients that would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) section of the 2021 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended December 31, 2022.

Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement." Those standards and requirements require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above.

An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our engagement.

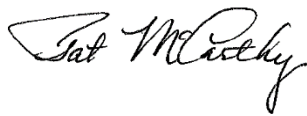
Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Stanwood complied, in all material respects, with the aforementioned requirements during the period January 1, 2022 to December 31, 2022.

### Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; and fraud or noncompliance with provisions of laws, regulations, contracts, or grant agreements that have a material effect on compliance with the specified requirements. We are also required to obtain and report the views of management concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on compliance with the specified requirements and not for the purpose of expressing an opinion on the internal control over compliance and other matters; accordingly, we express no such opinions.

Our examination disclosed no issues that are required to be reported under *Government Auditing Standards*.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy, State Auditor

Olympia, WA

November 20, 2023

## ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, [www.sao.wa.gov](http://www.sao.wa.gov). Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

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- Discover [which governments serve you](#) — enter an address on our map
- Explore public financial data with the [Financial Intelligence Tool](#)

### Other ways to stay in touch

- Main telephone:  
(564) 999-0950
- Toll-free Citizen Hotline:  
(866) 902-3900
- Email:  
[webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov)

**LETTER OF REPRESENTATION TO BE TYPED ON CLIENT LETTERHEAD**

November 20, 2023

Office of the Washington State Auditor  
3200 Capitol Blvd  
P.O. Box 40031  
Olympia, WA 98504-0031

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of City of Stanwood for the period from January 1<sup>st</sup>, 2022 through December 31<sup>st</sup>, 2022. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

**General Representations:**

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:
  - a. Financial records and related data.
  - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
  - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
  - d. Communications from regulatory agencies, government representatives or others concerning possible noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
  - e. Related party relationships and transactions.
  - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

**Additional representations related to the financial statements:**

10. We acknowledge our responsibility for fair presentation of the financial statements and believe financial statements are fairly presented in accordance with the *Budgeting, Accounting and Reporting Standards Manual* (BARS Manual), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.
11. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
12. The financial statements properly classify all funds and activities.
13. Revenues are appropriately classified by fund and account in accordance with the BARS Manual.
14. Expenses are appropriately classified by fund and account, and allocations have been made on a reasonable basis.
15. Ending cash and investments are properly classified as nonspendable, restricted, committed, assigned, and unassigned.
16. Significant assumptions we used in making accounting estimates are reasonable.

17. The following have been properly classified, reported and disclosed in the financial statements. as applicable:
  - a. Interfund, internal, and intra-entity activity and balances.
  - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
  - c. Joint ventures and other related organizations.
  - d. Guarantees under which the government is contingently liable.
  - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
  - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements and other loss contingencies.
18. We have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements. We have also accurately disclosed to you the nature and extent of our consultation with outside attorneys concerning litigation, claims and assessments.
19. We acknowledge our responsibility to include all necessary and applicable disclosures required by the BARS Manual, including:
  - a. Description of the basis of accounting, summary of significant accounting policies and how this differs from Generally Accepted Accounting Principles (GAAP).
  - b. Disclosures similar to those required by GAAP to the extent they are applicable to items reported in the financial statements.
  - c. Any additional disclosures beyond those specifically required by the BARS Manual that may be necessary for the statements to be fairly presented.
20. We acknowledge our responsibility for reporting supplementary information (the Schedule of Liabilities and the Schedule of Expenditures of Federal Awards) in accordance with applicable requirements and believe supplementary information is fairly presented, in both form and content in accordance with those requirements.
21. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
22. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to the financial statements taken as a whole.
23. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.

**Additional representations related to expenditures under federal grant programs:**

24. We acknowledge our responsibility for complying, and have complied, with the requirements of 2 CFR § 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.
25. With regards to your audit of federal grant programs, we have made available all relevant and requested information of which we are aware, including:
  - a. All federal awards and related grant agreements (including amendments, if any), contracts with pass-through entities, service organizations and vendors, and correspondence.
  - b. All communications from federal awarding agencies, vendors, service organizations or pass-through entities concerning possible noncompliance.
  - c. All information regarding corrective actions taken and management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
  - d. All documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
  - e. Interpretations or other support for any situations where compliance with requirements might be questionable or unclear.
26. We have identified and complied with all direct and material compliance requirements of federal awards.
27. Management is responsible for establishing effective internal control and has maintained sufficient control over federal programs to provide reasonable assurance that awards are managed in compliance with laws, regulations, contracts or grant agreements that could have a material effect on each of our federal awards.
28. Federal program financial reports and claims for advances and reimbursements are supported by the accounting records from which the basic financial statements have been prepared, and are prepared on a basis consistent with the Schedule of Expenditures of Federal Awards.
29. Copies of federal program reports provided to you are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies, as applicable.
30. We are responsible for, and will accurately prepare, the auditee section of the Data Collection Form as required by the Uniform Guidance.

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Sid Roberts  
Mayor

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David A. Hammond  
Finance Director

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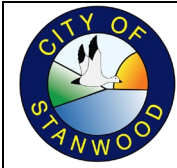
**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7a  
**DATE:** Monday, November 20, 2023  
**SUBJECT:** Community Development Committee Meeting Minutes  
**CONTACT PERSON:** Patricia Love, Community Development Director  
**ATTACHMENTS:** A – November 2, 2023 Meeting Minutes

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**SUMMARY STATEMENT:**

Minutes from the November 2, 2023 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee  
Meeting Minutes  
November 2, 2023 | 5:00 pm

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

**Staff Present:** Patricia Love, Tansy Schroeder, Audrey Rotrock

**Others Present:** N/A

Steve Shepro called the meeting to order at 4:54 p.m.

**1. Alliance for Housing Affordability ILA Amendment**

The Committee supports moving this forward to City Council on a Consent Agenda.

**2. Snohomish County Park Levy**

Staff will keep the Committee updated on the Levy as more information becomes available and if there are changes made or actions taken.

**3. SR 532 Downtown Impact Analysis**

The Committee prefers concept 1/A with 2-way cycle lanes on one side of the road and parking on the opposite side. Protect bike and pedestrian lanes with street trees. Future bus stops on SR 532 should provide a pull over area so as not to impede traffic. The Committee would also prefer a median in the center of SR 532.

**4. Downtown Park Design**

The Committee prefers Option 1 with a few additions: Make the bandstand a focal point; For events, close down a portion of Florence Road (84<sup>th</sup>) to allow for more seating and removing the need to close all of 271<sup>st</sup> St.; Add a Town Clock or other similar feature; Do not have the bandstand back up to the road; Include a type of cover/umbrella to center area to make more usable in all seasons (shade, rain protection, etc.); Use Farmstrong Brewing in Mount Vernon as an example.

**5. East End Traffic Calming Options**

Cedarhome Roundabout – The Committee supports this option with the addition of multiple yield signs and a landmark or artwork in the center of the roundabout.

271<sup>st</sup> Street and 84<sup>th</sup> Avenue – The Committee supports a raised median with beautification options on the sides and flashing signs to warn drivers to slow down.

Mid-block Option on 271<sup>st</sup> Street – The Committee supports Option 7.

88<sup>th</sup> Avenue Intersection – Have Public Works staff trained to stamp concrete to save money on this part of the beautification. Staff will bring cost estimates to Council on the savings of having Public Works could do the concrete brick stamping.

**Adjourn: 7:06 pm**



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

**ITEM NUMBER:** 7b

**DATE:** Monday, November 20, 2023

**SUBJECT:** Planning Commission Meeting Minutes

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A – October 9, 2023 Meeting Minutes

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### **SUMMARY STATEMENT**

Minutes from the October 9, 2023 Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the November 13, 2023 Planning Commission Meeting.



Planning Commission  
Meeting Minutes  
October 9, 2023 – 6:30 pm

**Call to Order:** 6:30 pm

**Roll Call**

**Commissioners Present:**

Eric Warnat, Commissioner  
Robert Hicks, Commissioner (online)  
Melissa Toner, Commissioner  
Patrick Hosterman, Commission Chair  
Cody Davis, Commission Vice-Chair  
Jeff Wheatley, Commissioner

**Staff Present:**

Patricia Love, Community Development Director  
Tansy Schroeder, City Planner  
Audrey Rotrock, Associate Planner

**Absent:** Justin Burns, Commissioner

**Also known to be present:** N/A

**Public Requests and Comments:** None

**Approval of Minutes:**

The minutes from the September 11, 2023 Planning Commission meeting were unanimously approved with the correction that Jeff Wheatley attended in person, not online.

**New Business:**

**Stanwood Municipal Code Titles 10, 22, & 14 Scoping Memos**

Included in this batch of Municipal Code Amendments is:

- Title 10 – Vehicles and Traffic
- Title 11 – Streets and Public Right-of-Ways
- Title 14 – Buildings and Construction

These Titles have been grouped together for review as they have direct code correlations. In general, these titles and chapters have also been reorganized for better flow and readability with similar topics being grouped together. The scoping memos for each Title which outline the proposed approach to the redrafts. After the approach memos are approved, the Consultant will begin drafting the actual code language for each Title.

**Commissioner Questions & Comments**

- If the City adopts Title, will it help mitigate traffic around schools with Complete Streets? The Complete Streets program will likely end up in the Street & Utility Standards. If the City adopts a Complete Streets ordinance, it allows them to apply for other applicable grants.
- The Commissioners would like to learn if any other Washington cities have adopted Complete Streets, and whether it worked for them or not.
- Complete Streets can be tailored for what is needed, i.e., a Complete Street doesn't have to contain all elements, and the City can choose which ones work best for them.
- Check to see if the consultants have a person on their team that specializes in Complete Streets.
- Street lighting needs to be considered if Complete Streets are implemented.



## Planning Commission Meeting Minutes October 9, 2023 – 6:30 pm

- Consider creating bike standards based on type of user
  - Ex. Do not prohibit child bicycles on sidewalks, especially where there are no bike lanes on the street.
- Add language talking about the rise of e-bikes, electric scooters, and gas powered scooters on where they are and are not allowed to be ridden, and what traffic rules they must follow.
- Don't make a bicycle license mandatory and make it a one-time fee instead of annual.
- Bicycle licenses will likely be handled by the police department, but that is still to be determined.
- Commissioners like definitions that refer to the RCW's.
- Add language to require traffic control plans, signage, and flaggers for special events and construction that will lead drivers to alternate parking. Also add time frame for temporary parking.
- Enforcing traffic rules in private parking lots will be difficult.
- Make bicycle helmets a requirement for children and optional for adults.

### **Unified Development Code Approach**

Staff proposes breaking the code into six topics groups that will be taken through the review process in distinct phases. Each phase is expected to last 13 – 15 months. Though multiple phases may be underway at the same time, each phase will follow these steps:

1. Staff and consultants prepare a memo outlining an approach to updating the code.
2. The update approach memo is reviewed by Planning Commission, the Code Advisory Group, and the Community Development Committee. Involve the Dept. of Ecology, if needed.
3. Staff and consultants draft updated code, consistent with the update approach memo.
4. The draft code is reviewed by Planning Commission, the Code Advisory Group, and the Community Development Committee. Revisions are made, as needed.
5. Planning Commission hosts a public hearing on a final draft.
6. City Council reviews the final draft and seeks any final changes prior to approval.
7. City Council adopts ordinances.

### **Commissioner Questions & Comments**

- Commissioners unanimously support the UDC approach.

### **Old Business:**

Comprehensive Plan Elements: Introduction, Housing, Economic Development, Transportation, and Partial Land Use

### **Commissioner Questions & Comments**

- Verify that housing capacity data is accurate.
- The Commissioners find the visual presentation of the Comp Plan very pleasing.
- Keep open communications with the School District to inform them of city growth pertaining to school capacity.



## Planning Commission Meeting Minutes October 9, 2023 – 6:30 pm

### **Miscellaneous Business:**

#### ***Comprehensive Plan and Municipal Code Advisory Group Participant Rotation***

Instead of having a Planning Commissioner participate in the Advisory Group, bring the Advisory Groups comments to the Planning Commission meetings, and the Planning Commissioners comments to the Advisory Group.

### **Recent Council Action on Commission Items:**

- Second reading of SMC Titles 3 and 5 are going to Council on October 26, 2023.

### **Upcoming Items:**

- Comprehensive Plan Elements: Utilities, Natural Environment, Capital Facilities, Shoreline

**Adjourn:** 8:25 pm



**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7c

**DATE:** Monday, November 6, 2023

**SUBJECT:** Public Works Committee Meeting Minutes

**CONTACT PERSON:** Kevin Hushagen, Public Works Director

**ATTACHMENTS:** A – November 6, 2023, Public Works Committee Minutes

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**SUMMARY STATEMENT**

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



Public Works Committee  
Meeting Minutes  
November 6, 2023

**Attendance:**

Councilmembers: Darren Robb, Tim Pearce

City Staff: Shawn Smith, City Administrator, Kevin Hushagen Public Works Director, Tansy Schroeder City Planner, Amanda Slattery Public Works Office Specialist

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

Call to order at 5:31 pm

**Agenda-****1. Brett Schock will join via zoom to describe the SR 532 Options**

Brett Schock did a presentation showing different options for adding lanes to SR 532. The committee discussed the ideas that were presented.

**2. East End Traffic Calming Options**

The public works committee discussed the Traffic Calming Options.

**3. Field Use Policy and Guidelines Update**

The committee discussed the proposed changes to the Field Use Policy and Guidelines.

Adjourn: 7:46 pm



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

**ITEM NUMBER:** 8a

**DATE:** Monday, November 20, 2023

**SUBJECT:** Approval of Voucher and Payroll Checks

**CONTACT PERSON:** Amy Bergemeier, Accounting Specialist

**ATTACHMENTS:** A - Voucher Check Detail

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### **SUMMARY STATEMENT**

Approve issuance of Washington Federal Bank voucher checks 37742 through 37801 and electronic fund transfers in the amount of \$1,133,174.02. Approve issuance of Washington Federal payroll benefit checks 2179 through 2180 and electronic fund transfers in the amount of \$347,480.35. Due to a printing error voucher check numbers 37712 through 37741 were voided.

### **RECOMMENDED MOTION**

**MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 37742 THROUGH 37801 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$1,133,174.02. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL BENEFIT CHECKS 2179 THROUGH 2180 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$347,480.35.**

## CHECK REGISTER

City Of Stanwood

Time: 08:52:23 Date: 11/15/2023

10/27/2023 To: 11/14/2023

Page: 1

| Trans | Date       | Type    | Acct # | Chk # | Claimant                              | Amount    | Memo                 |
|-------|------------|---------|--------|-------|---------------------------------------|-----------|----------------------|
| 5455  | 10/27/2023 | Payroll | 3      | EFT   |                                       | 2,000.00  | Draw J Stark         |
| 5507  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,208.44  | October 2023 Payroll |
| 5508  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,859.17  | October 2023 Payroll |
| 5509  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,483.12  | October 2023 Payroll |
| 5510  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,583.87  | October 2023 Payroll |
| 5511  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,028.59  | October 2023 Payroll |
| 5512  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 467.30    | October 2023 Payroll |
| 5513  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,402.18  | October 2023 Payroll |
| 5514  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,751.60  | October 2023 Payroll |
| 5515  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 7,767.12  | October 2023 Payroll |
| 5516  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,337.28  | October 2023 Payroll |
| 5517  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,529.26  | October 2023 Payroll |
| 5518  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,152.34  | October 2023 Payroll |
| 5519  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,592.40  | October 2023 Payroll |
| 5520  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,834.81  | October 2023 Payroll |
| 5521  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 487.20    | October 2023 Payroll |
| 5522  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,574.24  | October 2023 Payroll |
| 5523  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,037.51  | October 2023 Payroll |
| 5524  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 7,225.76  | October 2023 Payroll |
| 5525  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,984.94  | October 2023 Payroll |
| 5526  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 264.19    | October 2023 Payroll |
| 5527  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,463.84  | October 2023 Payroll |
| 5528  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,873.49  | October 2023 Payroll |
| 5529  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,413.62  | October 2023 Payroll |
| 5530  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,127.96  | October 2023 Payroll |
| 5531  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 487.20    | October 2023 Payroll |
| 5532  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,979.98  | October 2023 Payroll |
| 5533  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 487.39    | October 2023 Payroll |
| 5534  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,045.30  | October 2023 Payroll |
| 5535  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 437.30    | October 2023 Payroll |
| 5536  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,363.46  | October 2023 Payroll |
| 5537  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,241.04  | October 2023 Payroll |
| 5538  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 1,936.03  | October 2023 Payroll |
| 5539  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 2,315.99  | October 2023 Payroll |
| 5540  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,892.50  | October 2023 Payroll |
| 5541  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 487.30    | October 2023 Payroll |
| 5542  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 3,347.33  | October 2023 Payroll |
| 5543  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,172.20  | October 2023 Payroll |
| 5544  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 487.39    | October 2023 Payroll |
| 5545  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,106.82  | October 2023 Payroll |
| 5546  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,437.14  | October 2023 Payroll |
| 5547  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 5,809.15  | October 2023 Payroll |
| 5548  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,272.89  | October 2023 Payroll |
| 5549  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 1,499.14  | October 2023 Payroll |
| 5550  | 11/08/2023 | Payroll | 3      | EFT   |                                       | 4,809.93  | October 2023 Payroll |
| 5551  | 11/02/2023 | Claims  | 3      | EFT   | Aramark Uniform Services, LLC         | 54.68     | 937963000            |
| 5552  | 11/02/2023 | Claims  | 3      | EFT   | Edge Analytical, Inc                  | 245.00    | STA23                |
| 5553  | 11/02/2023 | Claims  | 3      | EFT   | Edge Analytical, Inc                  | 435.00    | STA23                |
| 5554  | 11/02/2023 | Claims  | 3      | EFT   | ICONIX Waterworks (US) Inc.           | 4,060.08  | CITSTA               |
| 5555  | 11/02/2023 | Claims  | 3      | EFT   | Lou's Gloves, Inc                     | 887.00    | STA629               |
| 5556  | 11/02/2023 | Claims  | 3      | EFT   | Navia Benefits                        | 50.00     | City of stanwood     |
| 5557  | 11/02/2023 | Claims  | 3      | EFT   | Navia Benefits                        | 50.00     | City of Stanwood     |
| 5558  | 11/02/2023 | Claims  | 3      | EFT   | Perteet Inc.                          | 1,921.39  | City of stanwood     |
| 5559  | 11/02/2023 | Claims  | 3      | EFT   | Pitney Bowes Inc- Purchase Power<br>* | 601.02    | 8000-9090-0519-5677  |
| 5560  | 11/02/2023 | Claims  | 3      | EFT   | RH2 Engineering Inc                   | 29,330.80 | City of Stanwood     |
| 5561  | 11/02/2023 | Claims  | 3      | EFT   | RH2 Engineering Inc                   | 2,474.87  | City of stanwood     |
| 5562  | 11/02/2023 | Claims  | 3      | EFT   | RH2 Engineering Inc                   | 17,546.54 | City of stanwood     |

## CHECK REGISTER

City Of Stanwood

Time: 08:52:23 Date: 11/15/2023

10/27/2023 To: 11/14/2023

Page: 2

| Trans | Date       | Type    | Acct # | Chk # | Claimant                                      | Amount    | Memo                                                                                                                                                                                                     |
|-------|------------|---------|--------|-------|-----------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5599  | 11/08/2023 | Payroll | 3      | EFT   | AFLAC                                         | 221.39    | Pay Cycle(s) 11/08/2023 To 11/08/2023 - AFLAC, Pre-Tax; Pay Cycle(s) 11/08/2023 To 11/08/2023 - AFLAC, Post-Tax                                                                                          |
| 5600  | 11/08/2023 | Payroll | 3      | EFT   | AWC Employee Benefit Trust                    | 22,222.96 | Pay Cycle(s) 11/08/2023 To 11/08/2023 - AWC - Health First 250; Pay Cycle(s) 11/08/2023 To 11/08/2023 - AWC- Dental J; Pay Cycle(s) 11/08/2023 To 11/08/2023 - AWC - Vision; Pay Cycle(s) 11/08/2023 To; |
| 5601  | 11/08/2023 | Payroll | 3      | EFT   | Colonial Life Insurance                       | 66.75     | Pay Cycle(s) 11/08/2023 To 11/08/2023 - Colonial Life Ins                                                                                                                                                |
| 5602  | 11/08/2023 | Payroll | 3      | EFT   | Great-West Life & Annuity                     | 4,920.00  | Pay Cycle(s) 11/08/2023 To 11/08/2023 - 457 - Empower (Mass Mutual); Pay Cycle(s) 11/08/2023 To 11/08/2023 - Roth 457(b)Empower(MassMutual)                                                              |
| 5603  | 11/08/2023 | Payroll | 3      | EFT   | HSA Bank                                      | 649.00    | Pay Cycle(s) 11/08/2023 To 11/08/2023 - HSA Contributions ER; Pay Cycle(s) 11/08/2023 To 11/08/2023 - HSA Contr EE                                                                                       |
| 5604  | 11/08/2023 | Payroll | 3      | EFT   | Internal Revenue Service (941)                | 70,690.81 | 941 Deposit for Pay Cycle(s) 11/08/2023 - 11/08/2023                                                                                                                                                     |
| 5605  | 11/08/2023 | Payroll | 3      | EFT   | Legal Shield                                  | 63.85     | Pay Cycle(s) 11/08/2023 To 11/08/2023 - Legal Shield                                                                                                                                                     |
| 5606  | 11/08/2023 | Payroll | 3      | EFT   | Mission Square Retirement                     | 3,447.85  | Pay Cycle(s) 11/08/2023 To 11/08/2023 - 457 - Mission Square Ret(ICMA)                                                                                                                                   |
| 5607  | 11/08/2023 | Payroll | 3      | EFT   | Navia Benefits                                | 200.00    | Pay Cycle(s) 11/08/2023 To 11/08/2023 - Navia Limited FSA                                                                                                                                                |
| 5608  | 11/08/2023 | Payroll | 3      | EFT   | Teamsters Union Local 231                     | 1,720.00  | Pay Cycle(s) 11/08/2023 To 11/08/2023 - Teamsters Dues                                                                                                                                                   |
| 5609  | 11/08/2023 | Payroll | 3      | EFT   | WA St Department Of Retirement Systems        | 47,746.82 | Pay Cycle(s) 11/08/2023 To 11/08/2023 - PERS2; Pay Cycle(s) 11/08/2023 To 11/08/2023 - PERS 3; Pay Cycle(s) 11/08/2023 To 11/08/2023 - 457 - DRS (DCP)                                                   |
| 5679  | 11/09/2023 | Claims  | 3      | EFT   | Confluence Environmental Company              | 24,522.92 | City of Stanwood; City of stanwood                                                                                                                                                                       |
| 5680  | 11/09/2023 | Claims  | 3      | EFT   | FCS Group- Solutions- Oriented Consult.       | 6,280.00  | City of Stanwood                                                                                                                                                                                         |
| 5681  | 11/09/2023 | Claims  | 3      | EFT   | Lakeside Industries, Inc.                     | 744.04    | 108469                                                                                                                                                                                                   |
| 5682  | 11/09/2023 | Claims  | 3      | EFT   | Pitney Bowes Inc- Purchase Power *            | 13.79     | 8000-9090-0519-5677                                                                                                                                                                                      |
| 5683  | 11/09/2023 | Claims  | 3      | EFT   | RH2 Engineering Inc                           | 10,887.25 | City of Stanwood                                                                                                                                                                                         |
| 5684  | 11/09/2023 | Claims  | 3      | EFT   | Strategies 360 Inc                            | 2,000.00  | City of Stanwood                                                                                                                                                                                         |
| 5685  | 11/09/2023 | Claims  | 3      | EFT   | Taylors Excavators Inc                        | 71,594.31 | City of stanwood                                                                                                                                                                                         |
| 5686  | 11/09/2023 | Claims  | 3      | EFT   | Transpogroup Inc                              | 22,538.75 | City of stanwood; City of stanwood                                                                                                                                                                       |
| 5687  | 11/09/2023 | Claims  | 3      | EFT   | US Bank                                       | 10,250.69 | 4485 5945 5564 1495                                                                                                                                                                                      |
| 5610  | 11/08/2023 | Payroll | 3      | 2179  | Western Conference of Teamsters Pension Trust | 2,638.91  | Pay Cycle(s) 11/08/2023 To 11/08/2023 - WCTPP Contributions                                                                                                                                              |
| 5611  | 11/08/2023 | Payroll | 3      | 2180  | Washington Teamsters Welfare Trust            | 38,826.30 | Pay Cycle(s) 11/08/2023 To 11/08/2023 - Teamsters Dental; Pay Cycle(s) 11/08/2023 To 11/08/2023 - Teamsters Medical                                                                                      |
| 5563  | 11/02/2023 | Claims  | 3      | 37742 | A-1 Mobile Lock & Key, INC                    | 81.19     | City of Stanwood                                                                                                                                                                                         |

## CHECK REGISTER

City Of Stanwood

Time: 08:52:23 Date: 11/15/2023

10/27/2023 To: 11/14/2023

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                                      | Amount     | Memo                                                                   |
|-------|------------|--------|--------|-------|-----------------------------------------------|------------|------------------------------------------------------------------------|
| 5564  | 11/02/2023 | Claims | 3      | 37743 | Atwell, LLC                                   | 32,834.00  | City of stanwood                                                       |
| 5565  | 11/02/2023 | Claims | 3      | 37744 | Badger Meter, Inc                             | 154.50     | 460708                                                                 |
| 5566  | 11/02/2023 | Claims | 3      | 37745 | Leland W Bartlett                             | 50.00      | City of stanwood                                                       |
| 5567  | 11/02/2023 | Claims | 3      | 37746 | Bonner Electrical Contracting LLC             | 4,096.25   | City of Stanwood                                                       |
| 5568  | 11/02/2023 | Claims | 3      | 37747 | Brim Tractor Company Inc                      | 1,283.84   | City of Stanwood                                                       |
| 5569  | 11/02/2023 | Claims | 3      | 37748 | Cascade Natural Gas Corp                      | 214.96     | 839 440 0000 5; 608 440 0000 4                                         |
| 5570  | 11/02/2023 | Claims | 3      | 37749 | City of Everett *                             | 500.00     | STACITG                                                                |
| 5571  | 11/02/2023 | Claims | 3      | 37750 | Hannah Parks                                  | 221.07     | 08 1127 11 - 27307 CHURCH CRK LP                                       |
| 5572  | 11/02/2023 | Claims | 3      | 37751 | Hamilton Lumber LLC                           | 406.82     | 66; 66                                                                 |
| 5573  | 11/02/2023 | Claims | 3      | 37752 | Lenz Enterprises Inc                          | 959.71     | City of Stanwood; City of stanwood                                     |
| 5574  | 11/02/2023 | Claims | 3      | 37753 | North County Regional Fire Authority          | 17,735.02  | 166                                                                    |
| 5575  | 11/02/2023 | Claims | 3      | 37754 | O'Reilly Auto Parts                           | 157.11     | 1872464                                                                |
| 5576  | 11/02/2023 | Claims | 3      | 37755 | ODP Business Solutions, LLC                   | 211.46     | 36274097; 36274097; 36274097                                           |
| 5577  | 11/02/2023 | Claims | 3      | 37756 | PUD Of Snohomish County *                     | 9,738.40   | 200592889; 200794063; 200208858; 200633634; 200128742                  |
| 5578  | 11/02/2023 | Claims | 3      | 37757 | Pace Engineers, Inc                           | 23,723.25  | City of stanwood                                                       |
| 5579  | 11/02/2023 | Claims | 3      | 37758 | Northwest Travel and Life Premier Media Group | 3,848.00   | City of stanwood                                                       |
| 5580  | 11/02/2023 | Claims | 3      | 37759 | Pye Barker Fire & Safety, LLC                 | 54.11      | C493803                                                                |
| 5581  | 11/02/2023 | Claims | 3      | 37760 | Ricoh USA, Inc.                               | 90.80      | 1316669-3800377                                                        |
| 5582  | 11/02/2023 | Claims | 3      | 37761 | Robert Half International, Inc                | 1,533.87   | 03640-101120000                                                        |
| 5583  | 11/02/2023 | Claims | 3      | 37762 | Charlee N Rowland                             | 641.26     | City of stanwood                                                       |
| 5584  | 11/02/2023 | Claims | 3      | 37763 | Carly L Ruacho                                | 500.70     | City of stanwood                                                       |
| 5585  | 11/02/2023 | Claims | 3      | 37764 | Safeway                                       | 32.30      | 191483                                                                 |
| 5586  | 11/02/2023 | Claims | 3      | 37765 | Skagit Farmers Supply                         | 290.68     | 135052; 135052                                                         |
| 5587  | 11/02/2023 | Claims | 3      | 37766 | Skagit River Steel & Recycling, Inc           | 257.49     | City of stanwood                                                       |
| 5588  | 11/02/2023 | Claims | 3      | 37767 | Stanwood Ace Hardware #14901                  | 626.99     | 20013; 20013; 20013; 20013; 20013; 20013; 20013                        |
| 5589  | 11/02/2023 | Claims | 3      | 37768 | Stanwood Auto Parts                           | 246.58     | 56100; 56100; 56100                                                    |
| 5590  | 11/02/2023 | Claims | 3      | 37769 | Sue Hamilton                                  | 40.28      | City of stanwood                                                       |
| 5591  | 11/02/2023 | Claims | 3      | 37770 | US Postal Service-Stanwood *                  | 1.56       | 3317 City of stanwood                                                  |
| 5592  | 11/02/2023 | Claims | 3      | 37771 | USA Bluebook                                  | 1,214.30   | 478228; 478228                                                         |
| 5593  | 11/02/2023 | Claims | 3      | 37772 | WA St Dept of Licensing *                     | 453.00     | City of Stanwood                                                       |
| 5594  | 11/02/2023 | Claims | 3      | 37773 | Washington State Patrol *                     | 172.25     | City of Stanwood                                                       |
| 5595  | 11/02/2023 | Claims | 3      | 37774 | Wave Broadband                                | 311.24     | 3201-0316545-01                                                        |
| 5688  | 11/09/2023 | Claims | 3      | 37775 | Advantage Building Services                   | 1,565.00   | City of stanwood                                                       |
| 5689  | 11/09/2023 | Claims | 3      | 37776 | BHC Consultants, LLC                          | 1,441.13   | City of Stanwood                                                       |
| 5690  | 11/09/2023 | Claims | 3      | 37777 | Core & Main LP                                | 11,192.32  | 110855                                                                 |
| 5691  | 11/09/2023 | Claims | 3      | 37778 | Ditch Witch West                              | 643.87     | 5384310                                                                |
| 5692  | 11/09/2023 | Claims | 3      | 37779 | General Pacific, Inc.                         | 35,562.76  | 101681; 101681; 101681                                                 |
| 5693  | 11/09/2023 | Claims | 3      | 37780 | Hamilton Lumber LLC                           | 24.58      | 66                                                                     |
| 5694  | 11/09/2023 | Claims | 3      | 37781 | Josephine caring community                    | 945.00     | City of Stanwood                                                       |
| 5695  | 11/09/2023 | Claims | 3      | 37782 | Konnerup Construction Inc                     | 730,450.45 | City of stanwood                                                       |
| 5696  | 11/09/2023 | Claims | 3      | 37783 | Lenz Enterprises Inc                          | 211.11     | City of stanwood; City of stanwood                                     |
| 5697  | 11/09/2023 | Claims | 3      | 37784 | Maul Foster Alongi, Inc.                      | 6,284.00   | City of stanwood                                                       |
| 5698  | 11/09/2023 | Claims | 3      | 37785 | O'Reilly Auto Parts                           | 152.54     | 1872464; 1872464                                                       |
| 5699  | 11/09/2023 | Claims | 3      | 37786 | ODP Business Solutions, LLC                   | 87.59      | 36274097; 36274097                                                     |
| 5700  | 11/09/2023 | Claims | 3      | 37787 | PUD Of Snohomish County *                     | 5,276.61   | 200240505; 200738672                                                   |
| 5701  | 11/09/2023 | Claims | 3      | 37788 | Pace Engineers, Inc                           | 18,781.00  | City of stanwood; City of stanwood; City of stanwood; City of stanwood |
| 5702  | 11/09/2023 | Claims | 3      | 37789 | Petty Cash/ Marcy Mathis -Custodian           | 13.71      | City of stanwood                                                       |

**CHECK REGISTER**

City Of Stanwood

Time: 08:52:23 Date: 11/15/2023

10/27/2023 To: 11/14/2023

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| Trans                                                | Date       | Type   | Acct # | Chk # | Claimant                       | Amount       | Memo                                                                         |
|------------------------------------------------------|------------|--------|--------|-------|--------------------------------|--------------|------------------------------------------------------------------------------|
| 5703                                                 | 11/09/2023 | Claims | 3      | 37790 | Ricoh USA, Inc-Maint           | 665.34       | 4250811; 4250811; 4250811; 4250811                                           |
| 5704                                                 | 11/09/2023 | Claims | 3      | 37791 | Ricoh USA, Inc.                | 452.46       | 131669-3800327                                                               |
| 5705                                                 | 11/09/2023 | Claims | 3      | 37792 | Robert Half International, Inc | 1,465.04     | 03640-101120000                                                              |
| 5706                                                 | 11/09/2023 | Claims | 3      | 37793 | Safeway                        | 64.60        | 191483                                                                       |
| 5707                                                 | 11/09/2023 | Claims | 3      | 37794 | Shred-it US JV LLC             | 1,649.49     | 1000283524; 1000283524                                                       |
| 5708                                                 | 11/09/2023 | Claims | 3      | 37795 | Skagit Valley Publishing       | 291.72       | 48893; 48893                                                                 |
| 5709                                                 | 11/09/2023 | Claims | 3      | 37796 | Stanwood Ace Hardware #14901   | 296.07       | 20013; 20013; 20013; 20013                                                   |
| 5710                                                 | 11/09/2023 | Claims | 3      | 37797 | Stanwood City Utility          | 4,465.64     | 4724; 1241; 1271; 1328; 1332; 1348; 1473; 1573; 1587; 1674; 1675; 2416; 4916 |
| 5711                                                 | 11/09/2023 | Claims | 3      | 37798 | Stilly Auto Parts Napa         | 28.40        | 27197                                                                        |
| 5712                                                 | 11/09/2023 | Claims | 3      | 37799 | Utilities Underground Loc      | 113.52       | 134200                                                                       |
| 5713                                                 | 11/09/2023 | Claims | 3      | 37800 | Verizon Wireless               | 355.50       | 742373248-00001                                                              |
| 5714                                                 | 11/09/2023 | Claims | 3      | 37801 | Ziply Fiber                    | 1,523.45     | 360-629-4907-072497-5; 206-188-0411-053105-5                                 |
|                                                      |            |        |        |       |                                | 250,171.73   |                                                                              |
| 001 General Fund                                     |            |        |        |       |                                | 38,291.90    |                                                                              |
| 101 Street Fund                                      |            |        |        |       |                                | 15,190.44    |                                                                              |
| 103 Street Construction Fund                         |            |        |        |       |                                | 772,654.12   |                                                                              |
| 104 Park And Trail Improvement Fund                  |            |        |        |       |                                | 4,363.08     |                                                                              |
| 115 Tourism And Promotion                            |            |        |        |       |                                | 88,770.77    |                                                                              |
| 401 Sewer Fund                                       |            |        |        |       |                                | 31,905.60    |                                                                              |
| 403 Sewer Construction Fund                          |            |        |        |       |                                | 23,333.01    |                                                                              |
| 410 Drainage Fund                                    |            |        |        |       |                                | 118,017.83   |                                                                              |
| 411 Drainage Construction Fund                       |            |        |        |       |                                | 88,619.83    |                                                                              |
| 421 Water Fund                                       |            |        |        |       |                                | 48,710.81    |                                                                              |
| 422 Water Construction Fund                          |            |        |        |       |                                | 625.25       |                                                                              |
| 630 Agency Fund                                      |            |        |        |       |                                |              |                                                                              |
|                                                      |            |        |        |       |                                | 1,480,654.37 | Claims: 1,133,174.02<br>Payroll: 347,480.35                                  |
| * Transaction Has Mixed Revenue And Expense Accounts |            |        |        |       |                                |              |                                                                              |

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

( ) Finance Director ( ) Auditing Officer Wendy Corder Durbun Date: 11-15-23  
 (X) Deputy Finance Director

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**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 8b  
**DATE:** Monday, November 9, 2023  
**SUBJECT:** City Council Regular Meeting Minutes – October 26, 2023  
**CONTACT PERSON:** Lisa Sokolik, City Clerk  
**ATTACHMENTS:** A – Council Regular Meeting Minutes

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**SUMMARY STATEMENT**

October 26, 2023, Regular City Council Meeting minutes are attached.

**RECOMMENDED MOTION**

**MOTION TO APPROVE THE OCTOBER 26, 2023, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.**

**CITY OF STANWOOD**

Regular Meeting of the City Council  
Thursday, November 9, 2023 – 7:00 p.m.

**MINUTES**

**1. Call to Order and Pledge of Allegiance**

Mayor Sid Roberts called the meeting to order at 7:00 p.m. Councilmember Metz led the Pledge of Allegiance.

**2. Roll Call**

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

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Public Works Director Kevin Hushagen, Human Resource Manager Pat Adams, Police Chief Jason Toner, Fire Chief John Cermak, City Attorney Nikki Thompson, Associate Engineer Alan Lytton, Building Official Scott Black, Wastewater Technician Matthew Kallicott, Wastewater Lead Michael Evans, and City Clerk Lisa Sokolik.

**3. Approval of the Agenda**

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

**4. Presentation:** Wastewater Treatment Plant Outstanding Performance Award for 2022

Hushagen explained what a tremendous honor this award is; it's very good for the city. The wastewater crew work hard each day to achieve the award. The staff report says the City has received the award 8 years in a row, although true, the fact is since 2006, the City has received the award 16 out of 17 years. Hushagen introduced two wastewater crew members, Michael Kallicott and Michael Evens and mentioned Jarred Stark, Leland Bartlett, Cole Ferguson, and Leigh Danielson who has been with the city since 2005. Leigh is now the Utilities Supervisor.

**5. Public Comments:** No written or verbal public comments.

**6. Staff / Department Report**

a. Police Compstat Report – October

Robb appreciated the extra traffic enforcement with an emphasis on speeders on 80<sup>th</sup> Ave (close to 200 speeders were stopped). Robb is looking forward to getting the Citizen Patrol up and running. Chief Toner said the first introduction meeting is scheduled for after Thanksgiving, he has had four good interviews and they are planning to start in December.

b. Finance Q3 Report – No Council Comments.

## 7. Council Committee Reports

No Council comments on the Finance Committee Meeting Minutes for 10/26/2023.

## 8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve City Council Regular Meeting Minutes 10/26/2023
- c. Appointment of Economic Development Board Members

Mayor Roberts introduced and thanked the new Economic Development Board Members, Paul Brar and Teresa LaFleur. Shepro thanked the board members Les Anderson, Dave Pelletier, and Kristine Birkenkopf for extending their term for two more years.

*Motion by Councilmember Robb, second by Councilmember Pearce to approve the consent agenda items A through C. **Motion carried unanimously.***

## 9. Unfinished Business

Second Reading and Adoption of Ordinance 1525 – 2024 Property Tax Levy

Hammond noted that council reviewed, discussed, and held a public hearing on this item at the October 26<sup>th</sup> council meeting; no testimony was heard, and the council approved the first reading unanimously. He noted that the staff report was updated with October's actuals. One of the main points taken from the October 26<sup>th</sup> meeting was to try to keep up with the rising cost of public safety.

Council discussed at length and asked Hammond questions.

*Motion by Councilmember Metz, second by Councilmember Shepro to approve the second reading and adoption of Ordinance 1525 Levying Taxes upon all property subject to taxation within the corporate limits of the City of Stanwood, Washington for 2024, with one percent levy increase from 2023.*

*Roll call of votes was taken:*

*Councilmember Schmitt – Yes*  
*Councilmember Gaumond – Yes*  
*Councilmember Metz – Yes*  
*Councilmember Robb – Yes*  
*Councilmember Pearce – Yes*  
*Councilmember Shepro – Yes*  
*Councilmember Bergman – No*

***Motion carried 6 yes, 1 no.***

## 10. Public Hearing – None

## 11. New Business

- a. Adopt Resolution 2023-15 Salary and Benefits Schedule

Adams discussed the proposed compensation and benefit schedule for the 24 full time represented employees and the 12 non-represented employees for 2024.

Council asked questions and made comments.

*Motion by Councilmember Shepro, second by Councilmember Metz to pass Resolution 2023-15 adopting the Salary and Benefits Schedule for city employees effective January 1, 2024. **Motion carried unanimously.***

- b. Authorize the Mayor to Sign a Subscription Agreement with NEOGOV for Human Resource Software Modules

Adams explained what NEOGOV is and how it will be used in the city.

1) NEOGOV eForms will be used to automate the City's personnel files and onboarding forms. By transitioning to a digital platform, sensitive employee information, including medical and health data can be stored securely. By capturing and analyzing data from personnel files and onboarding forms, we can gain valuable insights into various HR metrics, such as employee turnover rates.

2) NEOGOV Perform will be instrumental in optimizing the City's performance management process. This module will enable managers to efficiently set and track all employee performance goals, facilitate collaboration among multiple managers with the ability to include their input when completing evaluations, track the status of performance reviews across departments, and effectively manage and monitor employee training.

Council asked questions.

*Motion by Councilmember Bergman, second by Councilmember Robb to authorize the Mayor to sign e-Forms and Performs Human Resources Software Modules services subscription agreement with NEOGOV. **Motion carried unanimously.***

- c. Authorize the Mayor to Sign a Contract with TRICO Companies, LLC for the Stanwood City Hall and Police Station Renovation Project

Smith led the discussion on the City Hall and Police Station Remodel project and the alternatives that were added and the alternatives that were deducted from the project to reflect the project total of \$805,468.60, which includes an 8% contingency.

Council asked questions and made comments.

*Motion by Councilmember Pearce, second by Councilmember Shepro to authorize the Mayor to execute a contract with Trico Companies for the Stanwood City Hall and Police Station Renovation project for \$805,468.60, which includes an 8% Contingency. **Motion carried unanimously.***

## **12. Public Closing Comments - None**

### 13. Executive/Legislative Reports

#### a. Mayor's Report

- Congratulations to all of those who did good in the elections and thank you to everyone who voted.
- Tomorrow is the Veteran's Day memorial service at the Floyd at 11:00, encourages councilmembers to attend.
- AWC is holding a mandatory training for newly elected officials on December 9<sup>th</sup>, this training is required every four years.
- Remember the next council meeting is on Monday, November 20<sup>th</sup> due to Thanksgiving.

#### b. City Administrator Report

- The State Auditors are wrapping up the audit on our financial statement and federal funding, and so far there are no issues. The auditors will be at the next council meeting to give a presentation.
- Happy Veteran's Day and thank you to all of you who have served.

#### c. Councilmember's Report/Questions

- Councilmember Schmitt said one of his favorite things is to see the smokestack decorated for the holidays. He thanked all the people who have been involved, it's not an easy task.
- Councilmember Shepro thanked everyone who ran for public office and for those who voted. For those who were elected, thank you for your time and talent and your commitment to serving our community.

### 14. Recess to Executive Session

At 8:10 p.m., the Mayor, Council, Smith, Hammond, and Thompson recessed to Executive Session for a 5-minute discussion on city litigation in accordance with RCW 42.30.110 (1)(i), Mayor Roberts noted that action will likely be taken after the session. The regular city council meeting reconvened at 8:15 p.m.

*Motion by Councilmember Robb, second by Councilmember Metz to authorize the Mayor to execute a settlement agreement with Fat Cat Properties in the amount of \$14,746.88.*

***Motion carried unanimously.***

### 15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:16 p.m.

CITY OF STANWOOD

ATTEST:

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Sid Roberts, Mayor

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Lisa Sokolik, City Clerk

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## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 8c

**DATE:** Monday, November 20, 2023

**SUBJECT:** Confirm Mayor's Appointment to Economic Development Board

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A – Economic Development Board Roster  
B – Dustin Dekle Application Narrative

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### **PURPOSE**

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's appointment of Dustin Dekle to the Stanwood Economic Development Board position 6.

### **BACKGROUND**

The Stanwood City Council established an Economic Development Board with the intent to promote a favorable business environment, retain businesses, and to encourage tourism in the City. Their responsibilities include:

- Provide a communication link between the city and the business community.
- Advise the City on implementation of the Economic Development Work Program.
- Advise the City on the business perspective on a range of policy issues such as capital planning, zoning amendments and land use policy plans.
- Advise the city on grant applications for 1) special events grants that benefit Stanwood and 2) small capital projects grants benefiting Stanwood Downtown.

The Board consists of seven (7) voting members, representing a cross section of the business community. All seven members are at large members located within the boundaries of the Stanwood Camano School District. Members are appointed by the Mayor with City Council ratification.

The Economic Development Board currently has one vacancy.

## **ANALYSIS**

The Mayor is responsible for recommending appointments to the various City boards and commissions when terms expire, or as a vacancy occurs. Seat 6 is currently vacant. The Mayor is recommending Dustin Dekle to fill seat 6 for the 2024 – 2025 term.

***Dustin Dekle*** is a Camano Island resident and is a local small business owner, the Cactus + Camano, which earning the 2022 Business of The Year award. Dustin has 10 years of experience working in the event production industry which supports one of the specific focuses of this committee.

| Fiscal Impact                                |                                                          |                    |                                                                                              |
|----------------------------------------------|----------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------|
| No fiscal impact associated with this action |                                                          |                    |                                                                                              |
| Fund(s):                                     |                                                          |                    |                                                                                              |
| Amount:                                      | \$ -                                                     | Project Estimate:  | \$ -                                                                                         |
| Budget Authorized                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | Amendment Required | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

## **RECOMMENDATIONS**

**Staff Recommendation:** Mayor Roberts recommends the appointment of Dustin Dekle to the Economic Development Board to fill the vacant position, for a two-year term starting on January 1, 2024 and ending December 31, 2025.

**Committee/Board Recommendation:** N/A

## **CITY COUNCIL OPTIONS**

- 1) Appoint the recommended individual to the Economic Development Board.
- 2) Do not appoint recommended individual to the Economic Development Board at this time.

## **PROPOSED MOTION**

**I MOVE TO APPOINT DUSTIN DEKLE TO THE STANWOOD ECONOMIC DEVELOPMENT BOARD, SEAT #6 WITH A TERM EXPIRING DECEMBER 31, 2025.**



**Economic Development Board**

| <b>Position #</b> | <b>Name and Address</b>                                        | <b>Term</b>                        |
|-------------------|----------------------------------------------------------------|------------------------------------|
| <b>1</b>          | Paul Brar<br>Owner / Operator Gas Stations                     | 2023-2024<br>(Nov 2023 – Dec 2024) |
| <b>2</b>          | Randy Heagle -Windermere Realty                                | 2023-2024                          |
| <b>3</b>          | Dave Pelletier –<br>Pelletier & Schaar Architects              | 2024-2025                          |
| <b>4</b>          | Les Anderson – <i>Chair</i><br>Twin City Idler’s Car Show      | 2024-2025                          |
| <b>5</b>          | Teresa LaFleur<br>LaFleur Counseling, PLLC                     | 2023-2024<br>(Nov 2023 – Dec 2024) |
| <b>6</b>          | Vacant                                                         | 2024-2025                          |
| <b>7</b>          | Kristine Birkenkopf – <i>Vice Chair</i><br>S.A.A.L Brewing Co. | 2024-2025                          |

Dustin Dekle  
Cactus + Co - Co-owner  
1081 Saint Moritz Court  
Camano Island, Wa 98282

10/27/2023

Economic Development Board Position  
City of Stanwood

Dear City of Stanwood & Mayor Roberts,

I would like to express my interest in the open board position on the Economic Development committee. I believe I could positively contribute to the board, drawing from my experience as a local small business owner. My commercial insurance career and leadership experience also allows me to bring additional unique skills. Lastly, I spent 10 years working in the event production industry which supports one of the specific focuses of this committee. My wife and I are Camano Island residents, and 2022 Business of The Year award winners for our small business Cactus + Camano. Thank you for your consideration. I look forward to hearing back soon.

All The Best,

Dustin Dekle



## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 8d  
**DATE:** Monday, November 20, 2023  
**SUBJECT:** Alliance for Housing Affordability (AHA) Interlocal Agreement Amendment  
**CONTACT PERSON:** Tansy Schroeder, City Planner  
**ATTACHMENTS:** A – Amended AHA ILA

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### **PURPOSE**

The purpose of this agenda item is for Council to authorize the Mayor to sign an Amended Interlocal Agreement with the Alliance for Housing Affordability (AHA) allowing the Town of Darrington and the City of Monroe to join the Alliance in addition to removing the requirement for City Council approval of future additions.

### **BACKGROUND**

The Alliance for Housing Affordability (AHA) is an interagency collaborative alliance between the cities of Arlington, Edmonds, Everett, Granite Falls, Housing Authority of Snohomish County (HASCO), Lake Stevens, Lynnwood, Marysville, Mountlake Terrace, Mukilteo, Snohomish, Snohomish County, Stanwood, and Woodway. The intent of the Alliance is to share resources and information related to housing, and housing affordability.

The Alliance operates through an Interlocal Cooperation Agreement (ILA). The need for AHA was originally studied by Snohomish County Tomorrow in 2008, and the ILA was formalized in 2013. Stanwood was added to the ILA in 2014.

### **ANALYSIS**

The Alliance for Housing Affordability provides extensive, up-to-date information on housing trends for the jurisdictional members at a low cost. This information has been fundamental to help the public and elected decision makers better understand the region's current housing stock and changes to affordability. The Alliance also provides review assistance of long-term planning documents relating to housing for jurisdictional members.

The ILA establishes a cooperative structure containing the following main provisions:

- A framework for the cooperative;
- The mission and goals;
- The Joint Board's role and decision making;

- The Administering Agency function;
- Role and function of the Fiscal Agent;
- Contributions from member jurisdictions;
- Membership and participation; and
- Indemnification and dispute procedures.

The existing ILA requires City Council approval from all participating jurisdictions when a new jurisdiction requests to join the Alliance. The proposed ILA amendment will add the Town of Darrington and the City of Monroe to the ILA. The amendment will also revise the ILA so that future additions of jurisdictions will no longer require Council approval from participating jurisdictions. Other amendments to the ILA will still require Council approval.

The City Attorney has reviewed and agreed upon the legal terms set forth in the ILA.

### **FISCAL ANALYSIS**

There is no financial impact on the City by signing the amended ILA with AHA.

### **RECOMMENDATIONS**

#### **Staff Recommendation:**

The City is already a member of the AHA ILA. Allowing additional jurisdictions to join the Alliance will improve collaboration between Snohomish County jurisdictions on the issue of affordable housing. Staff is supportive of the amended ILA.

#### **Committee/Board Recommendation:**

The amended AHA ILA was presented to the Community Development Committee on November 2, 2023. The Committee was supportive of moving the ILA forward to the full Council on consent agenda.

### **CITY COUNCIL OPTIONS**

1. Authorize the Mayor to sign the Amended Interlocal Agreement with the Alliance for Housing Affordability allowing the Town of Darrington and the City of Monroe to join the Alliance in addition to removing the requirement for City Council approval of future additions.
2. Request changes to the ILA.
3. Take no action at this time.

### **PROPOSED MOTION**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE ALLIANCE FOR HOUSING AFFORDABILITY GIVING ALLOWING ADDITIONAL SNOHOMISH COUNTY JURISDICTIONS TO JOIN THE ALLIANCE.**

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-  
JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN  
SNOHOMISH COUNTY (the “Interlocal Agreement”)**

This Amendment (the “Amendment”) to the Interlocal Agreement dated [\_\_\_\_\_] (the “Original Agreement” and, together with this Amendment, the “Agreement”) is made as of \_\_\_\_\_, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (each a “Party” and together, the “Parties”). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
2. Parties. The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
3. Notice. Section 13(d) is amended to add:

City of Monroe  
Anita Marerro, Senior Planner  
806 West Main Street  
Monroe, WA 98272  
Phone (360) 863-4513  
[AMarerro@monroewa.gov](mailto:AMarerro@monroewa.gov)

Town of Darrington  
Dan Rankin, Mayor  
1005 Cascade St.  
PO Box 397  
Darrington, WA 98241  
Phone: (360) 436-1131  
[Dan.Rankin@Darringtonwa.us](mailto:Dan.Rankin@Darringtonwa.us)

4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:

(m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;

5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:

16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the "New Party") shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.

6. Execution. The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

**CITY OF STANWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

## EXHIBIT A

Following a decision of the Joint Board of the Alliance for Housing Affordability (the “AHA”), \_\_\_\_\_ hereby acknowledges and accepts entry to the AHA as a Party to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County, as amended, and according to the terms thereof.

**[PARTY]**

By: \_\_\_\_\_  
Name Date

Its: \_\_\_\_\_



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

**ITEM NUMBER:** 8e

**DATE:** Monday, November 20, 2023

**SUBJECT:** Amended Contract with Strategies 360

**CONTACT PERSON:** Shawn Smith, City Administrator

**ATTACHMENTS:** A –Contract Amendment  
B –Original Contract  
C –Government Relations Proposal

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**ISSUE**

The issue before the city council is to authorize the Mayor to sign an amended contract with Strategies 360, not to exceed \$60,000.

**RECOMMENDATION**

Authorize the Mayor to sign a contract with Strategies 360 not to exceed \$24,000 for state legislative efforts and \$36,000 for federal efforts, on an as-requested hourly basis.

**DISCUSSION**

City Council authorized the Mayor to sign a contract with Strategies 360 on October 13, 2022. The contract expired on October 31, 2023. During the term of the contract, the city received \$1.9 million from the state budget process and \$1 million from the Department of Ecology's Flood Plains by Design program. There is also a federal budget request in for \$850,000. Strategies 360 was instrumental in obtaining these funds.

The contract expired, prior to us extending it, so the City Attorney created the contract amendment. The financial terms of the contract are unchanged; however the term will now run to December 31, 2024.

**HISTORY**

The city has contracted for governmental affairs since February 2013, when the City Council approved a contract for \$6,750 with Strategies 360 to assist in securing funding for the 68<sup>th</sup> Street Safe Routes to Schools project. The project was ultimately awarded

\$647,000 due to the city's partnership with the Strategies 360 team in Olympia. Strategies 360 also helped the city secure \$300,000 from the State Legislature to evaluate stormwater improvements to Irvine Slough. The original \$6,750 contract resulted in a \$947,000 return on investment.

The City of Stanwood submitted four capital projects to the state legislature in 2015. With the support of Strategies 360 and the city's legislative delegation, the city received \$885,000 funding for three projects

Over the 2016-2019 period the firm helped secure \$300,000 appropriation to acquire the parcel for the Municipal Campus Project, note this appropriation needed to be re-lobbied and reappropriated over several years.

In 2019, the city secured \$85,000 for the SR 532 flood berm and bike/ped path. In 2020 the firm helped secure a direct appropriation of \$500,000 for Viking Way phase one. Over the 2020-21 period the firm helped secure \$448,000 for the Port Susan Trail project.

Strategies 360 also keeps the mayor and city staff apprised of proposed legislation. This ensures that any legislative with potential negative impacts to the city are known well in advance. The city is frequently able to weigh in on potentially damaging legislation before it receives support from the city's legislative representatives. The city is also able to support beneficial legislation such as absorbing Transportation Benefit Districts.

### **FISCAL IMPACT**

The maximum amount of this contract is \$60,000. Funding for the Government Relations contract would be split between the Street and Drainage operating funds as they are the focus of our legislative efforts at this time.

### **COUNCIL OPTIONS**

1. Authorize the Mayor to sign a contract with Strategies 360 not to exceed \$60,000.
2. Do not authorize the Mayor to sign a contract with Strategies 360. Direct staff to continue to seek funding for the projects during the 2024 legislative session using in-house resources.
3. Refer this to the Public Works Committee for further discussion.

### **RECOMMENDED MOTIONS**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH STRATEGIES 360 NOT TO EXCEED \$60,000.**

## ATTACHMENT A

### REINSTATEMENT AND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF STANWOOD AND STRATEGIES 360, INC. DATED NOVEMBER 3, 2022

WHEREAS, under the terms of the original Agreement, the Parties had the option to extend the terms; and,

WHEREAS, the City of Stanwood has benefited from the services rendered by Strategies 360, Inc.; and,

WHEREAS, the Parties wish to extend the Agreement, but it has since expired and must be reinstated.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **Reinstatement of the Agreement.** The Agreement between the City of Stanwood and Strategies 360, Inc. expired on October 31, 2023. This Amendment reinstates all of the terms of the original Agreement and nullifies the October 31, 2023 expiration date in the original Agreement.
2. **Extension of the Agreement.** The City of Stanwood and Strategies 360, Inc. agree that the Agreement should be extended until December 31, 2024. The Parties may agree to extend the Agreement further by additional Amendment.
3. **Severability.**
  - a) If a court of competent jurisdiction holds any part, term, or provision of this Amendment to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Amendment did not contain the particular provision held to be invalid.
  - b) If any provision of this Amendment is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

IN WITNESS THEREOF, the City of Stanwood has caused this Amendment to the Agreement dated November 3, 2022 to be executed by its Mayor, and Strategies 360, Inc. has caused this Amendment to be executed by its \_\_\_\_\_, each of whom have authority to bind their respective entities.

CITY OF STANWOOD:

STRATEGIES 360, INC.:

\_\_\_\_\_  
Sid Roberts, Mayor Date

\_\_\_\_\_  
xxx Date

Approved as to form:

\_\_\_\_\_  
Nikki Thompson, City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF STANWOOD, WASHINGTON  
AND STRATEGIES 360, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Strategies 360, Inc., a Washington State corporation ("Consultant").

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services on **State Government Relations and Lobbying and Stakeholder Services** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on November 1, 2022, and shall terminate at midnight, October 31, 2023. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

RD No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State

retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

d. **Public Records Requests.**  
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

### III.7 INSURANCE.

a. **Insurance Term**  
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**  
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1). Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**  
Consultant shall maintain the following insurance limits:

(1) Comprehensive General Liability. \$2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to

contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

l. **Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit B:

N/A

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c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### ARTICLE IV. OBLIGATIONS OF THE CITY

##### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$60,000.00 (sixty thousand dollars and no cents)** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. Given the nature of the events and work described in Exhibit A, the Consultant has indicated that progress payments are not appropriate and make it difficult for Consultant to make the necessary plans and preparation to complete the Work. The Consultant has, therefore, requested the City make payment in advance and has guaranteed that should the work and services described in Exhibit A not occur, the Consultant shall remit to the City all fund received. Based upon this promise and guarantee, and the fact that the Consultant is a community partner and a known entity, the City is willing to make payment in full upon execution of this Agreement. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

##### IV.2 CITY APPROVAL.

Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

##### IV.3 MAINTENANCE/INSPECTION OF RECORDS.

The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted

accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **IV.4 Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

### **ARTICLE V. GENERAL**

**V.1 NOTICES.** Notices shall be sent to the following address:

To City:

Shawn Smith, City Administrator  
City of Stanwood  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292  
(360) 629-2181

To Contractor:

Ron Dotzauer, CEO  
Strategies 360, Inc.  
1505 Westlake Ave. N, Suite 1000  
Seattle, WA 98109  
(206) 282-1990

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

**V.2 TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

**V.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**V.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**V.5 SEVERABILITY**

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

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

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 3<sup>rd</sup> day of November, 2022.

**CITY OF STANWOOD**

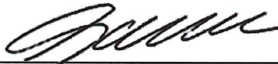
By



Shawn Smith, City Administrator

**STRATEGIES 360**

By



Ron Dotzauer, CEO

Approved as to form:



Nikki Thompson, City Attorney

Attachments:

Exhibit A – Scope of Services

## **Exhibit A**

### **Scope of Services**

- Work with City Leadership to develop and fine tune legislative priorities.
- Monitor and represent the City on issues consistent with legislative priorities.
- Work with the Mayor, City Manager and City Council to experience full benefits of advocacy trips to the legislature in Olympia and legislative advocacy days.
- Strategize and advocate for legislation and other policies consistent with City goals and objectives.
- Schedule advocacy trips for the City leadership team and accompany the team to legislative, committee, and state agency staff meetings.
- Create a 2023 legislative priorities leave-behind document.
- Participate and advocate with stakeholders in any relevant weekly lobby meetings with legislative and committee leadership.
- Set up meetings with policy makers in the Office of Financial Management and the Governor's office, as needed.
- Research and monitor legislative issues from relevant state agencies. This includes developing positions and responses and representing the City at legislative hearings or agency meetings as needed.
- Regularly meet with appropriate legislators on the Local Government, Transportation and Capital Budget, and appropriate committees, state agency representatives, legislative staffers, and other stakeholders to advance City goals and interests.
- S360 staff will communicate regularly with the City Manager and others (as needed) on pending budget appropriations, legislation, and other state funding through weekly written reports, emails, and conference calls. S360 reporting can include a regular status call, if desired.
- Add on Federal Relations services as needed.



# CITY OF STANWOOD

2023 LEGISLATIVE SERVICES PROPOSAL

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PROPOSED BY PAUL BERENDT





September 26, 2022

Sid Roberts, Mayor  
Shawn Smith, City Manager  
City of Stanwood  
10220 270<sup>th</sup>  
Stanwood WA 98292

Dear Mayor Roberts and City Manager Smith,

Thank you for the opportunity to present our proposal for state legislative lobbying services for the City of Stanwood, Washington. We have included an addendum for Federal lobbying services also.

We have been proud to represent the city of Stanwood over the years. Strategies 360 is committed to providing Stanwood with the consistent, strong, high caliber representation we have provided in the past. The Strategies 360 team offers full-service public affairs and government relations services, and we are eager to serve your needs.

If hired, we anticipate providing government relations service for city, working closely with the Mayor, City Manager and other members of the city administration and government. We shall work with the city to develop a strong legislative agenda including but not limited to working on priority policy matters developed by the city, monitoring legislative issues to identify impactful bills appearing before the legislature, and securing transportation and capital budget funding. In addition to lobbying, deliverables would also include providing guidance and advocacy to the city, monitoring relevant state agencies, and working with other important stakeholders.

We are excited about the possibility of working with Stanwood to advance the City's goals. It is anticipated that the legislative process will necessitate the motivation and engagement of broader community stakeholders. S360 is well-versed at engaging community partners, building coalitions, and working with diverse allies to deliver results.

In closing, we want to work for you! We are confident our team is the right partner for you, and we look forward to having the opportunity to work with you. Thank you for your consideration.

Sincerely,

*The Strategies 360 Team*

## **ABOUT STRATEGIES 360**

Strategies 360 (S360) is a comprehensive lobbying, public affairs and creative services firm founded on the principle that public policy, stakeholder engagement and strategic communications are closely intertwined. Having worked for members of Congress, Governors, legislators, mayors, public research firms, creative agencies and media outlets, our team has unmatched expertise in government relations, communications, grassroots efforts, public policy and strategic positioning campaigns.

We recognize that to meet legislative goals for the City of Stanwood, the city must be positioned correctly with relevant legislators, state agencies, and stakeholders. This requires the establishment of strong relationships with key influencers and developing resonant, persuasive, and compelling messaging. This messaging will allow us to expand important relationships with the goal of ensuring that the City's interests and objectives are top of mind in state agencies and at the Washington State Legislature.

## **STRATEGIES 360 CAPABILITIES & APPROACH TO GOVERNMENT RELATIONS**

Our team of effective and experienced government relations professionals are among the best in Olympia and throughout the State of Washington. We are experienced, connected, and we know Washington State. We propose providing the City of Stanwood with government relations reach in Washington to include the following services:

- Work with City Leadership to develop and fine tune legislative priorities.
- Monitor and represent the City on issues consistent with legislative priorities.
- Work with the Mayor, City Manager and City Council to experience full benefits of advocacy trips to the legislature in Olympia and legislative advocacy days.
- Strategize and advocate for legislation and other policies consistent with City goals and objectives.
- Schedule advocacy trips for the City leadership team and accompany the team to legislative, committee, and state agency staff meetings.
- Create a 2023 legislative priorities leave-behind document.
- Participate and advocate with stakeholders in any relevant weekly lobby meetings with legislative and committee leadership.
- Set up meetings with policy makers in the Office of Financial Management and the Governor's office, as needed.
- Research and monitor legislative issues from relevant state agencies. This includes developing positions and responses and representing the City at legislative hearings or agency meetings as needed.
- Regularly meet with appropriate legislators on the Local Government, Transportation and Capital Budget, and appropriate committees, state agency representatives, legislative staffers, and other stakeholders to advance City goals and interests.
- S360 staff will communicate regularly with the City Manager and others (as needed) on pending budget appropriations, legislation, and other state funding through weekly written reports, emails, and conference calls. S360 reporting can include a regular status call, if desired.

## **EXPERIENCE:**

S360 has an office in Olympia, just off the Capitol campus, and maintains a staff of three experienced lobbyists during the legislative session. Having multiple staff in Olympia during session allows Strategies 360 to cover multiple meetings and legislative hearings at the same time, and to provide adequate staffing backstops for every client. S360 consultants are well versed in Washington's political landscape and the complexities of the legislative process. Our political reach and influence with Governor Inslee, and the executive agencies he oversees, is very strong. S360 also has considerable experience, knowledge, and background in working on City issues having worked on housing, criminal justice, transportation and local government issues.

S360's legislative team specializes in government affairs, and we are leaders in the field with a proven track record of success. Our team can make the right connections to shape policy, solve problems, inform the public, and build the right environment for success. We have assembled a team with deep knowledge of issues facing businesses, municipalities, workers, and organizations across the State of Washington.

S360 lobbyists are well-versed in securing budget funds, and local government policy. S360's government relations team has been involved in these specific policy wins and funding measures, helping to secure budget appropriations, pass legislation, and kill hostile legislation relating to various issues:

## **THE S360 TEAM**

**Note: S360 has hired an experienced Olympia lobbyist, Kelsey Hulse, who will begin with S360 on October 17<sup>th</sup>. We envision Hulse being a key part of the Stanwood lobbying team.**



**Paul Berendt**

**EXECUTIVE VICE PRESIDENT**

**SIXTEEN YEARS OF PROFESSIONAL LOBBYING EXPERIENCE**

Paul Berendt focuses on state and federal policy objectives and is part of a team of professionals who specialize in coupling traditional lobbying with outreach and new persuasion strategies. For the past nine years, Paul has been instrumental in guiding legislation and regulatory actions successfully through the process both in Olympia and Washington DC. He has helped secure millions of dollars in funding for municipal and non-profit clients. His strong working knowledge of the processes and strategies necessary for success in the current political environment in our state and federal capitols are central to client success.

Paul joined Strategies 360 after serving six successful terms as chairman of the Washington State Democratic Party, where he was nationally recognized for winning political campaigns and the development of innovative

strategies. Paul uses both traditional lobbying and new techniques designed to generate public support through the recruitment of strong voices into the public debate.

Over the past thirty years, Paul Berendt has developed an extensive network of national, state, and local leaders. His ability to build bridges between diverse groups and entities is unparalleled. Paul holds a Bachelor of Art's Degree from the Evergreen State College in Olympia.



## Aya Samman

**PUBLIC AFFAIRS & GOVERNMENT RELATIONS MANAGER**

**FOUR YEARS OF PROFESSIONAL LOBBYING EXPERIENCE**

Aya is a communications specialist with international experience in non-profit management and philanthropy. She is part of the Washington Government Relations team, working on clients' policy priorities and representing them in Olympia during legislative sessions.

Before joining S360, Aya worked as project manager at the University of Washington Evans School's Accelerating Social Transformation program – a unique experiential learning accelerator that exposes social-sector professionals to the nexus of social impact and exponential technologies.

Having lived most of her life in the Middle East, Aya's international background gives her a unique perspective in her role as Public Affairs Coordinator. Motivated by the Arab Spring and Syrian Revolution, Aya received her BA in Communications & Arabic Studies from DePaul University in Chicago, followed by her MPA from the Evans School of Public Policy at the University of Washington.

## 2022 WASHINGTON LEGISLATIVE CLIENT LOBBYING EFFORTS AND WINS

- **City of Arlington**
  - \$278,000 secured in the capital budget for the city's Smokey Point Park.
- **City of Marysville**
  - Secured appropriation for I-5/NB Marine View Dr to SR 529 of 10,771 (dollars in thousands) in 21-23 and 30,579 in the 16-year total.
  - Additionally, 5,000 was secured for Grove Street Overcrossing in 21-23 and 500,000 for 156th Street Railroad Overcrossing in the 16-year Transportation Package total.
- **City of Monroe**
  - \$10m secured in the 'Move Ahead WA' transportation package for SR 522.
- **C-TRAN**
  - \$5m secured in the 'Move Ahead WA' transportation package for the Highway 99 Bus Rapid Transit (BRT) project.
- **Housing Providers**
  - Helped defeat HB 1904 – legislation that would put onerous regulations on housing providers to adequately rent market rate units.
- **Block, Inc.**
  - Helped pass SB 5544 – legislation that establishes a state blockchain workgroup.
- **AMR / Washington Ambulance Association**
  - Lobbied for and attained favorable language for Ground Ambulance in HB 1688, major Balanced Billing legislation.
  - Won passage of significant legislation authorizing provisional licenses for EMT's and Paramedics / amended onto HB 1893 broadening EMT and Paramedic authority in the State of Washington.
- **Agrib Beef**
  - Lobbied for and obtained an extension in current favorable policies governing the Livestock Identification program (SB 5624).
- **Comprehensive Healthcare**
  - Secured \$1,020,000 in capital funding for their new Goldendale facility that will provide greater mental health access to a very underserved community in Eastern Washington.
- **Fourfront Contributor**

Comprised of the four largest Community Behavioral Health Orgs in the state of Washington:

  - CCBHC Funding / Study - We were instrumental in advocating for funding for a study of the Comprehensive Community Behavioral Health Care Model (CCBHC). The final Operating Budget included the full \$600,000 for the biennium CCBHC study.
  - Lobbied for a Medicaid rate increase - A 7% increases for Community Behavioral Health Providers starting January 1, 2023.
  - Lobbied for Stopgap funding for Medicaid clients - The legislature funded 100M to providers by need rather than by percentage of utilization.
- **Modification in Use of Force Legislation HB 1735**
  - Multiple clients request modification in use of force legislation passed last year. We successfully advocated for clarifying language that would solve the confusion amongst officers, BHO's, Paramedics and EMT's.
- **Tulalip Tribes**
  - Successfully ran, and lobbied SB 5694, recognizing Indian tribes as among the governmental entities with which the department of corrections may enter into agreements on matters to include the housing of inmates convicted in tribal court, on behalf of Tulalip.

- Successfully advocated for HB 1753, concerning tribal consultation regarding the use of certain funding authorized by the climate commitment act; and HB 1717, concerning tribal participation in planning under the growth management act.
- **Washington Poison Center**
  - Successfully secured \$225,000 in 2023 supplemental operating budget, working to secure this funding for 2023-2024 biennium.

## **2021 WASHINGTON LEGISLATIVE CLIENT LOBBYING EFFORTS AND WINS**

- **Willapa Grays Harbor Oyster Growers Association** - We successfully obtained **\$1.4 Million** for the extension of an Integrated Pest management process funded through the Department of Agriculture needed to identify a means to eliminate the Burrowing Shrimp in Willapa Bay.
- **Housing Providers Coalition** – We were instrumental in making improvements to SB 5160, legislation that is the offramp to the Governor’s longstanding **eviction moratorium**. We played an instrumental role in increasing the cap on the landlord mitigation fund from \$5k up to \$15k in the legislation. We were also successful in our advocacy for ending the Governor’s eviction moratorium on June 30 of 2021.
- **Compass Health** - Won an appropriation of **\$14,000,000** for Compass Health for the construction of the Broadway Redevelopment project which will result in upgraded Behavioral Health Services in NW Washington. This is a major investment for behavioral health facilities in the region.
- **Washington Farm Communities Coalition** - Agribusiness - S360 led the Public Affairs campaign for modifications in **SB 5172**, the Agriculture Wage Overtime bill. The bill phases in over three years the level of hours in which overtime pay is implemented. The bill also creates a “Safe Harbor” under which farmers will not be held liable for back wages when they were following the law. *The bill was hailed as a big success by both labor and farm interests.*
- **Jefferson County** - The Port Hadlock Sewage Treatment facility received **\$20,175,000** in Capital Budget funds. This fully funds a project S360 has been working on for over ten years.
- **Tulalip Tribes** –We lobbied on behalf of Tulalip for the **Fare Start Act (HB 1213)**, and **funding for early learning**. Advocated for consultation clauses on many bills. Advocated for historic **HB 1372** - "Replacing the Marcus Whitman statue in the national statutory hall collection with a statue of Billy Frank Jr."
- **AMR / Washington Ambulance Association** - S360 lobbied and kept a hostile Balanced Billing bill from being introduced in the legislature that would have been punitive to **AMR and the Ambulance industry**.
- **Instacart** - Derailed an effort by the Senate Transportation committee to establish a **new tax on Grocery deliveries** impacting our client **Instacart** to fund transportation spending.
- **City of Marysville** – S360 secured **\$515,000** in funding for Marysville’s trail connector. This funds the Centennial **Trail Connector** via Bayview **Trail** project that will extend the recently constructed Bayview **Trail** within Marysville, to connect to the regional Centennial Trail located throughout Snohomish County.
- **City of Arlington** – S360 secured **\$750,000** in the Operating Budget for the city’s mobile integrated health pilot program. We also secured **\$372,000** in the Capital Budget for the Arlington Innovation Center. S360 also brought forward and **passed HB 1386** – a top priority for Marysville

and Arlington giving those communities the ability to grant a local property tax exemption set to expire in 2022. This legislation will help drive jobs industrial/manufacturing jobs to the region.

- **City of Monroe** - We secured **\$361,000** in the Capital Budget for the Monroe ECEAP Facility. We also worked successfully to get **an amendment** adopted on HB 1054 (police tactics bill) to continue the use of **mine resistant ambush protected vehicles** (MRAPs). The City's police department owns and operates this type of vehicle.
- **City of Stanwood** – Obtained **\$742,000** in Capital funding for Stanwood's Port Susan Trail.
- **League of Education Voters** - Conducted a successful virtual **Special Ed Day** for the **League of Education Voters** and Investing in Student Potential at the legislature.
- **PacificSource Health Plans** – S360 successfully helped to **defeat all new health care taxes** that would have negatively impacted health insurers. This includes a covered lives tax on health carriers, and other taxes discussed.
- **Fourfront Contributor** (formerly Behavioral Health Northwest) – Heavily lobbied **HB 1196** – concerning audio-only telemedicine and **HB 1477** – implementing the national 988 system to enhance and expand behavioral health crisis response and suicide prevention services. Both Bills passed. Built stronger relationships with legislators as a collective, increased name recognition for FC in Olympia, established FC as thought leaders for behavioral health policy, received overwhelming support for long term allowance of telehealth, and received a small increase potential to Medicaid reimbursement.
- **Washington Poison Center** – successfully secured **\$1,000,000** in the 21-23 operating budget for our client. Conducted a strong set of advocacy meetings to highlight WAPC's good work and programming to help secure funding for the client.
- **American Cruise and American Steamboat** - S360 was instrumental in moving the Governor of the State of Washington to establish a sailing protocol for river tours on the Columbia and Snake Rivers. Tours will be allowed to operate under strict protocols starting on May 15.
- **NextStep** - Launched NextStep to provide **online CNA training** in the State of Washington. Helped them with difficult regulators and their media launch.

## **S360 Olympia - Client list: We have no known conflict of interests with City of Stanwood policy objectives.**

**DECLARATION OF CONFLICT:** AT THE TIME OF SUBMITTAL, THE S360 TEAM DOES NOT ANTICIPATE ANY CONFLICTS WITH THE CITY OF STANWOOD AND CURRENT S360 CLIENTS. S360 HAS ALSO COMPLETED A FIRM-WIDE CONFLICT CHECK WHICH DID NOT YIELD ANY OTHER CONCERNS.

It should be noted that we have found having diverse clients strengthens our ability to deliver for all of our clients. If your client base is too narrow – you end up having to go to the same legislators over and over again. Having diverse clients means you are working with all members of the legislature and are developing greater contacts and relationships.

Clients who have been under contract in the past year:

- **Agribeeef** (Beef Industry)
- **American Medical Response** (Emergency Services)
- **Block** (Financial Transactions/ Tech)
- **City of Arlington**
- **City of Monroe**
- **City of Marysville**
- **City of Olympia** (Communications services only – no lobbying)
- **Compass Health** (Behavioral Health)
- **Comprehensive Healthcare** (Behavioral Health)
- **Consumer Direct Care Network** (Communications only)
- **C-Tran** (Transit)
- **Epic Asset Management** (Housing provider)
- **Fourfront Contributor** (Behavioral Health)
- **Goodman Real Estate** (Housing provider)
- **Grant County PUD**
- **Ideal Options** (Drug & alcohol treatment)
- **Instacart**
- **Jefferson County**
- **Lucid Motors**
- **Maximus** (Not Lobbying)
- **Neiders Corp.** (Housing provider)
- **NORPAC** (Paper manufacturing)
- **Pacific Source** (Insurance)
- **Puget Sound Energy** (Community Affairs / not lobbying)
- **Rational 360** (Technology – Not Lobbying)
- **Southpoint** (Housing provider)
- **Tulalips Tribes**
- **WA Poison Center**
- **WA Ambulance Association**

## **PUBLIC AGENCY REFERENCES**

- MONTE REINDERS, P.E.  
JEFFERSON COUNTY PUBLIC WORKS DIRECTOR / COUNTY ENGINEER  
623 Sheridan Street, Port Townsend, WA 98368  
(360) 385-9242  
[Mreinders@Co.Jefferson.Wa.Us](mailto:Mreinders@Co.Jefferson.Wa.Us)
- BARB TOLBERT  
MAYOR, CITY OF ARLINGTON  
238 N OLYMPIC AVENUE, ARLINGTON, WA 98223  
(360) 403-3442  
[BTOLBERT@ARLINGTONWA.GOV](mailto:BTOLBERT@ARLINGTONWA.GOV)
- Gloria Hirashima, ICMA-CM, AICP  
Chief Administrative Officer, City Of Marysville  
1049 State Ave, Marysville, WA 98270  
360-363-8088  
[Ghirashima@Marysvillewa.Gov](mailto:Ghirashima@Marysvillewa.Gov)

## **BUDGET**

For the scope of work outlined, we propose an initial 12-month engagement that would last from October 1<sup>st</sup>, 2022, through September 30<sup>th</sup> of 2023. This would be a contract through the 2023 legislative session for consulting services. As a firm-wide practice, any approved expenses will be billed separately.

S360 assumes that the major focus of this work will consist of government relations services at the State Government level. We propose providing lobbying services in the State of Washington for \$2000 per month.

Our state Government Relations fee (Option #1) schedule is a monthly retainer which is inclusive of state lobbying and stakeholder outreach.

Our federal lobbying proposal (Option #2) is designed to sharply focus on intermittent work before Congress. This is an optional add on.

### **Option #1 – State Government Relations**

| <b><u>EXPENSE CATEGORY</u></b>                                   | <b><u>TIMELINE</u></b>               | <b><u>BUDGET</u></b>       |
|------------------------------------------------------------------|--------------------------------------|----------------------------|
| State Government Relations and Lobbying, Stakeholder development | October 1, 2022 – September 30, 2023 | <b>\$2000.00 Per Month</b> |

### **Option #2 Add on – Federal Relations**

| <b><u>EXPENSE CATEGORY</u></b>                                                                | <b><u>TIMELINE</u></b>                                                                                                           | <b><u>BUDGET</u></b>                                             |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Federal Lobbying Services – including working federal funding and Earmarks for appropriations | October 1, 2022 – September 30, 2023 – Billing will be capped at 12 hours per month, unless more work is authorized by the city. | <b>\$250.00 per hour<br/>Detailed billing from Washington DC</b> |

## **FEDERAL LOBBYING SERVICES**

S360 assumes that activity at the federal level will be limited, targeted and intermittent. We propose adding federal lobbying services at a rate of \$250 per hour. We would cap that activity at 10 hours per month – unless authorized to do work more hours by our client.

Federal work will include lobbying the State of Washington federal delegation for project funding for Stanwood and setting up meetings with city officials and federal representatives on an as needed basis.

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## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 10

**DATE:** Monday, November 20, 2023

**SUBJECT:** Mid-Biennium Budget Adjustment

**CONTACT PERSON:** David A. Hammond, Finance Director

**ATTACHMENT:** A - Ordinance 1526: 2023-24 Mid-Biennium Budget Adjustment

**REFERENCE** [2023-2024 Operating & Capital Budget Book Amendment 2](#)

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### **PURPOSE**

The issue before council is to review mid-biennium budget updates, conduct a public hearing, and consider first reading of Ordinance 1526 – 2023-2024 Mid-Biennium Budget Amendment.

### **RECOMMENDATION**

Review staff recommended amendments and approve first reading of Ordinance 1526 - Mid-Biennium Budget Adjustment.

### **SUMMARY STATEMENT**

This report provides staff recommended mid-biennium adjustments to the 2023-2024 budget. In a typical biennium, the statutorily required mid-biennium adjustment would stay relatively high level, focusing on significant differences, rather than a detailed review and adjustment of every budgetary line item. However, staff encountered difficulty putting this amendment into the new budgeting software and reconciling to the existing budget, which required adjustment of a significant number of line items. Further the capital program changes between 2023, 2024 and 2025 required adjustment of numerous funds and revisions to planned fund transfers. Finally, the budget software was incapable of an automated method to implement the 2024 cost of living increase.

The recommended changes include items that have been authorized by council, such as cost of living increases agreed to in collective bargaining agreements, changes approved in the 2024-2029 Capital Improvement Plan update approved by the city council on October 26, 2023. Other significant changes include the purchase of NEOGov Human Resources Software, approved by council on Oct. 26, 2023, and an updated 2024 vehicle purchase request list. Further, the biennial revenues were adjusted when estimates for 2023 differed significantly from actual, such as interest earnings, higher insurance costs

and lower salaries and benefits due to vacant positions in 2023. Details of all changes are available in the Digital Budget Book referenced and linked from page one.

Table one below summarizes changes by fund, and a discussion of individual fund changes is provided the following pages.

Table One: Summary of changes by fund

| Fund Name                        | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue<br>Modifications | 2023-24<br>Expenditure<br>Modifications |
|----------------------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------------|
| General Fund                     | \$ 6,420,478          | \$ 3,055,167                | \$ 258,266                          | -\$ 422,873                             |
| Street Operating                 | \$ 310,817            | \$ 202,748                  | \$ 27,642                           | \$ 8,617                                |
| Street Impact Fees               | \$ 984,791            | \$ 69,791                   | \$ 68,522                           | \$ 402,080                              |
| Street Capital                   | \$ 555,161            | \$ 32,293                   | \$ 320,775                          | \$ 796,098                              |
| Park & Trail Capital             | \$ 1,718,765          | \$ 463,975                  | -\$ 1,000,848                       | \$ 782,502                              |
| Park Impact Fees                 | \$ 95,294             | \$ 186,334                  | \$ 48,960                           | \$ 0                                    |
| Equipment Reserve                | \$ 656,076            | \$ 499,897                  | -\$ 9,565                           | \$ 149,281                              |
| Transportation Benefit Fund      | \$ 470,300            | \$ 5,300                    | \$ 93,233                           | \$ 98,755                               |
| Contingency                      | \$ 478,354            | \$ 624,354                  | -\$ 40,000                          | \$ 0                                    |
| Building Improvement Fund        | \$ 2,817,537          | \$ 3,333,329                | \$ 621,724                          | \$ 895,932                              |
| Tourism And Promotion            | \$ 48,537             | \$ 34,037                   | \$ 0                                | \$ 0                                    |
| REET 1: Capital Improvements     | \$ 1,337,379          | \$ 152,379                  | -\$ 107,000                         | -\$ 200,000                             |
| REET 2 - Growth Management       | \$ 1,247,636          | \$ 58,636                   | -\$ 101,000                         | -\$ 72,280                              |
| Debt Service Fund                | \$ 21,036             | \$ 0                        | \$ 0                                | \$ 0                                    |
| Sewer Operating                  | \$ 1,508,657          | \$ 1,414,005                | \$ 52,400                           | \$ 51,088                               |
| Sewer Capital                    | \$ 4,618,037          | \$ 1,638,896                | -\$ 4,739,366                       | -\$ 4,159,025                           |
| Sewer Plant Investment           | \$ 518,739            | \$ 48,739                   | \$ 4,960                            | \$ 0                                    |
| Sewer Equipment Reserve          | \$ 772,114            | \$ 616,845                  | -\$ 24,000                          | \$ 16,309                               |
| Drainage Operating               | \$ 507,333            | \$ 856,406                  | -\$ 29,040                          | \$ 428,870                              |
| Drainage Capital                 | \$ 3,935,629          | \$ 1,248,449                | -\$ 4,816,800                       | -\$ 6,177,410                           |
| Drainage Plant Investment        | \$ 209,131            | \$ 85,891                   | \$ 32,740                           | \$ 0                                    |
| Drainage Equipment Reserve       | \$ 380,488            | \$ 464,190                  | \$ 5,400                            | -\$ 26,400                              |
| Water Operating                  | \$ 1,140,615          | \$ 842,419                  | \$ 380,899                          | \$ 417,206                              |
| Water Capital                    | \$ 2,295,245          | \$ 1,674,336                | \$ 164,907                          | \$ 1,123,416                            |
| Cedar Home Plant Investment Fees | \$ 331,652            | \$ 325,552                  | \$ 0                                | \$ 0                                    |
| Water Plant Investment Fees      | \$ 1,074,827          | \$ 604,827                  | \$ 420,000                          | \$ 0                                    |
| Water Equipment Reserve          | \$ 438,919            | \$ 454,519                  | \$ 6,400                            | \$ 87,000                               |
| <b>Total Funds</b>               | <b>\$ 34,893,547</b>  | <b>\$ 18,993,314</b>        | <b>-\$ 8,360,791</b>                | <b>-\$ 5,800,834</b>                    |

\*Note: Beginning balances have been adjusted to reflect actual 2022 ending balance which were not available at the time the current 2023-2024 budget was adopted.

## **RECOMMENDED MOTION**

**I MOVE TO APPROVE FIRST READING OF ORDINANCE 1526 AMENDING THE 2023-2024 BUDGET AS PRESENTED**

## **DISCUSSION**

RCW 35A.34 governs the mid-biennial adjustment process for optional municipal code cities. These statutes require the City to hold public hearings on the mid-biennial adjustment prior to adoption of the budget adjustment ordinance. Specifically, RCW 35A.34.130 states “The budget modification shall be by ordinance approved in the same manner as are other ordinances of the city.” The following assumptions were used to assist with the 2023-2024 mid-biennial adjustment:

- All reserves are fully funded, including the General Fund operating reserve, utility funds operating reserves, and the Contingency Reserve
- New construction estimated at \$36 million in 2023
- June over June Consumer Price Index (CPI-U West—Size Class B/C) is 3.6%
- Current interest earnings average 3.26% with a weighted duration of 1.56 years.

For the mid-biennial adjustment process, requests were received and are outlined below. These items are presented now based on available resources and to provide greater assistance to the city now and as we grow in the future.

- As discussed at the October 12, 2023 Council Workshop, staff propose to combine two currently vacant positions (Communications Manager and Economic Development & Marketing Manager) and add a new Financial Analyst
- Construction Fund appropriations and transfers to align with the updated six-year CIP
- True up interest earnings based on current and projected rates
- Revise insurance expenses based on updated information from WCIA
- Adjusted salary and benefits across all funds to align with CBA’s and CPI-U June over June increase of 3.6% and benefits costs based on actual or projected costs
- Corrected budgeted line items for 2021 debt issuance affecting utility funds.
- Decreased contribution to Contingency Fund that is statutorily capped based on Appraised value, which declined for tax year 2024.

General Fund/Street Fund:

Updated with revised revenue estimates, salary and benefits and purchase of NeoGov.

| Fund Name        | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue | 2023-24<br>Expenditure |
|------------------|-----------------------|-----------------------------|--------------------|------------------------|
|                  |                       |                             | Modifications      | Modifications          |
| General Fund     | \$ 6,420,478          | \$ 3,055,167                | \$ 258,266         | -\$ 422,873            |
| Street Operating | \$ 310,817            | \$ 202,748                  | \$ 27,642          | \$ 8,617               |

## **Impact Fees/Plant Investment Fees/REET Funds and Transportation Benefit Fund**

Updated with revised revenue estimates, transfers to finance changes to the 2024-2029 Capital Improvement Plan.

| Fund Name                        | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue<br>Modifications | 2023-24<br>Expenditure<br>Modifications |
|----------------------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------------|
|                                  |                       |                             |                                     |                                         |
| Street Impact Fees               | \$ 984,791            | \$ 69,791                   | \$ 68,522                           | \$ 402,080                              |
| Park Impact Fees                 | \$ 95,294             | \$ 186,334                  | \$ 48,960                           | \$ 0                                    |
| Transportation Benefit Fund      | \$ 470,300            | \$ 5,300                    | \$ 93,233                           | \$ 98,755                               |
| REET 1: Capital Improvements     | \$ 1,337,379          | \$ 152,379                  | -\$ 107,000                         | -\$ 200,000                             |
| REET 2 - Growth Management       | \$ 1,247,636          | \$ 58,636                   | -\$ 101,000                         | -\$ 72,280                              |
| Sewer Plant Investment           | \$ 518,739            | \$ 48,739                   | \$ 4,960                            | \$ 0                                    |
| Drainage Plant Investment        | \$ 209,131            | \$ 85,891                   | \$ 32,740                           | \$ 0                                    |
| Cedar Home Plant Investment Fees | \$ 331,652            | \$ 325,552                  | \$ 0                                | \$ 0                                    |
| Water Plant Investment Fees      | \$ 1,074,827          | \$ 604,827                  | \$ 420,000                          | \$ 0                                    |

## **Capital Funds**

The changes to capital funds were primarily to adjust the timing of major projects, such as the Skagit Bay Dike, the Wasterwater Plant Biosolid Processing upgrade and the IS4 projects. The Viking Way Phase Two Construction estimate increased by \$1.1 million and council authorized \$500,000 to design a solution for the SR532 & 64<sup>th</sup> Ave. intersection. Additionally, council authorized \$300,000 in 2024 to begin establishing GIS data layers in the utilities. Increases Heritage Park, Hamilton Park and Johnson Farm, which are partially offset by grant funding.

| Fund Name                 | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue<br>Modifications | 2023-24<br>Expenditure<br>Modifications |
|---------------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------------|
|                           |                       |                             |                                     |                                         |
| Street Capital            | \$ 555,161            | \$ 32,293                   | \$ 320,775                          | \$ 796,098                              |
| Park & Trail Capital      | \$ 1,718,765          | \$ 463,975                  | -\$ 1,000,848                       | \$ 782,502                              |
| Building Improvement Fund | \$ 2,817,537          | \$ 3,333,329                | \$ 621,724                          | \$ 895,932                              |
| Sewer Capital             | \$ 4,618,037          | \$ 1,638,896                | -\$ 4,739,366                       | -\$ 4,159,025                           |
| Drainage Capital          | \$ 3,935,629          | \$ 1,248,449                | -\$ 4,816,800                       | -\$ 6,177,410                           |
| Water Capital             | \$ 2,295,245          | \$ 1,674,336                | \$ 164,907                          | \$ 1,123,416                            |

## **Vehicle & Equipment Replacement Funds**

| Fund Name                  | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue<br>Modifications | 2023-24<br>Expenditure<br>Modifications |
|----------------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------------|
|                            |                       |                             |                                     |                                         |
| Equipment Reserve-General  | \$ 656,076            | \$ 499,897                  | -\$ 9,565                           | \$ 149,281                              |
| Sewer Equipment Reserve    | \$ 772,114            | \$ 616,845                  | -\$ 24,000                          | \$ 16,309                               |
| Drainage Equipment Reserve | \$ 380,488            | \$ 464,190                  | \$ 5,400                            | -\$ 26,400                              |
| Water Equipment Reserve    | \$ 438,919            | \$ 454,519                  | \$ 6,400                            | \$ 87,000                               |

Purchase of two vehicles and four significant equipment items, summarized in the chart below.

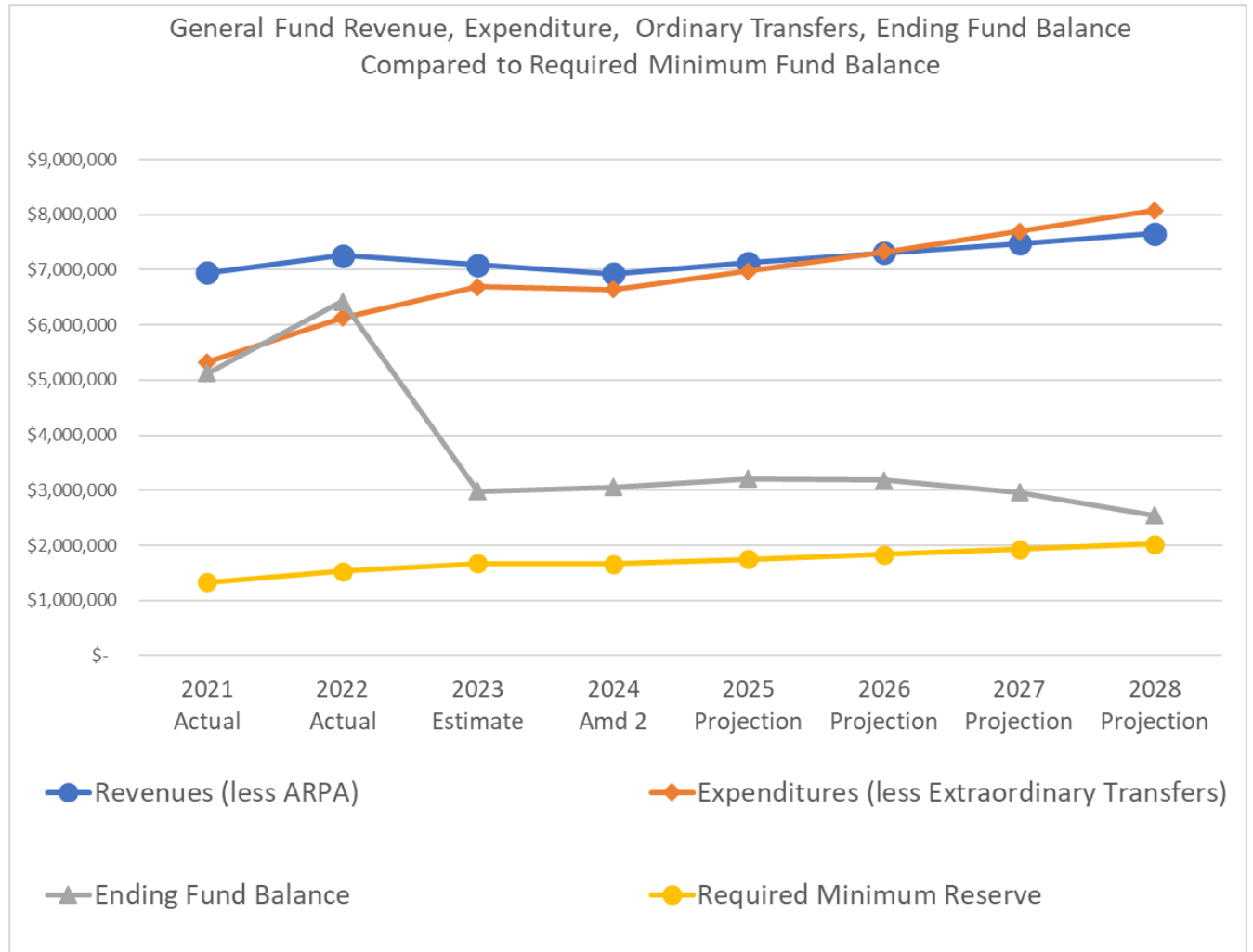
| Item being replaced                  | Year<br>Purchased | Replacement<br>Cost |
|--------------------------------------|-------------------|---------------------|
| 2002 GMC Sonoma (replace with Gator) | 2002              | \$ 60,000           |
| Portable Generator (trailer)         | 1999              | \$ 125,000          |
| 2004 Ford F350                       | 2004              | \$ 87,000           |
| Chipper - Brush Bandit Model 90      | 1993              | \$ 52,000           |
| Mower - 1993 Jacobson HR 511         | unkown            | \$ 90,000           |
| Sidewalk grinder                     | unkown            | \$ 7,000            |
| Total                                |                   | \$ 421,000          |

## **Utility Operating Funds**

The significant drivers of changes to the utility funds were cost of living and allocation changes to salary and benefits, revision to revenue estimates based on 2023 actuals, and adjustment to fuel and supply costs.

| Fund Name          | Beginning*<br>2023 FB | 2024 Ending<br>Fund Balance | 2023-24<br>Revenue<br>Modifications | 2023-24<br>Expenditure<br>Modifications |
|--------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------------|
|                    |                       |                             |                                     |                                         |
| Sewer Operating    | \$ 1,508,657          | \$ 1,414,005                | \$ 52,400                           | \$ 51,088                               |
| Drainage Operating | \$ 507,333            | \$ 856,406                  | -\$ 29,040                          | \$ 428,870                              |
| Water Operating    | \$ 1,140,615          | \$ 842,419                  | \$ 380,899                          | \$ 417,206                              |

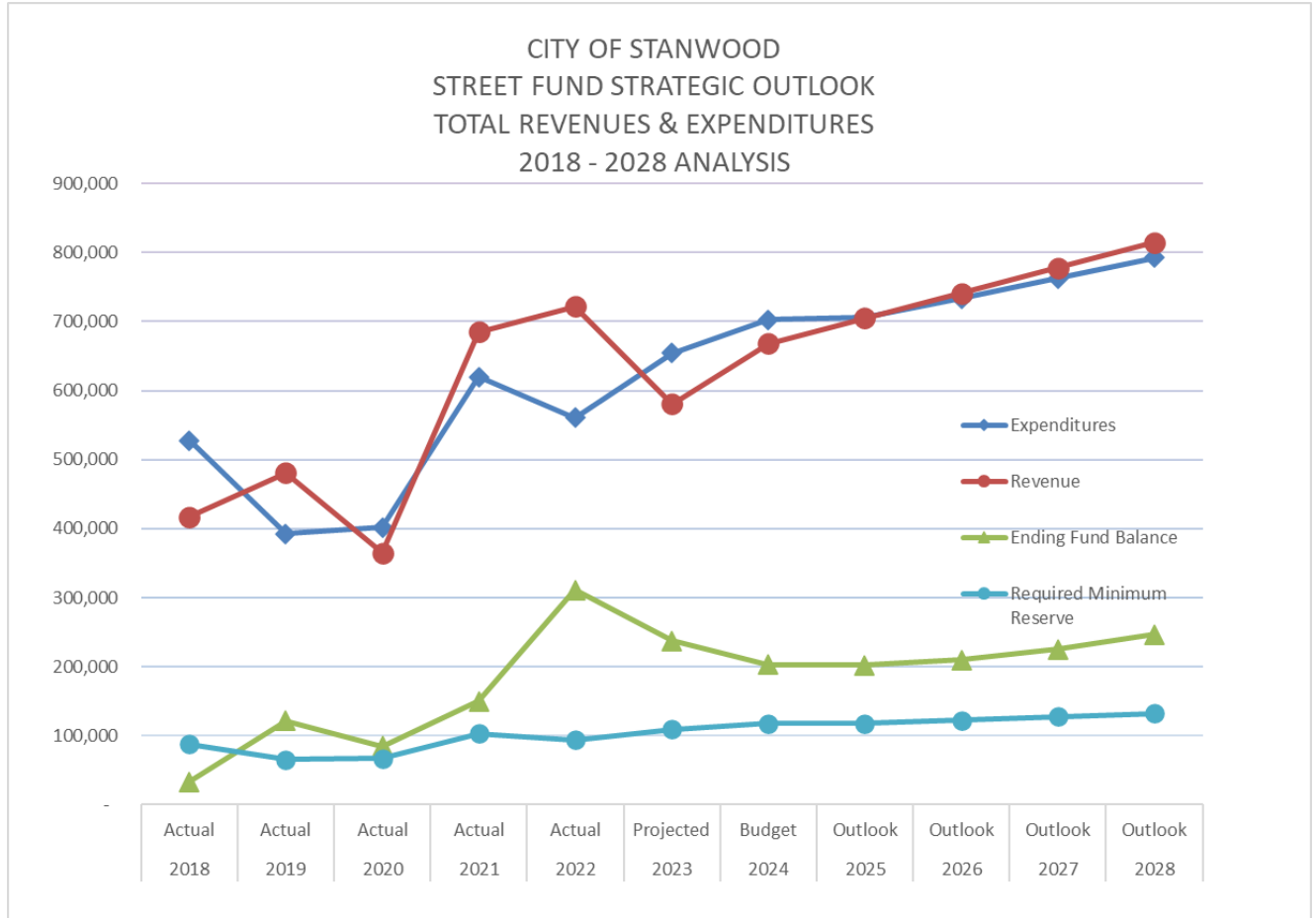
## Updated General Fund Strategic Outlook



## **Data supporting Updated General Fund Strategic Outlook**

|                                  | 2021<br>Actual | 2022<br>Actual | 2023<br>Estimate | 2024<br>Amd 2 |
|----------------------------------|----------------|----------------|------------------|---------------|
| Beginning Fund Balance           | \$ 4,428,700   | \$ 5,123,512   | \$ 6,420,478     | \$ 2,978,056  |
| General Fund Revenue             |                |                |                  |               |
| Property tax                     | \$ 1,826,734   | \$ 1,939,484   | \$ 2,032,948     | \$ 2,111,593  |
| Sales tax                        | \$ 2,523,757   | \$ 2,582,845   | \$ 2,456,184     | \$ 2,453,800  |
| Utility tax                      | \$ 1,176,351   | \$ 1,383,659   | \$ 1,372,020     | \$ 1,355,144  |
| Licenses & permits               | \$ 510,985     | \$ 438,551     | \$ 481,052       | \$ 376,514    |
| Charges for Services             | \$ 388,009     | \$ 508,862     | \$ 397,911       | \$ 274,911    |
| State pass-through               | \$ 1,398,640   | \$ 1,364,795   | \$ 245,572       | \$ 245,572    |
| Fines & Misc.                    | \$ 139,941     | \$ 58,890      | \$ 105,806       | \$ 105,891    |
|                                  | \$ 7,964,417   | \$ 8,277,086   | \$ 7,091,493     | \$ 6,923,425  |
| Less: ARPA                       | \$ 1,018,070   | \$ 1,018,070   |                  |               |
|                                  | \$ 6,946,347   | \$ 7,259,016   | \$ 7,091,493     | \$ 6,923,425  |
| General Fund Expenditure         | 2021           | 2022           | 2023             | 2024          |
| Operating Expenditures:          |                |                |                  |               |
| Salaries and Wages               | \$ 1,352,689   | \$ 1,444,022   | \$ 1,669,882     | \$ 1,705,114  |
| Personnel Benefits               | \$ 520,807     | \$ 563,665     | \$ 692,750       | \$ 638,957    |
| Supplies                         | \$ 39,088      | \$ 69,859      | \$ 69,927        | \$ 60,759     |
| Services                         | \$ 375,417     | \$ 698,077     | \$ 506,000       | \$ 533,742    |
| Professional Services            | \$ 447,904     | \$ 659,508     | \$ 750,000       | \$ 540,985    |
| Public Safety Services Contracts | \$ 1,982,424   | \$ 2,000,246   | \$ 2,229,191     | \$ 2,463,807  |
| Capital                          | \$ 13,500      | \$ 10,400      | \$ 25,000        | \$ 26,250     |
| Operating Subtotal               | \$ 4,731,829   | \$ 5,445,777   | \$ 5,942,750     | \$ 5,969,614  |
| Transfers Out:                   |                |                |                  |               |
| Streets                          | \$ 300,000     | \$ 340,000     | \$ 370,000       | \$ 400,000    |
| Equipment                        | \$ 110,710     | \$ 90,343      | \$ 80,165        | \$ 47,500     |
| Tourism                          | \$ 43,750      | \$ 105,000     | \$ 80,000        | \$ 80,000     |
| Contingency                      | \$ 34,313      | \$ 50,000      | \$ 111,000       | \$ 40,000     |
| Water (Hydrant Reimb.)           | \$ 100,000     | \$ 100,000     | \$ 110,000       | \$ 109,200    |
| Ordinary Transfers Out Subtotal  | \$ 588,773     | \$ 685,343     | \$ 751,165       | \$ 676,700    |
| Operating and Ordinary Transfers | \$ 5,320,602   | \$ 6,131,120   | \$ 6,693,915     | \$ 6,646,314  |
| Extraordinary Transfers          | 2021           | 2022           | 2023             | 2024          |
| Floodwall                        |                | \$ 564,000     | \$ 150,000       |               |
| Street Construction              |                | \$ 285,000     | \$ 1,190,000     | \$ 200,000    |
| Parks Construction               | \$ 449,003     |                | \$ 1,500,000     |               |
| Facilities Capital               | \$ 1,500,000   |                | \$ 1,000,000     |               |
| Transfers Out Total              | \$ 2,537,776   | \$ 1,534,343   | \$ 4,591,165     | \$ 876,700    |
| Total Expenditures               | \$ 7,269,605   | \$ 6,980,120   | \$ 10,533,915    | \$ 6,846,314  |
| Ending Fund Balance              | \$ 5,123,512   | \$ 6,420,478   | \$ 2,978,056     | \$ 3,055,167  |
| Required Minimum Reserve         | \$ 1,330,151   | \$ 1,532,780   | \$ 1,673,479     | \$ 1,661,579  |

## Updated Street Fund Strategic Outlook



## Data supporting Updated Street Fund Strategic Outlook

STRATEGIC OUTLOOK  
STREET OPERATING FUND  
CITY OF STANWOOD  
TOTAL REVENUES & EXPENDITURES  
2018 - 2028 ANALYSIS

|                                | 2018      | 2019    | 2020     | 2021    | 2022    | 2023      | 2024     | 2025     | 2026     | 2027     | 2028     |
|--------------------------------|-----------|---------|----------|---------|---------|-----------|----------|----------|----------|----------|----------|
|                                | Actual    | Actual  | Actual   | Actual  | Actual  | Projected | Budget   | Outlook  | Outlook  | Outlook  | Outlook  |
| <b>Beginning Fund Balances</b> | 143,818   | 33,231  | 121,222  | 84,587  | 149,313 | 310,817   | 237,114  | 202,748  | 201,919  | 209,674  | 225,016  |
| <b><u>Revenue</u></b>          |           |         |          |         |         |           |          |          |          |          |          |
| Property Taxes                 | 202,365   | 227,184 | 141,503  | -       | -       | -         | -        | -        | -        | -        | 1        |
| Street Maintenance Fee         | 19,491    | 18,369  | 20,454   | 19,131  | 20,043  | 27,000    | 27,810   | 28,644   | 29,504   | 30,389   | 31,300   |
| Multimodal Transportation      | 9,555     | 9,462   | 9,570    | 9,731   | 10,511  | 11,000    | 11,110   | 11,443   | 11,787   | 12,140   | 12,504   |
| Mvft Unrestricted Fuel Tax     | 148,652   | 144,100 | 129,312  | 138,319 | 149,793 | 161,500   | 163,115  | 168,008  | 173,049  | 178,240  | 183,587  |
| Miscellaneous Revenues         | 1,709     | 20,403  | 1,461    | 17,440  | 1,327   | 10,862    | 6,190    | 6,376    | 6,567    | 6,764    | 6,967    |
| Transfers                      | 35,000    | 61,200  | 62,730   | 500,000 | 540,000 | 370,000   | 460,000  | 490,000  | 520,000  | 550,000  | 580,000  |
| <b>Total Revenues</b>          | 416,771   | 480,718 | 365,030  | 684,620 | 721,674 | 580,362   | 668,225  | 704,472  | 740,906  | 777,533  | 814,360  |
| Revenue Growth / (Decline)     | -98.5%    | 15.3%   | -24.1%   | 87.6%   | 5.4%    | -19.6%    | 15.1%    | 5.4%     | 5.2%     | 4.9%     | 4.7%     |
| <b><u>Expenditures</u></b>     |           |         |          |         |         |           |          |          |          |          |          |
| Labor                          | 148,497   | 149,000 | 166,110  | 266,170 | 138,142 | 213,866   | 243,427  | 254,381  | 265,828  | 277,791  | 290,291  |
| Benefits                       | 63,851    | 64,828  | 70,432   | 102,442 | 106,208 | 119,265   | 128,315  | 134,731  | 141,467  | 148,541  | 155,968  |
| Supplies                       | 32,242    | 28,234  | 30,559   | 28,750  | 82,201  | 73,404    | 60,592   | 62,713   | 64,908   | 67,179   | 69,531   |
| Services                       | 129,612   | 150,664 | 134,565  | 140,725 | 165,762 | 165,030   | 206,257  | 213,476  | 220,948  | 228,681  | 236,685  |
| Equipment reserve              | 153,156   | -       | -        | 81,280  | 67,857  | 82,500    | 64,000   | 40,000   | 40,000   | 40,000   | 40,001   |
| <b>Total Expenses</b>          | 527,358   | 392,726 | 401,666  | 619,367 | 560,170 | 654,065   | 702,591  | 705,301  | 733,151  | 762,192  | 792,475  |
| Expense Growth / (Decline)     |           | -25.5%  | 2.3%     | 54.2%   | -9.6%   | 16.8%     | 7.4%     | 0.4%     | 3.9%     | 4.0%     | 4.0%     |
| Change in Ending Fund Balance  | (110,587) | 87,992  | (36,636) | 65,253  | 161,504 | (73,703)  | (34,366) | (829)    | 7,755    | 15,342   | 21,885   |
| Anticipated Under-Expenditure  | -         | -       |          |         |         | (9,811)   | (10,539) | (10,580) | (10,997) | (11,433) | (11,887) |
| <b>Ending Fund Balance</b>     | 33,231    | 121,222 | 84,587   | 149,840 | 310,817 | 237,114   | 202,748  | 201,919  | 209,674  | 225,016  | 246,900  |
| Required Minimum Reserve       | 88,069    | 65,585  | 67,078   | 103,434 | 93,548  | 109,229   | 117,333  | 117,785  | 122,436  | 127,286  | 132,343  |

**CITY OF STANWOOD**  
**Stanwood, Washington**

**ORDINANCE 1526**

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING  
ORDINANCE 1511 RELATING TO THE 2023-2024 BUDGET**

**WHEREAS**, the City previously adopted the 2023 - 2024 biennial budget on December 8, 2022, pursuant to Ordinance 1509; on January 12, 2023 pursuant to Ordinance 1511; and

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

**WHEREAS**, during the October 26, 2023 City Council workshop meeting the City Council expressed approval for a new full time position, Finance Analyst, replacing the former Economic Development & Marketing Manager;

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

**Section 1.** Ordinance No. 1511 is hereby amended to reflect the total of 2023-2024 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Exhibit A.

**Section 2.** A new full-time position, Finance Analyst, is authorized, replacing the former Economic Development & Marketing Manager, which position will not be filled for the remainder of the budget period. The Finance Analyst is authorized at the same salary range as the City Clerk.

**Section 3.** Except as provided herein, all provisions of Ordinance 1511 shall remain in full force and effect unchanged.

ADOPTED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF STANWOOD

\_\_\_\_\_  
Sid Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nikki Thompson, City Attorney

| Fund Name                    | Beginning*<br>2023 FB | Projected<br>Revenues | Projected<br>Expenditures | 2024<br>Beginning<br>Fund Balance | Revenues             | Expenditures         | 2024 Ending<br>Fund Balance |
|------------------------------|-----------------------|-----------------------|---------------------------|-----------------------------------|----------------------|----------------------|-----------------------------|
|                              |                       | 2023                  | 2023                      |                                   | 2024                 | 2024                 |                             |
| General Fund                 | \$ 6,420,478          | 7,091,493             | 10,533,915                | 2,978,056                         | 6,923,425            | 6,818,902            | \$ 3,082,579                |
| Street Operating             | \$ 310,817            | 580,362               | 654,065                   | 237,114                           | 668,225              | 702,591              | \$ 202,748                  |
| Street Impact Fees           | \$ 984,791            | 100,000               | 605,000                   | 479,791                           | 50,000               | 460,000              | \$ 69,791                   |
| Street Construction          | \$ 555,161            | 4,072,264             | 2,832,388                 | 1,795,037                         | 3,002,000            | 4,764,000            | \$ 33,037                   |
| Park & Trail Improvement     | \$ 1,718,765          | 2,912,812             | 2,939,502                 | 1,692,075                         | 1,742,900            | 2,971,000            | \$ 463,975                  |
| Park Impact Fees             | \$ 95,294             | 120,000               | 50,000                    | 165,294                           | 71,040               | 50,000               | \$ 186,334                  |
| Equipment Reserve-General    | \$ 656,076            | 178,000               | 302,579                   | 531,497                           | 136,400              | 168,000              | \$ 499,897                  |
| Transportation Benefit Fund  | \$ 470,300            | 520,000               | 800,000                   | 190,300                           | 550,000              | 735,000              | \$ 5,300                    |
| Contingency                  | \$ 478,354            | 142,000               | 0                         | 620,354                           | 4,000                | 0                    | \$ 624,354                  |
| Building Improvement Fund    | \$ 2,817,537          | 1,806,724             | 830,464                   | 3,793,797                         | 495,000              | 955,468              | \$ 3,333,329                |
| Tourism And Promotion        | \$ 48,537             | 91,000                | 102,000                   | 37,537                            | 96,000               | 99,500               | \$ 34,037                   |
| REET 1: Capital Improvements | \$ 1,337,379          | 280,000               | 800,000                   | 817,379                           | 135,000              | 800,000              | \$ 152,379                  |
| REET 2 - Growth Management   | \$ 1,247,636          | 280,000               | 1,200,000                 | 327,636                           | 131,000              | 400,000              | \$ 58,636                   |
| Debt Service Fund            | \$ 21,036             | 0                     | 21,036                    | 0                                 |                      | 0                    | \$ 0                        |
| Sewer Operating              | \$ 1,508,657          | 3,104,084             | 3,233,989                 | 1,378,752                         | 3,159,259            | 3,187,626            | \$ 1,350,385                |
| Sewer Construction           | \$ 4,618,037          | 923,834               | 1,017,975                 | 4,523,896                         | 323,000              | 3,208,000            | \$ 1,638,896                |
| Sewer Plant Investment       | \$ 518,739            | 30,000                | 500,000                   | 48,739                            | 30,000               | 30,000               | \$ 48,739                   |
| Sewer Equipment Reserve      | \$ 772,114            | 146,000               | 240,309                   | 677,805                           | 64,040               | 125,000              | \$ 616,845                  |
| Drainage Operating           | \$ 507,333            | 1,549,640             | 1,267,783                 | 789,190                           | 1,708,004            | 1,647,388            | \$ 849,806                  |
| Drainage Construction        | \$ 3,935,629          | 757,200               | 371,590                   | 4,321,239                         | 1,682,210            | 4,755,000            | \$ 1,248,449                |
| Drainage Plant Investment    | \$ 209,131            | 90,000                | 200,500                   | 98,631                            | 57,260               | 70,000               | \$ 85,891                   |
| Drainage Equipment Reserve   | \$ 380,488            | 70,000                | 24,898                    | 425,590                           | 79,600               | 41,000               | \$ 464,190                  |
| Water Operating              | \$ 1,140,615          | 2,658,923             | 2,778,022                 | 1,021,516                         | 2,743,240            | 2,973,138            | \$ 791,618                  |
| Water Construction           | \$ 2,295,245          | 1,332,507             | 415,416                   | 3,212,336                         | 570,000              | 2,108,000            | \$ 1,674,336                |
| <b>Total Funds</b>           | <b>\$ 34,893,547</b>  | <b>\$ 29,388,943</b>  | <b>\$ 32,595,431</b>      | <b>31,687,059</b>                 | <b>\$ 24,530,303</b> | <b>\$ 37,316,913</b> | <b>\$ 18,900,449</b>        |

\*Note: Beginning balances have been adjusted to reflect actual 2022 ending balance which were not available at the time the current 2023-2024 budget was adopted.



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

**ITEM NUMBER:** 11a  
**DATE:** Monday, November 20, 2023  
**SUBJECT:** Field Use Policy and Guidelines  
**CONTACT PERSON:** Carly Ruacho, Parks Planning Manager  
**ATTACHMENTS:** A – Proposed Field Use Policy and Guidelines  
B – Park Fee Comparison  
C – Proposed City Fees  
D – Resolution 2023-17

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**PURPOSE**

The issue in front of the City Council is to adopt Resolution 2023-17, City of Stanwood Parks Department Field Use Policy and Guidelines.

**BACKGROUND**

The City's main goal is to provide fair access to all local sports groups while considering the needs of the youth sport community. For several years the city has run into a problem with the current field reservation policy. Teams with a higher allocation priority have overbooked the fields and then cancelled, which has left City fields sitting empty during the busiest sports seasons. The city then loses revenue that helps to keep our fields maintained, and teams who needed field time but were turned away because they were booked had to travel outside the city to use other fields. The problem is happening particularly during the spring baseball season. By changing the allocation field process, it will help city staff be able to allocate fields in a more fair and equitable way.

City staff also propose to increase the field use fees. The fee changes discussed in this staff report will be included in the consolidated Fee & Charge Schedule that will be presented to council on December 14th. The city's field use fees have not increased since 2013. The City reviewed fees of Arlington, Burlington, Marysville, Stanwood Camano School District, Lynden, and Snohomish County. As you will see in Attachment B, some of the comparable cities have turf fields and the fees are a lot higher. The City of Stanwood only has grass fields. The fee range for grass fields charged by comparable cities range from \$4.00 per hour to \$25.00 per hour. The City has proposed to increase the fees by \$3.00 per hour across all fields and user groups. The field use fees are used to maintain the sports fields. (See Attachment A Section 19 for proposed fee chart).

To streamline the reservation process, the City will be moving to an online reservation system. Implementing an online reservation system will streamline the reservation process, making it easier for teams to schedule fields, as well as quickly see what fields are available.

City staff are proposing changes to the current policy and guidelines to ensure that all teams, whether residential open enrollment or residential select organizations have fair and equal access to field scheduling, to lessen the field cancelations that leave the fields empty. Below is a list of the proposed changes to the policy and guidelines.

1. Fields must be paid at the time of scheduling them online. This will help with the slow process of issuing city invoices and keeping track of who has paid. Having to pay at the time of reservation will hopefully help eliminate the overbooking field use slots by teams.
2. Refunds will only be issued if the field reservation is canceled 30+ days in advance, the current policy is 20 days in advance. Extending this date to 30 days will allow more time for the field to be booked by other user groups.
3. Allocation Priorities:

| CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PROPOSED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Church Creek Park</b> - resident = Stanwood Camano School District Boundaries</p> <p><b>Heritage Park</b> - resident = Snohomish County Residents including Camano Island</p> <ol style="list-style-type: none"> <li>a. <b>Resident Recreational Youth</b> – Non-profit groups serving youth must have open enrollment and open participation of all ability levels, i.e. SCJAA, recreational soccerleagues, recreational Little League, recreational lacrosse leagues, etc.</li> <li>b. <b>Resident Select Youth</b> – Non-profit groups serving youth, who do not have open participation of all ability levels.</li> <li>c. <b>Resident Adult Leagues</b></li> <li>d. <b>Non-resident Leagues</b> – groups with majority of members outside the City's identified boundaries.</li> <li>e. <b>Commercial Groups or For-profit Organizations</b></li> </ol> <p>If two groups are equal, historical identified needs or use will be used as a factor when determining priority.</p> | <p><b>Church Creek Park</b> - resident = Stanwood Camano School District Boundaries</p> <p><b>Heritage Park</b> - resident = Snohomish County Residents including Camano Island</p> <ol style="list-style-type: none"> <li>a. <b>Non-Profit Youth Sports Groups</b>- 75% group majority of members must be residents.</li> <li>b. <b>Resident Adult Leagues</b>- 75% group majority of members must be residents.</li> <li>c. <b>Non-resident Leagues</b> – groups with less than 75% of members outside the City's identified boundaries.</li> <li>d. <b>Commercial Groups or For-profit Organizations</b></li> </ol> <p>If two groups are equal, the reservation will be based on first come first served basis. Excluding <b>Baseball/Softball</b>.</p> |

4. Each user group shall appoint one contact person for communication and scheduling online purposes. Informal communications between Parks staff and members of the user groups, other than the designated representative, shall be regarded as informal discussions and are not considered binding agreements.
5. Added Section 11: Baseball/Softball Field Allocation during March 1 – July 1: will now be as follows: This will be a new process for Spring baseball/softball season to ensure fair scheduling and a streamlined process. All other field time will be open yearly and open to first come first serve.

| CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PROPOSED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The current allocation gives priority to Residential Recreation Youth Teams. Having this be the priority allowed for the organization with the top priority to overschedule the use of the fields.</p> <p>Payment Due Dates: All field use fees are due, in full, Thirty [30] days prior to the start of scheduled field use unless otherwise negotiated with the City. Any refunds/credits, because of field closures, will be processed at the end of the organization's scheduled use.</p> | <p>Changing the Allocation Priorities: this will still require that 75% of all players are Stanwood/Camano residents.</p> <p>Parks Manager reviewing the field request forms prior to the Spring Season and allocating fields and or field days and times to each organization. Giving the organization scheduling start and end dates to make online reservations. After this date the fields open to first come first serve.</p> <p>Payments must be made online at the time of reservation.</p> <p>Cancelations and requests for refunds will only be issued if requested 30+ days in advance.</p> |

### Charging for Parking:

| CURRENT                       | PROPOSED                                                                                                       |
|-------------------------------|----------------------------------------------------------------------------------------------------------------|
| Nothing in the current policy | <p><b>Charging Parking Fees</b></p> <p>No organization can charge for parking in a city owned parking lot.</p> |

**Concessions:**

| CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Sale of concessions at City Athletic Fields requires advanced approval and is subject to fees based on percentage of sales or another negotiated schedule.</p> <p>Organizations that intend to sell concessions must contact the Parks Department at 360-629- 9781. Concessions include, but are not limited to, food, beverages, T-shirt sales, souvenirs, programs, etc. Concession permits must be requested ten business days in advance of the event.</p> <p>All concessions must meet Snohomish County health requirements and appropriate health permits must be obtained in advance.</p> <p>A \$100 refundable damage/clean up deposit will be required of all organizations selling concessions. Deposit shall be paid at the time the concession permit is requested.</p> | <p><b>Sale of concessions at City Athletic Fields by for profit groups:</b> Concessions include, but are not limited to, food, beverages, T-shirt sales, souvenirs, programs, etc. Concession permits must be requested ten business days in advance of the event. Requires advanced approval and is subject to fees based on percentage of sales or another negotiated schedule. If you intend to sell concession and are a for profit group, you must contact the Parks Department at (360) 629-9781.</p> <p><b>Snohomish County Health Requirements:</b> All concessions must meet Snohomish County health requirements and appropriate health permits must be obtained in advance.</p> <p><b>Sale of concessions at City Athletic Fields for organization fundraisers:</b> Concessions include, but are not limited to, food, beverages, T-shirt sales, souvenirs, programs, etc. Concession permits must be requested ten business days in advance of the event.</p> <p><b>Snohomish County Health Requirements:</b> All concessions must meet Snohomish County health requirements and appropriate health permits must be obtained in advance.</p> |

**Insurance:** the insurance was updated per the City Attorney request.

| CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PROPOSED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Renters must submit a Certificate of Insurance AND Endorsement [form CG20 11] naming the City of Stanwood as an additionally insured ten business days prior to scheduled field use. General liability limits must be at least \$1,000,000 per occurrence. The Certificate shall also include a 30-day cancellation notice provided to the City. Failure to provide acceptable insurance coverage will result in the denial of field request or forfeiture of any scheduled field use. | <b>Insurance Requirements:</b> Renters must submit a Certificate of Insurance AND Endorsement [form CG20 11] naming the City of Stanwood as an additionally insured ten business days prior to scheduled field use. General liability limits must be at least \$1,000,000 per occurrence. The Certificate shall also include a 30-day cancellation notice provided to the City. Failure to provide acceptable insurance coverage will result in the denial of field request or forfeiture of any scheduled field use without a refund.<br>Renters are required to maintain Participant Liability and Liability Insurance for persons using city fields under the applicant's sponsorship. General liability limits must be at least \$1,000,000 per occurrence. Proof of such insurance in the form of a Certificate of Insurance with the city named as an Additional Insured is required before the Field Use Agreement can be approved. An additional Insured Certificate naming the City of Stanwood as an additional insured can be obtained through your insurance provider. If you are an individual applying for use of city fields, you can obtain the necessary certificate through your homeowner's insurance provider. |

**FEES and CHARGES Fees:**

| CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PROPOSED                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <p>Fees and charges are assessed for the use of City Athletic Fields to help partially offset maintenance and operational costs.</p> <p>Payment Due Dates: All field use fees are due, in full, Thirty [30] days prior to the start of scheduled field use unless otherwise negotiated with the City. Any refunds/credits, because of field closures, will be processed at the end of the organization's scheduled use. Failure to make payments by specified due date may result in termination of approved permit(s).</p> <p>Groups requesting fields for individual events must pay in full at the time of request.</p> <p>Organizations charging admissions at any City Athletic Field must notify the Department ten [10] business days prior to the scheduled event and will be charged 10 percent of the gross income received in addition to any admission taxes the city may require. The organization will be required to provide a financial record of the event five business days after the completion of the event.</p> <p>Cancellation Fees: A 20 day notice is required to receive a cancellation credit at the end of the use permit.</p> | <p><b>See section 19 of attachment A</b></p> |

**COMMITTEE AND COMMUNITY REVIEW**

The City sent an email to organization coaches who currently use the sports fields asking for feedback on the changes. The city received positive support. The city received back 5 responses.

1. Possibly having specific times and days that would be only reserved for practices and games.

**City Response:** This would only be needed during the Spring baseball season. How the proposed allocation will be set up, will allow for each organization to decide if they want to implement this for their organization on the fields that the city designates to them.

2. Having a Facebook page, email group, or something to notify the public and teams when fields are open and available for use. This would be helpful for them to be aware of cancellations, as well as get the notice out of field closures due to weather.

**City Response:** there will be more discussion between the organizations and the city regarding the implementation of this.

3. Didn't understand how the city would be allocating fields. (Directed to section 11)

**City Response:** the allocation of fields will be based on the information provided to the city on the Facility Use Allocation Form that needs to be submitted to the city. The Parks Manager will determine an equitable number of fields, field time, or number of days that organization will be allowed to reserve during the designated scheduling period prior to the slots being open to first come first serve.

4. Agreed with having one point of contact for each organization, felt it would streamline the process.

**City Response:** City agrees this will avoid a lot of miscommunications

5. Checks and balances- found some linking errors and has suggestions on formatting

**City Response:** The city will be adding links to the policy that will take them to the online reservations. The online reservation system is still under construction so links are not available at this time.

6. Parking- did not mention if it was allowed around the field. For example, are coaches allowed to drive in and park near the heritage fields?

**City Response:** Coaches are allowed to drive to reserved fields so long as there no driving on grassy area. Players, parents, and spectators shall park in the designated parking lot.

7. Field closure information- it is written to make it seem like it is the responsibility of the user to check for field closures.

**City Response:** The City added; "If a field is reserved the city will notify the organization designee via email."

8. Will we be allocated more than one field?

**City Response:** This will be based off the allocation forms received from all organizations wanting to use the fields during the spring season March 1- July 1. All other field reservations will be booked online and first come first serve.

9. Again, due to the varied base paths, we can't be limited to just one field. Will little league be given priority with registration?

**City Response:** The baseball/Softball fields at Heritage Park are universal now to accomodate different age groups. Refer to the table below.

|                                                                  |          |                                               |                                |                                                                                                                |                              |
|------------------------------------------------------------------|----------|-----------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------|
| Heritage Park<br>9600 276 <sup>th</sup> Street<br>Stanwood 98292 | Field #1 | Baseball and<br>Softball<br><br>Grass Infield | Universal<br>60'<br>70'<br>90' | Removable<br>Pitching Mound                                                                                    | Home plate to fence<br>382ft |
|                                                                  |          |                                               |                                |                                                                                                                |                              |
|                                                                  | Field #2 | Baseball and<br>Softball<br><br>Grass Infield | Universal<br>60'<br>65'<br>70' | Bring your own<br>temp. mound.<br>You are<br>responsible for<br>removing the<br>mound after<br>each field use. | Home plate to fence<br>392ft |
|                                                                  | Field #3 | Baseball and<br>Softball<br><br>Infield Mix   | Universal<br>60'<br>70'<br>90' | Bring your own<br>temp. mound.<br>You are<br>responsible for<br>removing the<br>mound after<br>each field use. | Home plate to fence<br>382ft |

10. An online system sounds good, but will it really be fair?

**City Response:** The Parks Manager and designees will be reviewing all of the allocation forms that are received for the Spring Season March 1-July 1. They will take everything listed on the allocation form into consideration when assigning fields to each organization.

11. Last season we noticed that certain fields were scheduled in a way that didn't best suit all organizations. Practice times could have been 4 - 5:30, 5:30 until close. Some fields only had one team per day due to how they picked their times. Fields are at a premium, time slots must be divided equally between leagues. Eventually, when the fields have lights more practice slots and game slots will open up. Too late to give up dugouts for this?

**City Response:** The city will be taking the time slots into consideration.

The proposed Field Use Policies and Guidelines were reviewed by the Parks Trails Advisory Committee and the Public Works Committee. The park fees were not reviewed by a committee.

### **FINANCIAL IMPACT**

No financial impact

### **CITY COUNCIL OPTIONS**

Option 1: Adopt Resolution 2023-17, City of Stanwood Parks Department Field Use Policy & Guidelines.

Option 2: Do not adopt. Direct staff to areas of concern.

### **RECOMMENDED MOTION**

**I MOVE TO ADOPT RESOLUTION 2023-17 CITY OF STANWOOD PARKS  
DEPARTMENT FIELD USE POLICY AND GUIDELINES**



# **FIELD USE POLICY & GUIDELINES**

Contains City Field Use Policies and Guidelines That  
Must be Followed By Anyone Renting City Sports Fields



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## Section 1: Purpose

Manage City of Stanwood Athletic Fields in a manner to assure equitable distribution, achieve maximum use of facilities by the public, and when necessary, to protect the fields from damage by overuse.

## Section 2: Non-Discrimination Policy

The City of Stanwood shall not discriminate in the use of City Park and Recreation facilities based on race, creed, color, national origin, sexual orientation, sex, honorably discharged veteran or military status, status as a mother breastfeeding her child, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. In addition, neither the City nor a third party receiving a lease or permit from the City shall discriminate based on sex in the operation, conduct, or administration of community athletic programs.

Persons having questions or wishing to file a complaint regarding this policy may contact the Public Works Director at (360) 454-5230. Persons requiring a reasonable accommodation for a disability may contact the City of Stanwood Parks Department at [Park.Reservations@Stanwoodwa.org](mailto:Park.Reservations@Stanwoodwa.org).

**Gender Equity – Fair Play in Community Sports:** Washington State Senate Bill 5967 law requires cities and counties to ensure equal access to sports facilities for all athletes, regardless of sex. A third party receiving a lease or permit from a city, town, county, district, or a school district, for a community athletics program may not discriminate against any person based on sex in the operation, conduct, or administration of community athletics programs for youth or adults.

## Section 3: Definitions

Unless clearly inconsistent with the context in which used, the following definitions will apply in this manual.

**Athletic Field-** means all types of athletic fields including, but not limited to, baseball, pickleball, softball, soccer, football, lacrosse, etc.

**Commercial Groups-** means groups that charge admission and/or participation fees and/or have as a purpose, the generation of income for the host group or individual(s).

**Historical Use-** means organizations who have scheduled athletic fields during the most recent prior season for a particular sport.

**Incidental use-** means non-organized, non-league use with no coach(s) and or officials present. E.g., informal “sand lot / backyard” games among friends or neighborhood children.

**Recreational Programs –** Programs that offer all participants the opportunity to actively participate on a team (no cuts), have no gender requirements and ensure equal play time regardless of skill or ability. The focus of recreational programs is developmental and participatory.

**Independent/Select Programs –** Programs that offer a limited number of participants the opportunity to play. Generally, select teams use try-outs, skill levels, and special invitation to form teams.

**Resident -** The City of Stanwood has identified the following as its boundaries: Church Creek Park = Stanwood Camano School District (SCSD) boundaries and Heritage Park = Snohomish County and Camano Island Residents

**Resident Based Team –** A team that carries a minimum of 70% City Residents on the team (rosters maybe verified).

**Maintenance Staff-** means the City’s Parks Maintenance and Operations Staff.

**Renter** means any entity requesting use of an athletic field whether it is a league, group, organization, association, or individual team.

**Parks Manager-** means the City's Parks Department Manager.

**Tournament-** means a request for a minimum of two fields for one or more consecutive days with an ultimate "winner."

**League/Program/Group-** means the National, State or Local organization which governs or sanctions the sport.

**Youth-** means participants 17 years of age and under.

**Adult-** means participants 18 years of age and over.

## Section 4: General Rules and Regulations

**Scheduling Responsibilities:** The City's Park Department is responsible for the scheduling and maintenance of City Athletic Fields.

**Alcoholic beverages, Marijuana, and illegal drugs:** Alcoholic beverages, including unopened containers, marijuana and illegal drugs are not permitted on City property.

**Smoking and Vaping:** Smoking and Vaping are not allowed on or within 25' of any athletic field, fence, or group seating area.

**Not Allowed on Field:** Gum, wrapped candy, peanuts and sunflower seeds are not allowed on fields, bleachers, or dugouts.

**Unscheduled Use of Fields:** Teams may not use athletic fields unless pre-scheduled.

**Scheduled league games:** will have priority over practices and all other rentals.

**Litter-Garbage Control:** Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators. Park's maintenance staff will monitor, and report abuses of this policy and a clean-up fee will be imposed when excessive maintenance time is needed to clean the area. **Clean Up Fee \$75.00 per hour per employee.**

**Damage:** The organization shall be responsible for expenses incurred by the City in correcting, cleaning, repairing, or replacing any facility or property of the City which was damaged in connection with the activity or event for which the facility was rented.

**Disputes arising from implementation of these policies and procedures:** shall be appealed in writing to the Director of Public Works for resolution.

## Section 5: Field Closure Information

**Inclement Weather:** During periods of inclement weather, the Parks Department may close Athletic Fields as determined by the Maintenance Staff. Closures may also result from poor playing conditions, which could cause hazardous conditions for the public and/or excessive (wear/tear) repair work to bring the field back to playable condition. In the event of a closure, the city will put out "Field Closed" signs, and post on the website. It is the organization's responsibility to obtain field closure information and stay off the fields during those times. If a field is reserved the city will notify the organization designee via email.

Rainout and Field Closures will be posted on the City online field reservation calendar. Closures will be posted by 3:00 PM Monday-Friday.

On occasion, field rainouts may be required at the start of a scheduled game or practice. When this occurs, it is the responsibility of the umpire, referee and or coach to make the field closure determination on location and to notify all participants. If a user group cancels field use due to unsafe playing conditions the group must fill out a Credit Request Form to request the missed time be credited to their account. Credit Request Form must be submitted to [Parks.Reservation@Stanwoodwa.org](mailto:Parks.Reservation@Stanwoodwa.org) within 48 hours of cancelation and will be approved by the Public Works Director before refund is issued.

It is the responsibility of the organization to communicate to coaches and participants if the fields are unplayable, not only during periods of inclement weather, but also when fields are in poor playing condition and/or may cause hazardous playing conditions and/or excessive repair work to bring the field back to playable condition.

Any team or organization that plays on a field that has been officially closed may forfeit current reserved field time as well as future consideration for field use.

After Hours Contact: In case of problems at the fields (sprinkler issues, etc.) contact the Parks Department on-call employee directly at 360-629-9781 press 1 for afterhours emergencies, then press 3 for Parks.

## Section 6: Certificate of Insurance

**Insurance Requirements:** Renters must submit a Certificate of Insurance AND Endorsement [form CG20 11] naming the City of Stanwood as an additionally insured ten business days prior to scheduled field use. General liability limits must be at least \$1,000,000 per occurrence. The Certificate shall also include a 30-day cancellation notice provided to the City. Failure to provide acceptable insurance coverage will result in the denial of field request or forfeiture of any scheduled field use.

Renters are required to maintain Participant Liability and Liability Insurance for persons using city fields under the applicant's sponsorship. General liability limits must be at least \$1,000,000 per occurrence. Proof of such insurance in the form of a Certificate of Insurance with the city named as an Additional Insured is required before the Field Use Agreement can be approved. An additional Insured Certificate naming the City of Stanwood as an additional insured can be obtained through your insurance provider. If you are an individual applying for use of city fields, you can obtain the necessary certificate through your homeowner's insurance provider.

## Section 7: Parking

**Parking Violations:** Cars improperly parked may be towed and violating organizations may forfeit field time. All participants park at their own risk. The City is not responsible for theft or damage to vehicles.

**Parking in Non-Permitted areas:** Organizations will be responsible for the cost to repair grassy areas that are damaged due to improperly parked cars.

**Coaches Parking:** Coaches are allowed to drive to reserved fields so long as there no driving on grassy area. Players, parents, and spectators shall park in the designated parking lot.

## Section 8: Charging Parking Fees

No organization can charge for parking in a city owned parking lot.

## Section 9: Concessions

**Sale of concessions at City Athletic Fields by for profit groups:** Concessions include, but are not limited to, food, beverages, T-shirt sales, souvenirs, programs, etc. Concession permits must be requested ten business days in advance of the event. Requires advanced approval and is subject to fees based on percentage of sales or another negotiated

schedule. If you intend to sell concession and are a for profit group, you must contact the Parks Department at (360) 629-9781.

**Snohomish County Health Requirements:** All concessions must meet Snohomish County health requirements and appropriate healthpermits must be obtained in advance.

**Sale of concessions at City Athletic Fields for organization fundraisers:** Concessions include, but are not limited to, food, beverages, T-shirt sales, souvenirs, programs, etc. Concession permits must be requested ten business days in advance of the event.

**Snohomish County Health Requirements:** All concessions must meet Snohomish County health requirements and appropriate healthpermits must be obtained in advance.

## Section 10: Guidelines and allocating Field

**\*\*\* Excluded Baseball/Softball Fields During March 1-July 1, see section 11**

**Reservation Opening Date:** Online reservations will open by January **1** for that year's field use.

**Field Reservation:** To assure proper scheduling, all reservations must be submitted online.

**Leagues; Tournaments and Sports Camps:** Must be submitted online and be submitted 30 days prior to the event. Failure to do so may result in denial of your request.

**Financial Standing with the City:** The League/Organization/Renter requesting fields must be in good financial standing with the City.

**Canceled Field Time:** All cancelations must be submitted online.

**Refund:** refunds are only issued if field time is canceled 30 days prior to scheduled field use. You must cancel your reservation online. The request will be reviewed and if a refund is approved will be issued within 7-10 business days. See Section 5 for refunds due to field closure or inclement weather.

**Payment:** Full payment must be made online at the time of reservation.

**Insurance:** Insurance certificate must be submitted at the time of reservation. See Section 6 for insurance requirements.

**Concussion Form:** concussion form must be signed at the time of online reservation.

**Facility Use Agreement/Hold Harmless Agreement:** Facility Use Agreement/Hold Harmless Agreement must be signed at the time of online reservation.

**Practice vs. Games Priority:** Games will take priority over practices. The city understands that game schedules are not available till later in the season. Any scheduled practice that falls on a game day, the team practice will be bumped and refunded with a min. 1 week notice. If notice of a game is given less than 1 week from needing use of field the practice will **not** be bumped.

**Denied Request:** The City can deny any field use request.

### Allocation Priorities:

**Church Creek Park** - resident = Stanwood Camano School District Boundaries

**Heritage Park** - resident = Snohomish County Residents including Camano Island

- a. **Non-Profit Youth Sports Groups- 75% group majority of members must be residents.**

- b. **Resident Adult Leagues- 75% group majority of members must be residents.**
- c. **Non-resident Leagues – groups with less than 75% of members outside the City’s identified boundaries.**
- d. **Commercial Groups or For-profit Organizations**

If two groups are equal, the reservation will be based on first come first served basis. Excluding **Baseball/Softball Fields During March 1-July 1, see section 11**

**Priority for Youth Recreational Sports:** during the “Traditional Season” applies.

|                    |                                                   |
|--------------------|---------------------------------------------------|
| Baseball/Softball: | March 1 – July 1 w/post season tournament in July |
| Lacrosse:          | Mid Feb – June 1 w/post season tournament in June |
| Soccer:            | Mid-August – November 1                           |
| Football:          | Mid-August – Mid November                         |

**Failure to adhere:** All organizations must adhere to all policies and procedures set forth in this document. Failure to do so may result in forfeiture of current reserved field time as well as future consideration for field use.

## Section 11: Baseball/Softball Field Allocation during March 1 – July 1

**Field Use Request Form:** any user group wanting to use the baseball/softball fields during this time must email the Parks Department at [Park.Reservations@Stanwoodwa.org](mailto:Park.Reservations@Stanwoodwa.org) prior to **January 1<sup>st</sup>**.

Any organization requesting field use during this time must provide 1 designated contact person per organization. This will be the person who can make the online reservation for you organization.

**Financial Standing with the City:** The League/Organization/Renter requesting fields must be in good financial standing with the City.

**Allocation of Fields:** The Parks Manager will assign specific fields to each user group based on need to organizations who submit a Field Use Form. The Parks Manager may prioritize open enrollment teams when conflicts arise.

Each organization will be responsible for their own allocation of field slots for their organization’s teams.

**Online Reservations:** ALL reservations must be made and paid for online.

**Reservation Opening Date:** Online reservations will open by the **second Friday in January**. Your organization contact person or designee can then go online and reserve any time slots needed on the assigned field. Over booking will not be allowed.

**Reservation Closing Date:** Online reservations for select fields will close the **first business day in February** and will then be open to first come first serve basis.

**Payment:** Full payment must be made online at the time of reservation

**Insurance:** Insurance certificate must be submitted at the time of reservation. See Section 6 for insurance requirements.

**Concussion Form:** concussion form must be signed at the time of online reservation.

**Facility Use Agreement/Hold Harmless Agreement:** Facility Use Agreement/Hold Harmless Agreement must be signed at the time of online reservation.

**Canceled Field Time:** If a time is canceled, the canceled field time is open to ALL on a first come first serve basis.

**Refunds:** refunds are only issued if field time is canceled 30 days prior to scheduled field use. You must cancel your reservation online. The request will be reviewed and if a refund is approved will be issued within 7-10 business days. See Section 5 for refunds due to field closure or inclement weather.

**Practice vs. Games Priority:** Games will take priority over practices. The city understands that game schedules are not available till later in the season. Any scheduled practice that falls on a game day, the team practice will be bumped and if needed refunded with a min. 1 week notice. The bumped practice will be bumped on the organizations designated field first. If notice of a game is given less than 1 week from needing use of field the practice will **not** be bumped.

**Failure to adhere:** All organizations must adhere to all policies and procedures set forth in this document. Failure to do so may result in forfeiture of current reserved field time as well as future consideration for field use.

## Section 12: Organization Contacts

**Contact Person:** Each user group shall appoint one contact person for communication and scheduling online purposes. Informal communications between Parks staff and members of the user groups, other than the designated representative, shall be regarded as informal discussions and are not considered binding agreements.

**Pre-season meetings:** if needed a preseason meeting will be scheduled by the City to discuss the policies and procedures outlined in this guide as well as address any questions or concerns before field use begins. It is mandatory that the designated representative attend this meeting. Failure to attend may result in a delay of the issuing of permits.

The Parks Supervisor may call a scheduling meeting if multiple requests for the same dates, time and fields are made by organizations of the same priority level.

## Section 13: Field Use times

All fields may not begin until 8:00 AM on weekends to allow sufficient time for initial field prep. Exceptions may be made for tournaments, subject to approval by the City.

All field use must be completed by Sunset.

## Section 14: Practices

Priority is given to games over practices.

Individual coaches for any youth organization must contact their organization/field scheduler for practice dates and times.

## Section 15: Tournaments & Sports Camps

**Reservations:** Must be submitted online and be submitted 30 days prior to the event. Failure to do so may result in denial of your request.

**Tournament Deposit:** See Section 21

**Park Open to the Public:** the park will remain open for public use, unless approved by the Public Works Director to be a closed event.

**Payment:** Full payment must be made online at the time of reservation.

**Insurance:** Insurance certificate must be submitted at the time of online reservation. See Section 6 for insurance requirements.

**Concussion Form:** concussion form must be signed at the time of online reservation.

**Facility Use Agreement/Hold Harmless Agreement:** Facility Use Agreement/Hold Harmless Agreement must be signed at the time of online reservation.

**Refunds:** refunds are only issued if field time is canceled 30 days prior to scheduled field use. You must cancel your reservation online. The request will be reviewed and if a refund is approved will be issued within 7-10 business days. See Section 5 for refunds due to field closure or inclement weather.

## Section 16: Special Events

For Special Events please contact Community Development at (360) 629-2181

## Section 17: Maintenance Guidelines

**Field Closures:** City's Park Maintenance Staff will have final say on field playability and safety at City Athletic Fields following inclement weather, field maintenance or any emergencies that may occur.

**NO Field Modifications:** Organizations shall NOT dig ditches, push water, apply foreign materials including soil conditioners or use powered blowers in an attempt to "dry out" a field. Organizations found to be non-compliant with this rule may forfeit current reserved field time as well as future consideration for field use and may be charged for any costs incurred to repair the Athletic Fields.

Organizations shall not make any modifications to City Athletic Fields.

**Cleaning:** Organizations, Tournament and Sports Camp Directors are responsible to ensure the facility is clean after each use, including respective dugouts, athletic field, and surrounding areas.

**No Vehicles on Athletic Fields:** Vehicles are not allowed on City Athletic Fields, or adjacent pathways, except by approval from the City's Park Department.

Vehicles that have been approved by the City's Park Department to drive on Athletic Fields, or adjacent pathways must provide proof of Auto Liability Insurance (naming the city as an additional insured).

**Misuse of Silo:** Throwing, Hitting, Kicking Balls into the Fencing, Backstops, or the side of the Silo is prohibited.

## Section 18: Responsibilities

It is the responsibility of the Parks Manager or designee to give a copy of the Athletic Field Scheduling Guide to each organization's scheduler at the beginning of each season. This will be available during online scheduling, if you would like an emailed or physical copy, please submit your request to [Park.Reservations@stanwoodwa.org](mailto:Park.Reservations@stanwoodwa.org)

It is the responsibility of the Public Works Director to administer policies and procedures in an equitable and fair manner.

It is the responsibility of the Parks Department to update the Field Closure line daily as needed.

It is the responsibility of each organization to provide the Park Supervisor with accurate, timely and truthful information.

It is the responsibility of each organization to ensure that all team coaches and managers know, understand, and abide by these policies and procedures.

It is the responsibility of each organization to only request the Athletic Field time they will need and to return to inventory any field time they have requested but is not needed.

## Section 19: Athletic Field Rental Fees and Charges

Fees and charges are assessed for the use of City Athletic Fields to help partially offset maintenance and operational costs.

**Payment Due Dates:** All field use fees are due, in full at the time or online reservation, unless otherwise negotiated with the City.

**Failure to make payments:** your reservation will not be approved.

**Refunds:** refunds are only issued if field time is canceled 30 days prior to scheduled field use. You must cancel your reservation online. The request will be reviewed and if a refund is approved will be issued within 7-10 business days. See Section 5 for refunds due to field closure or inclement weather.

**Church Creek Park** - resident = Stanwood Camano School District Boundaries

**Heritage Park** - resident = Snohomish County Residents including Camano Island

| FIELD USE RATE: GAMES and PRACTICES |                                           |                                           |
|-------------------------------------|-------------------------------------------|-------------------------------------------|
| ATHLETIC FIELD                      | YOUTH and ADULT RESIDENTS                 | YOUTH and ADULT NON-RESIDENT              |
| Baseball/Softball Fields            | Refer to the City Fee and Charge Schedule | Refer to the City Fee and Charge Schedule |
| Soccer Field                        | Refer to the City Fee and Charge Schedule | Refer to the City Fee and Charge Schedule |
| Lacrosse Field                      | Refer to the City Fee and Charge Schedule | Refer to the City Fee and Charge Schedule |
| Pickleball Court                    | TBD                                       | TBD                                       |

\* 2 teams on 1 field max for hourly rate if scheduling 3 or more teams on 1 field add hourly rate

| FIELD USE RATE: TOURNAMENT, CAMPS, and COMMERCIAL |                                                  |                                                  |
|---------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
|                                                   | YOUTH RESIDENTS                                  | YOUTH and ADULT NON-RESIDENT                     |
| Reservations                                      | Refer to the City Fee and Charge Schedule        | Refer to the City Fee and Charge Schedule        |
| Cancellation Refund                               | Refund if requested within 30 days of the event. | Refund if requested within 30 days of the event. |

| Other Fees                                                    |                                                                                                                                       |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|                                                               |                                                                                                                                       |
| PW Crew<br><i>i.e. open park early, clean up, and repairs</i> | Refer to the City Fee and Charge Schedule                                                                                             |
| Litter-Garbage Control                                        | <i>Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators.</i> |

|                                                       |                                                                                             |                                                                                                 |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Church Creek Park Covered Picnic Area                 | Resident: Refer to the City<br>Fee and Charge Schedule<br>9:00am - 2:00pm or 3:00pm - Close | Non-Resident: Refer to the City<br>Fee and Charge Schedule<br>9:00am - 2:00pm or 3:00pm - Close |
| Heritage Park Covered Picnic Table                    | Resident: Refer to the City<br>Fee and Charge Schedule<br>9:00am - 2:00pm or 3:00pm - Close | Non-Resident: Refer to the City<br>Fee and Charge Schedule<br>9:00am - 2:00pm or 3:00pm - Close |
| * Picnic Shelter must be reserved and paid for online |                                                                                             |                                                                                                 |

- Fees subject to change
- City sponsored events may have all or partial fees waived

## Section 20: Cancellation Fees

30 days or more Full Refund

29 days or less No Refund

## Section 21: Breakdown of City Of Stanwood Parks Athletic Fields Inventory

| Park Name and Address                                                    | Field Name                    | Field Type                                    | Base Distance(s)               | Pitching Rubber                                                                                                | Outfield or Approx Dimensions |
|--------------------------------------------------------------------------|-------------------------------|-----------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Church Creek Park</b><br>27211 72 <sup>nd</sup> Ave<br>Stanwood 98292 | Baseball Field                | Youth Baseball                                | 60'                            | 10" mound                                                                                                      | Home plate to fence<br>200ft  |
| <b>Heritage Park</b><br>9600 276 <sup>th</sup> Street<br>Stanwood 98292  | Field #1                      | Baseball and<br>Softball<br><br>Grass Infield | Universal<br>60'<br>70'<br>90' | Removable<br>Pitching Mound                                                                                    | Home plate to fence<br>382ft  |
|                                                                          | Field #2                      | Baseball and<br>Softball<br><br>Grass Infield | Universal<br>60'<br>65'<br>70' | Bring your own<br>temp. mound.<br>You are<br>responsible for<br>removing the<br>mound after<br>each field use. | Home plate to fence<br>300ft  |
|                                                                          | Field #3                      | Baseball and<br>Softball<br><br>Infield Mix   | Universal<br>60'<br>65'<br>70' | Bring your own<br>temp. mound.<br>You are<br>responsible for<br>removing the<br>mound after<br>each field use. | Home plate to fence<br>250ft  |
|                                                                          | Soccer Only Field<br>Field #1 | All Weather<br>Grass Field                    | N/A                            | N/A                                                                                                            | 203ft X 350ft                 |
|                                                                          | Soccer & Lacrosse<br>Field #2 | Grass Field                                   | N/A                            | N/A                                                                                                            | 340ft X 200ft                 |
|                                                                          | Soccer & Lacrosse<br>Field #2 | Grass Field                                   | N/A                            | N/A                                                                                                            | 295ft X 200ft                 |
|                                                                          | Soccer & Lacrosse Field<br>#4 | Grass Field                                   | N/A                            | N/A                                                                                                            | 295ft X 200ft                 |

## Section 22: Field Map



# ATTCHMENT B

## COMPARISON CITY vs CITY

| Arlington  | Turf                        |                           |
|------------|-----------------------------|---------------------------|
| All Fields | Youth                       | \$10.00 per hr (2 hr Min) |
|            | Adult                       | \$10.00 per hr (2 hr Min) |
| Tournament | NO Charge- Just hourly Rate |                           |

| Burlington       | TURF ballfield       |                                         |
|------------------|----------------------|-----------------------------------------|
| Baseball         | Youth - Non-Profit   | \$4.00 per hr. Scheduled in 2hr blocks  |
|                  | Youth - Organization | \$6.00 per hr. Scheduled in 2hr blocks  |
|                  | Adult - Resident     | \$10.00 per hr. Scheduled in 2hr blocks |
|                  | Adult - Organization | \$12.00 per hr. Scheduled in 2hr blocks |
| Lacross & Soccer | Youth - Non-Profit   | \$7.00 per hr. Scheduled in 2hr blocks  |
|                  | Youth - Organization | \$9.00 per hr. Scheduled in 2hr blocks  |
|                  | Adult - Resident     | \$14.00 per hr. Scheduled in 2hr blocks |
|                  | Adult - Organization | \$16.00 per hr. Scheduled in 2hr blocks |

| Marysville | TURF and Grass      |                |
|------------|---------------------|----------------|
| All Fields | Youth Turf          | \$25.00 per hr |
|            | Adult Turf          | \$30.00 per hr |
| All Fields | Youth Grass         | \$15.00 per hr |
|            | Adult Grass         | \$20.00 per hr |
| Tournament | No Fee Just Hr Rate |                |

| SCSD       | TURF ballfield    |                                                              | x |
|------------|-------------------|--------------------------------------------------------------|---|
| All Sports | Non-Profit        | \$30.00 per use                                              |   |
|            | Non-Profit Select | \$45.00 per use                                              |   |
|            | Profit            | \$75.00 per use                                              |   |
|            | Games             | \$175.00 per game                                            |   |
| Tournament | Middle School     | local \$350 + custodial Fee, non-local \$550 + custodial fee |   |
|            | High School       | local \$500 + custodial Fee, non-local \$800 + custodial fee |   |

| Lynden            | Grass Fields                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Baseball          | Youth/Adult                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$10.00 per field (1.5hr Max) Non Resident- \$25.00 per field (1.5hr Max) |
| Soccer & Lacrosse | Youth/Adult                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$10.00 per field (1.5hr Max) Non Resident- \$25.00 per field (1.5hr Max) |
| Picnic Shelter    | \$50.00 for half day on weekday and \$65.00 full day * \$60.00 half day on Weekend- \$85.00 full day                                                                                                                                                                                                                                                                                                                                                                |                                                                           |
| Tournament        | <b>Baseball Fields:</b><br>Non-refundable: \$25 per field/per day (applies to tournament fee).<br>There will be a minimum charge of \$75.00 per field, per day for each field reserved for youth tournaments. This fee would apply to the per game fee.<br><b>Lacrosse and Soccer Tournament Fees:</b><br>Adult & school \$40.00<br>Non-local adult & school \$50.00<br>Local leagues \$25.00<br>Non-local League \$35.00<br>Local Non-Profit League Youth* \$15.00 |                                                                           |

| Snohomish      | Grass Fields            |                                                | x |
|----------------|-------------------------|------------------------------------------------|---|
| All Sports     | Youth/Adult             | \$8.00 - \$10.00 per hour (depending on field) |   |
| Picnic Shelter | \$45.00-\$60.00 per use |                                                |   |

## Section 19: Athletic Field Rental Fees and Charges

Fees and charges are assessed for the use of City Athletic Fields to help partially offset maintenance and operational costs.

**Payment Due Dates:** All field use fees are due, in full at the time of online reservation, unless otherwise negotiated with the City.

**Failure to make payments:** your reservation will not be approved.

**Refunds:** refunds are only issued if field time is canceled 30 days prior to scheduled field use. You must cancel your reservation online. The request will be reviewed and if a refund is approved will be issued within 7-10 business days. See Section 5 for refunds due to field closure or inclement weather.

**Church Creek Park** - resident = Stanwood Camano School District Boundaries

**Heritage Park** - resident = Snohomish County Residents including Camano Island

| FIELD USE RATE: GAMES and PRACTICES |                                    |                                      |
|-------------------------------------|------------------------------------|--------------------------------------|
| ATHLETIC FIELD                      | YOUTH and ADULT RESIDENTS          | YOUTH and ADULT NON-RESIDENT         |
| Baseball/Softball Fields            | \$5.00 increase to \$8.00 per hour | \$15.00 increase to \$18.00 per hour |
| Soccer Field                        | \$5.00 increase to \$8.00 per hour | \$15.00 increase to \$18.00 per hour |
| Lacrosse Field                      | \$5.00 increase to \$8.00 per hour | \$15.00 increase to \$18.00 per hour |
| Pickleball Court                    | TBD                                | TBD                                  |

**\* 2 teams on 1 field max for hourly rate if scheduling 3 or more teams on 1 field add either \$7 or \$18 per additional team.**

| FIELD USE RATE: TOURNAMENT, CAMPS, and COMMERCIAL |                                                  |                                                  |
|---------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
|                                                   | YOUTH RESIDENTS                                  | YOUTH and ADULT NON-RESIDENT                     |
| Reservations                                      | \$300 per day<br>\$200 Refundable Damage Deposit | \$450 per day<br>\$200 Refundable Damage Deposit |
| Cancellation Refund                               | Refund if requested within 30 days of the event. | Refund if requested within 30 days of the event. |

| Other Fees                                                    |                                                                                                                                                                                            |                                                                 |
|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
|                                                               |                                                                                                                                                                                            |                                                                 |
| PW Crew<br><i>i.e. open park early, clean up, and repairs</i> | \$50.00 increase to \$75.00 per hour per employee with 2 hr minimum                                                                                                                        |                                                                 |
| Litter-Garbage Control                                        | \$50.00 increase to \$75.00 per hour per employee<br><i>Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators.</i> |                                                                 |
| Church Creek Park Covered Picnic Area                         | Resident \$30.00 ½ day<br>9:00am - 2:00pm or 3:00pm - Close                                                                                                                                | Non-Resident \$50.00 ½ day<br>9:00am - 2:00pm or 3:00pm - Close |
| Heritage Park Covered Picnic Table                            | Resident \$30.00 ½ day<br>9:00am - 2:00pm or 3:00pm - Close                                                                                                                                | Non-Resident \$50.00 ½ day<br>9:00am - 2:00pm or 3:00pm - Close |
| * Picnic Shelter must be reserved and paid for online         |                                                                                                                                                                                            |                                                                 |

\* Fees subject to change

\* City sponsored events may have all or partial fees waived

**RESOLUTION NO. 2023-17**

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,  
ADOPTING FIELD USE POLICY AND GUIDELINES**

WHEREAS, the City adopted Resolution 2013-03 on February 28, 2013 adopting a Field Use Guide and Park Use Fee Schedule pilot program; and

WHEREAS, the Park Use Fee Schedule is now adopted with the City's Consolidated Fee Schedule; and

WHEREAS, the City Council recognizes the need to make changes to improve the Field Use Guide to provide for fair and equitable access to athletic fields; and

WHEREAS, the City Council recognizes the need to streamline the reservation process by making reservations available to schedule online, and

WHEREAS, the City Council wishes to change the name to Field Use Policy and Guidelines; and

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

**Section 1. Adoption.** The City of Stanwood Field Use Policy and Guidelines, attached to this Resolution as Exhibit A, is hereby adopted, and incorporated herein by this reference as set forth in full.

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

**PASSED AND APPROVED** by the City Council of the City of Stanwood on this **20<sup>th</sup> day of NOVEMBER 2023.**

CITY OF STANWOOD

\_\_\_\_\_  
Sid Roberts, Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Lisa Sokolik, City Clerk

\_\_\_\_\_  
Nikki Thompson, City Attorney

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## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 11b

**DATE:** Monday, November 20, 2023

**SUBJECT:** Authorize the Mayor to Sign a Contract with JTI Commercial Services for the Heritage Park Dog Park Project

**CONTACT PERSON:** Kevin Hushagen, Public Works Director

**ATTACHMENTS:** A – Certified Bid Tab

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### **PURPOSE**

The purpose of this agenda item is to authorize the Mayor to sign a contract with JTI Commercial Services for the Heritage Park Dog Park project.

### **BACKGROUND**

The City received a total of five (5) bids ranging from \$82,538 to \$92,850. The dog park will be roughly 1 acre of 5' black chain link fence adjacent to field 3 including benches, trash receptacles, dog waste station, and a 4,500 square foot small dog park. The base bid of \$82,538.98 has two additive alternates including a 10'x10' covered structure for \$12,586 and four (4) maple trees for \$2,071. If council decides to include both the alternates to total cost would be \$98,559.76.

### **ANALYSIS**

The low responsive bid was \$82,538.98 including tax. We had a total of 5 bids. The 2024 Dog Park budget is \$115,000.

| Fiscal Impact            |                  |                           |                                 |
|--------------------------|------------------|---------------------------|---------------------------------|
|                          |                  |                           |                                 |
| <b>Fund(s):104</b>       | 595 76 63 18     |                           |                                 |
| <b>Amount:</b>           | \$115,000        | <b>Project Estimate:</b>  | \$82,538.98                     |
| <b>Budget Authorized</b> | [ x ] Yes [ ] No | <b>Amendment Required</b> | [ ] Yes [ x ] No<br>[ ] Monitor |

## **RECOMMENDATIONS**

### **Staff Recommendation:**

Staff recommends awarding the low bidder, JTI Commercial Services for the Heritage Park Dog Park for \$82,538.98

### **Committee/Board Recommendation:**

The Public Works Committee has not reviewed this proposal prior to the November 20, 2023 City Council Meeting.

## **CITY COUNCIL OPTIONS**

1. Approve the Mayor to sign a contract with JTI Commercial Services for the Heritage Park Dog Park for \$82,538.98
2. Approve the Mayor to sign a contract with JTI Commercial Services for the Heritage Park Dog Park for \$98,559.76 including two alternates for a covered structure and park trees.
3. Approve the Mayor to sign a contract with JTI Commercial Services for the Heritage Park Dog Park for \$96,295.68 including one alternate for a covered structure.
4. Send back to Public Works Committee for additional discussion.
5. Reject all bids and delay the project.

## **PROPOSED MOTION**

- Option 1: **I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH JTI COMMERCIAL SERVICES FOR THE HERITAGE PARK DOG PARK FOR \$82,538.98**
- Option 2: **I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH JTI COMMERCIAL SERVICES FOR THE HERITAGE PARK DOG PARK INCLUDING BOTH ALTERNATES FOR \$98,559.76**
- Option 3: **I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH JTI COMMERCIAL SERVICES FOR THE HERITAGE PARK DOG PARK INCLUDING ALTERATE 1 FOR \$96,295.68**



**BID TABULATION**  
**Heritage Park Dog Park**  
**Bid Opening: Tuesday 7, 2023 @ 2PM**

**ATTACHMENT A**

| Item No.                            | ITEM DESCRIPTION          | UNITS | QTY  | Engineer's Estimate  |              | JTI Commercial Services |              | Buntting, Inc.       |              |
|-------------------------------------|---------------------------|-------|------|----------------------|--------------|-------------------------|--------------|----------------------|--------------|
|                                     |                           |       |      | UNIT PRICE           | AMOUNT       | UNIT PRICE              | AMOUNT       | UNIT PRICE           | AMOUNT       |
| 1                                   | 5' Black Chain Link Fence | LF    | 1050 | \$ 55                | \$ 57,750.00 | \$ 46.86                | \$ 49,203.00 | \$ 32.37             | \$ 33,988.50 |
| 2                                   | Personnel Gates           | EA    | 4    | \$ 1,200             | \$ 4,800.00  | \$ 612.00               | \$ 2,448.00  | \$ 553.62            | \$ 2,214.48  |
| 3                                   | Vehicle Gates             | EA    | 2    | \$ 2,000             | \$ 4,000.00  | \$ 2,142.00             | \$ 4,284.00  | \$ 1,544.81          | \$ 3,089.62  |
| 4                                   | Pea Gravel Placement      | TN    | 40   | \$ 80                | \$ 3,200.00  | \$ 195.39               | \$ 7,815.60  | \$ 447.56            | \$ 17,902.40 |
| 5                                   | Dog Waste Station         | EA    | 1    | \$ 1,000             | \$ 1,000.00  | \$ 871.00               | \$ 871.00    | \$ 1,171.55          | \$ 1,171.55  |
| 6                                   | Trash Receptable          | EA    | 1    | \$ 1,000             | \$ 1,000.00  | \$ 1,314.00             | \$ 1,314.00  | \$ 2,261.40          | \$ 2,261.40  |
| 7                                   | Picnic Table              | EA    | 1    | \$ 2,500             | \$ 2,500.00  | \$ 1,443.00             | \$ 1,443.00  | \$ 5,203.71          | \$ 5,203.71  |
| 8                                   | Bench inc. Concrete pad   | EA    | 2    | \$ 2,000             | \$ 4,000.00  | \$ 2,625.36             | \$ 5,250.72  | \$ 2,247.57          | \$ 4,495.14  |
| 9                                   | Privacy Slats             | LS    | 1    | \$ 2,000             | \$ 2,000.00  | \$ 2,886.67             | \$ 2,886.67  | \$12,158.95          | \$ 12,158.95 |
| 1                                   | Covered Structure         | EA    | 1    | \$ 18,000            | \$ 18,000    | \$12,586.19             | \$ 12,586.19 | \$ 8,520.52          | \$ 8,520.52  |
| 2                                   | Tree Planiting            | EA    | 4    | \$ 500               | \$ 2,000     | \$ 2,071.43             | \$ 2,071.43  | \$ 369.22            | \$ 1,476.88  |
| Base Bid Subtotal                   |                           |       |      | \$ 80,250.00         |              | \$ 75,515.99            |              | \$ 82,485.75         |              |
| Sales Tax 9.3%                      |                           |       |      | \$ 7,463.25          |              | \$ 7,022.99             |              | \$ 7,671.17          |              |
| <b>Total Base Bid with Tax</b>      |                           |       |      | <b>\$ 87,713.25</b>  |              | <b>\$ 82,538.98</b>     |              | <b>\$ 90,156.92</b>  |              |
| Alternate Bid Subtotal              |                           |       |      | \$ 20,000            |              | \$ 14,657.62            |              | \$ 9,997.40          |              |
| Sales Tax 9.3%                      |                           |       |      | \$ 1,860.000         |              | \$ 1,363.16             |              | \$ 929.76            |              |
| <b>Total Alternate Bid with Tax</b> |                           |       |      | <b>\$ 21,860</b>     |              | <b>\$ 16,020.78</b>     |              | <b>\$ 10,927.16</b>  |              |
| <b>AL Base+Alternate+Tax</b>        |                           |       |      | <b>\$ 109,573.25</b> |              | <b>\$ 98,559.76</b>     |              | <b>\$ 101,084.08</b> |              |



| H&L Tree and Landscape Service |                     | Konner UP            |                     | Secure A Site        |                     |
|--------------------------------|---------------------|----------------------|---------------------|----------------------|---------------------|
| UNIT PRICE                     | AMOUNT              | UNIT PRICE           | AMOUNT              | UNIT PRICE           | AMOUNT              |
| \$ 55.00                       | \$ 57,750.00        | \$ 53.35             | \$ 56,017.50        | \$ 51.46             | \$ 54,033.00        |
| \$ 750.00                      | \$ 3,000.00         | \$ 843.75            | \$ 3,375.00         | \$ 868.00            | \$ 3,472.00         |
| \$1,900.00                     | \$ 3,800.00         | \$ 1,937.50          | \$ 3,875.00         | \$ 1,332.00          | \$ 2,664.00         |
| \$ 90.00                       | \$ 3,600.00         | \$ 120.00            | \$ 4,800.00         | \$ 175.00            | \$ 7,000.00         |
| \$1,100.00                     | \$ 1,100.00         | \$ 1,000.00          | \$ 1,000.00         | \$ 1,270.00          | \$ 1,270.00         |
| \$1,200.00                     | \$ 1,200.00         | \$ 1,000.00          | \$ 1,000.00         | \$ 1,435.00          | \$ 1,435.00         |
| \$5,600.00                     | \$ 5,600.00         | \$ 2,500.00          | \$ 2,500.00         | \$ 1,525.00          | \$ 1,525.00         |
| \$3,250.00                     | \$ 6,500.00         | \$ 2,000.00          | \$ 4,000.00         | \$ 2,360.00          | \$ 4,720.00         |
| \$2,400.00                     | \$ 2,400.00         | \$ 3,800.00          | \$ 3,800.00         | \$ 2,182.00          | \$ 2,182.00         |
|                                |                     |                      |                     |                      |                     |
|                                |                     |                      |                     |                      |                     |
| \$10,800.00                    | \$ 10,800.00        | \$18,000.00          | \$ 18,000.00        | \$ 9,000.00          | \$ 10,000.00        |
| \$1,600.00                     | \$ 6,400.00         | \$ 1,000.00          | \$ 4,000.00         | \$ 8,750.00          | \$ 35,000.00        |
|                                | \$ 84,950.00        |                      | \$ 80,367.50        |                      | \$ 78,301.00        |
|                                | \$ 7,900.35         |                      | \$ 7,474.18         |                      | \$ 7,281.99         |
|                                | <b>\$ 92,850.35</b> |                      | <b>\$ 87,841.68</b> |                      | <b>\$ 85,582.99</b> |
|                                | \$ 17,200.00        |                      | \$ 22,000.00        |                      | \$ 45,000.00        |
|                                | \$ 1,599.60         |                      | \$ 2,046.00         |                      | \$ 4,185.000        |
|                                | <b>\$ 18,799.60</b> |                      | <b>\$ 24,046.00</b> |                      | <b>\$ 49,185.00</b> |
| <b>\$ 111,649.95</b>           |                     | <b>\$ 111,887.68</b> |                     | <b>\$ 134,767.99</b> |                     |

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